City Commission Regular Meeting
Tuesday, May 27, 2025 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing Juneteenth

4.B Proclamation: Gary Norville of American Aero Services.

4.C Presentation: Youth Council Task Force Project Presentation

5. CITY MANAGER'S REPORT

5.A City Manager's Office

6. PUBLIC PARTICIPATION

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

7. CONSENT AGENDA

7.A Resolution No. 13-25: Consider the adoption of a Resolution, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA) No. 456950-1-94-01 Air Traffic Control Equipment Upgrade.

7.B Resolution No. 14-25: Consider the approval of Countywide Local Mitigation Strategy (LMS) Plan with Resolution.

7.C Consider the approval of Contract Renewals for Engineering Services for Marine Applications for Dredging & Marine Consultants, LLC and Taylor Engineering.

7.D Consider the approval of Contract Renewals for Professional Engineering Services.

7.E Consider the approval of Contract Renewals for Professional Architectural Services.

7.F Consider the award Barracuda Boulevard Roadway Enhancement Project Contract to Halifax Paving, Inc.

7.G Consider the approval of a contract award to Playcore Wisconsin, Inc. dba GameTime for RFP 13-25-CIP Design Build Sail Shade Structure for Pettis Park

7.H Consider the approval of the purchase, delivery, and installation of a prefabricated restroom facility from CXT through Sourcewell Contract 081721-CXT

7.I Consider the approval of a contract award to Hall and Ogle Architects, Inc. for RFQ 16-23-CIP Professional Architectural Services - Fire Station Management Building.

7.J Consider the approval of an Federal Administration Aviation (FAA) Grant Agreement for Wildlife Fence - Design.

7.K Consider the approval of Mead & Hunt's proposal for a septic-to-sewer system for the Air Traffic Control Tower.

7.L Consider the approval of a Memorandum of Understanding between the City of New Smyrna Beach and the Smyrna Yacht Club addressing the installation of signage for a Low Wake Zone.

7.M Special Event: Consider the approval of the Venetian Bay Golf and Country Club 2025 July 4th Fireworks display, to be held on Friday July 4, 2025.

7.N Special Event: Consider the approval of the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of each month starting on June 21, 2025 through April 18, 2026.

7.O Special Event: Consider approval of the First Saturday on Canal Street Events for 2025-2026, events will be held on the first Saturday of each month starting on July 5, 2025 through May 2, 2026.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

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

9.B Conduct a Quasi-Judicial Hearing of a proposed Sidewalk Café Agreement for The General Public House restaurant located at 501 Canal Street.

10. PUBLIC HEARINGS

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

10.B Ordinance No. 23-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future

Land Use category to Conservation as part of an overall annexation application.

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

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

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

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

10.G Ordinance No. 28-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would authorize the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds).

10.H Ordinance No. 29-25: Conduct a First Reading and Public Hearing of an ordinance, if adopted at a Second Reading and Public Hearing, would rezone approximately 3.25 + acres of land from A-3, Transitional Agriculture to RA, Rural Agriculture for property located at 1016 Dillon Circle.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 30-25: Conduct the First Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to MLJ Drywall Inc.

11.B Ordinance No. 31-25: Conduct the First Reading of an Ordinance, which, if

adopted, upon the Second Reading and Public Hearing, would Amend Article III, Section 52-20 and Section 52-21 of the City Code of Ordinance, which would update the Impact Fee Study and Rates for Road Impact Fees.

11.C Ordinance No. 32-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Public Hearing, would annex approximately 0.36 + acres of property located at 1198 N Golf Lake Drive.

11.D Ordinance No. 33-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Public Hearing would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to city Rural for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

11.E Ordinance No. 34-25: Conduct a First Reading of an ordinance, if adopted at a Second Reading and Quasi-Judicial Hearing would rezone approximately 0.36 + acres of to A-3, Transitional Agriculture for property located at 1198 N Golf Lake Drive as part of an overall annexation application.

11.F Ordinance No. 35-25: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Lightning Dumpster LLC.

12. BOARDS AND COMMISSIONS

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

12.B Reappointment - Personnel Board: Consider the reappointment of five (5) citizens to serve three-year terms to expire on May 1, 2028.

12.C Board Vacancy Advertisement: Historic Preservation Commission

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

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

16. ADJOURNMENT

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

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

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PROCLAMATION: RECOGNIZING JUNETEENTH

May 27, 2025

Background:

June 19th has officially been designated as Juneteenth Independence Day, marking it as the 11th federal holiday and the first new federal holiday since the establishment of Martin Luther King Jr. Day in 1983. This year, the City of New Smyrna Beach will commemorate this occasion for the 2nd year, partnering with community members and organizations to promote unity and mutual respect. The city will host activities that honor and celebrate the cultural heritage and achievements of the African American community in recognition of Juneteenth.

The celebration will commence with a Juneteenth Gala at the Brannon Center on June 14th and culminate with a community event at Pettis Park on June 21st. The gala will not only recognize local community leaders but will also award scholarships to four New Smyrna Beach High School students pursuing higher education. Our aim is to foster an ongoing celebration of progress that enhances awareness of Juneteenth and bridges the past, present, and future. Members of the Juneteenth committee will be present for the proclamation presentation by the Mayor and City Commission.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Irma Terry

Attachments:

Juneteenth.pdf

City of New Smyrna Beach
Proclamation
Recognizing
Juneteenth

WHEREAS, on June 19, 1865, federal authorities arrived in Galveston, Texas, and informed enslaved African Americans that the Civil War had ended and they were now free; and June 19th—commonly known as Juneteenth—has long been recognized and celebrated as the day slavery officially ended in the United States; and

WHEREAS, formerly enslaved African Americans in the Southwest commemorated June 19th as the anniversary of their emancipation, passing down the tradition through generations as a source of strength, inspiration, and hope; and Juneteenth has been celebrated for more than 150 years as a testament to the enduring spirit of freedom and the struggle for equality in America; and

WHEREAS, the Juneteenth celebration honors the memory of those who endured the horrors of slavery and those who made the journey from slavery to freedom, whose faith, courage, and strength of character remain a powerful lesson for all Americans, regardless of background, race, or religion; and

WHEREAS, the annual observance of Juneteenth Independence Day is an essential part of our national heritage. On June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act into law, officially designating Juneteenth as the 11th federal holiday and the first new federal holiday since the creation of Martin Luther King Jr. Day in 1983;

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim June 19th of each year as

"Juneteenth Independence Day"

in the City of New Smyrna Beach, and urge all citizens to honor the past, celebrate the present, and embrace the future by learning more about the resilience, contributions, and achievements of those who helped shape our nation.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2025.

ATTEST:

SHARON TAYLOR-HARDING
INTERIM CITY CLERK

FRED E. CLEVELAND
MAYOR

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

PROCLAMATION: GARY NORVILLE OF AMERICAN AERO SERVICES.

May 27, 2025

Background:

In celebration of the anniversary of the City of New Smyrna Beach Airport, established on April 10, 1947, the City Commission will present a proclamation to Gary Norville of American Aero Services.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Gary Norville American Aero.pdf

City of New Smyrna Beach

Proclamation

Recognizing

Gary Norville

Whereas, the New Smyrna Beach Airport stands as a testament to our nation's rich military history, serving as a pivotal component in today's national airspace system, and remains a beacon of pride for the community; and

Whereas, American Aero Services, under the leadership of Gary Norville, has been a major and valued tenant at New Smyrna Beach Airport since 1988, contributing significantly to both the local community and the aviation industry; and

Whereas, Gary Norville has demonstrated an unwavering commitment to the preservation and restoration of vintage warbirds, military vehicles, military armor, missiles, rockets, and other historically significant artifacts, ensuring that the legacy of those who have served is never forgotten; and

Whereas, Gary's deep knowledge of military history, particularly as it relates to the airport's past, has created a bridge between the past and the present, highlighting the importance of the airport's role in both history and the future of aviation; and

Whereas, Gary and his dedicated team have consistently provided critical support to the airport, especially during emergencies, by offering their expertise, equipment, and manpower to efficiently remove disabled aircraft from the runway, ensuring the safety and continued operation of the airport; and

Whereas, Gary Norville's contribution to New Smyrna Beach Airport goes far beyond business, embodying the spirit of service and dedication to both the preservation of aviation history and the community's ongoing success;

Now, therefore, we, the City of New Smyrna Beach, do hereby recognize and honor **Gary Norville** for his outstanding contributions, his tireless commitment to preserving our military heritage, and his integral role in supporting and strengthening New Smyrna Beach Airport. His work continues to enrich our community and aviation history, and we express our deepest gratitude for his service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 8th day of April 2025.

ATTEST

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
Interim City Clerk

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

PRESENTATION: YOUTH COUNCIL TASK FORCE PROJECT PRESENTATION

May 27, 2025

Background:

The members of the City of New Smyrna Beach Youth Task Force will outline a presentation of their group projects to the City Commission. 2025 Members are Chair Piper Lehmann, Vice Chair Abbey McCartha, Member Eden Broomall, Member Peyton Elkind, Member Mya Erwin, Member Jessica Purkiss, and Member Kyla Kavanaugh.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

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

CITY MANAGER'S OFFICE

May 27, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 5-27-25 with KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – May 27, 2025**

Date: May 21, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23. Met with Finance staff daily the week of May 12 to finalize the first draft of the proposed FY 2026 budget. Held meetings with each member of the Commission to review the proposed FY 2026 Budget.

- Attended the Volusia County Elected Officials Roundtable meeting on May 12 and received updates about the 2025 Legislative Session, New Volusia County Dangerous Dogs Regulations, 2025 Hurricane Season Preview, 2025 Sea Turtle Nesting Season and Construction Extension, and Flooding Subcommittee Report.

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

- Attended the Southeast Volusia Chamber of Commerce State of the County luncheon on May 13 and heard presentation on County activities by Councilmember Jake Johansson.

- Followed up on citizen comments received during the May 13 City Commission meeting about vehicular safety at the Flagler – Cooper and Ocean - Cooper intersections. Staff is reviewing options.

- Followed up on citizen comments received during the May 13 City Commission meeting about vehicular safety at the 3rd Avenue - Saxon

intersection. Staff is coordinating with the State and County to review the traffic signal timing and need for a left turn signal.

- Followed up on citizen comments received during the May 13 City Commission meeting about State Highway 44 resurfacing. The Florida Department of Transportation currently plans to resurface a 2.5 mile section of Highway 44 from just west of I-95 to east of South Walker Drive. In addition to resurfacing, the project will include limited sidewalk construction, curb ramp upgrades to meet Americans with Disabilities Act standards, drainage improvements, and a full reconstruction of the traffic signal at Sugar Mill Drive. Construction is currently scheduled to begin in August 2026.

- Attended the Marine Discovery Center Ribbon Cutting Ceremony on May 15 to celebrate the completion of the Living Shoreline Project.

- Attended the City Commission Workshop on May 15 to discuss sidewalks, pole signs and landscaping/tree preservation.

- Attended the Human Resources Open House on May 22 for their new offices in the former Connor Library building. This relocation is part of a larger reassignment of office space in City Hall to better utilize available space and meet the needs of our staff and citizens.

- Attended the Volusia League of Cities Annual Awards Banquet on May 22. Congratulations to Assistant Airport Director Jacob Cosat who was presented with the Public Works Employee of the Year Award.

- Held a hurricane pre-season meeting with City staff to begin preparations for the upcoming hurricane season, which begins on June 1.

- Please find attached the April Financial Report.

- Please find attached the April Permit Issuance Report.

- Please find attached the April Digital Media Report.

- Please find attached the April NSBU Monthly Capacity Metrics Report.

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

NEW SMYRNA BEACH

FLORIDA

Monthly Budget Report Fiscal Year 2025

April 2025

This financial unaudited overview reflects the City's overall unaudited financial condition through April 2025 or 58% of the fiscal year. Revenues at or above the 58% benchmark are favorable, while expenses at or below the 58% benchmark are also favorable. It is important to note that expenses are listed showing amounts that have been paid plus amounts that have been encumbered for payment. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in the subsequent tables.

Fund	Original Budget	Adj Annual Budget[1]	YTD Actual Revenues[2]	YTD %	YTD Actual Expenses[3]	YTD %
001 - General Fund	$ 53,218,479	$ 61,208,459	$ 38,998,391	64%	$ 27,782,983	45%
003 - Brannon Civic Center	642,427	654,427	270,844	41%	360,913	55%
004 - Golf Course	2,356,123	2,356,123	1,366,900	58%	1,344,767	57%
101 - Stormwater Utility Fee	14,298,572	20,857,739	5,468,720	26%	5,797,888	28%
103 - Special Law Enforcement Revenue	-	221,541	11,562	5%	3,837	2%
104 - Airport/Industrial Park Revenue	11,719,928	12,749,766	1,933,350	15%	7,908,703	62%
105 - Police Impact Fee Revenue	450,000	1,504,458	110,402	7%	129,862	9%
106 - Fire Impact Fee Revenue	480,000	1,651,989	136,789	8%	560,036	34%
107 - Recreation Impact Fee Revenue	-	1,896,616	348,493	18%	31,885	2%
109 - Transportation Impact Fee Revenue	-	4,626,018	402,042	9%	-	0%
113 - Building & Inspection Revenue	5,291,344	5,388,368	1,884,775	35%	2,164,589	40%
115 - Parking Fund Revenue	5,274,523	5,526,538	624,844	11%	592,135	11%
125 - CRA Revenue	4,060,000	4,060,000	2,604,483	64%	63,600	2%
130 - ARPA	-	832,972	13,542	2%	206,402	25%
204 - Debt Service Revenue	560,872	568,325	561,353	99%	280,436	49%
205 - SRF Loans Debt Service Reserve	-	103,341	-	-	-	0%
206 - 2021 Series Note	3,703,325	3,703,325	1,044,235	28%	1,225,550	33%
207 - SRF Debt Service Sinking	20,000	159,380	22,236	14%	10,000	6%
208 - Debt Service 2005 Revenue	470,555	496,807	471,235	95%	470,555	95%
209 - Debt Service GOB 2005 & 2018	610,137	1,204,216	587,119	49%	92,916	8%
210 - Debt Service Capital Improvement Note	652,596	671,733	653,601	97%	652,596	97%
301 - Capital Projects - Land/Property	-	2,452,810	38,025	2%	1,510,301	62%
302 - Capital Projects	20,736,796	38,323,203	2,492,952	7%	6,873,262	18%
303 - GOB Capital Projects	-	875,291	11,664	1%	-	0%
405 - Sanitation	10,180,968	10,180,968	5,019,236	49%	4,400,572	43%
408 - City Marina	437,118	745,727	223,183	30%	158,966	21%
501 - Garage	1,753,297	1,837,166	635,704	35%	944,927	51%
Total	**$ 136,917,060**	**$ 184,857,306**	**$ 65,935,681**	**36%**	**$ 63,567,681**	**34%**

[1]Adjusted Annual Budget reflects the addition of carryforward encumbrances and budget changes.

[2]Interfund Transfers are recorded on a quarterly basis.

[3]YTD Actual Expenses also include amounts encumbered on Blanket Purchase Orders to be used the entire fiscal year.

[4] YTD Encumbrances equal $10,525,554.61.

GENERAL FUNDS

Through this period the City's GF has collected a total of **$38,998,391** or 64**%** of its projected annual revenues. For the same period, the GF has expended **$27,782,983** or 45% of budgeted annual expenditures. Note that all expenses include amounts that have been encumbered on a purchase order, plus amounts that were expensed.

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
Taxes	$ 40,107,919	$ 40,107,919	$ 33,473,304	83%
Licenses & Permits	302,434	302,434	136,056	45%
Intergovernmental	3,663,855	3,663,855	2,070,869	57%
Charges for Services	5,335,337	5,335,337	1,713,848	32%
Fines & Forfeitures	758,432	758,432	331,512	44%
Miscellaneous[1]	2,738,502	2,873,602	772,802	27%
Transfers	-	500,000	500,000	0%
Appropriated Reserves	312,000	7,666,880	-	0%
Total	**$ 53,218,479**	**$ 61,208,459**	**$ 38,998,391**	**64%**

General Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
City Commission	$ 325,592	$ 363,506	$ 236,932	65%
City Manager	1,125,349	1,125,349	602,758	54%
City Clerk	553,455	553,455	377,122	68%
Business/Econ Dev	682,903	616,400	249,624	40%
Finance	1,304,924	1,311,103	635,991	49%
Information Technology	1,584,624	1,584,624	997,586	63%
Human Resources	878,577	878,577	559,811	64%
City Attorney	705,309	705,309	362,835	51%
Planning & Engineering	1,683,957	1,683,957	762,025	45%
Non Departmental [1]	5,549,361	13,229,441	4,688,569	35%
Public Works	497,994	497,994	255,880	51%
Building & Maintenance	583,403	583,403	260,718	45%
Police	12,423,194	12,572,493	6,189,824	49%
Fire	9,713,189	9,753,289	4,552,716	47%
Fire Transport	1,793,030	1,793,030	343,760	19%
Emergency Oper Center	49,447	49,447	13,419	27%
Streets	2,796,053	2,796,053	977,225	35%
Recreation	1,940,514	2,026,925	1,000,766	49%
Parks	2,379,453	2,379,453	1,179,981	50%
Sports Complex	1,413,993	1,410,993	742,075	53%
Interfund Transfers	5,234,158	5,293,658	2,793,365	53%
Total	**$ 53,218,479**	**$ 61,208,459**	**$ 27,782,983**	**45%**

[1] YTD Actual may include purchase orders for capital equipment that will be carried forward from FY24.
These items have been ordered but have not been delivered.

SPECIAL REVENUE FUNDS

Special Revenue Funds include dedicated special revenue source funds and impact fee funds. Fiscal YTD actual to annual budget comparisons are shown below.

Revenues	Original Budget	Adj. Annual Budget	Appropriated Fund Reserves	YTD Actual	YTD % Received
101 - Stormwater	$ 14,298,572	$ 5,821,661	$ 15,036,076	$ 5,468,720	26%
103 - Special Law Enforcement	-	-	221,541	11,562	5%
104 - Airport	11,719,928	12,407,731	342,035	1,933,350	15%
105 - Police Impact	450,000	-	1,504,458	110,402	7%
106 - Fire Impact	480,000	-	1,651,989	136,789	8%
107 - Recreation Impact	-	-	1,896,616	348,493	18%
109 - Transportation Impact	-	-	4,626,018	402,042	9%
113 - Building & Inspection	5,291,344	3,571,238	1,817,130	1,884,775	35%
115 - Parking	5,274,523	1,653,227	3,873,311	624,844	11%
125 - CRA	4,060,000	3,420,808	639,192	2,604,483	64%
130 - ARPA	-	-	832,972	13,542	2%
Total	**$ 41,574,367**	**$26,874,665**	**$32,441,338**	**$13,539,002**	**50%**

Expenses	Original Budget	Adj Annual Budget	Appropriated Fund Reserves	YTD Actual	YTD % Expended
101- Stormwater	$ 14,298,572	$ 5,821,663	$ 15,036,076	$ 5,797,888	28%
103 - Special Law Enforcement	-	-	221,541	3,837	2%
104 - Airport	11,719,928	12,407,731	342,035	7,908,703	62%
105 - Police Impact	450,000	-	1,504,458	129,862	9%
106 - Fire Impact	480,000	-	1,651,989	560,036	34%
107 - Recreation Impact	-	-	1,896,616	31,885	2%
109 - Transportation Impact	-	-	4,626,018	-	0%
113 - Building & Inspection	5,291,344	3,571,238	1,817,130	2,164,589	40%
115 - Parking	5,274,523	1,653,227	3,873,311	592,135	11%
125 - CRA	4,060,000	3,420,808	639,192	63,600	2%
130 - ARPA	-	-	832,972	206,402	25%
Total	**$ 41,574,367**	**$26,874,667**	**$32,441,338**	**$17,458,938**	**65%**

ENTERPRISE & INTERNAL SERVICE FUNDS

The City's enterprise funds include the sanitation marina and garage funds. Fiscal YTD actual to annual budget comparisons are shown below.

Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
405 - Sanitation	$ 10,180,968	$ 10,180,968	$ 5,019,236	49%
408 - City Marina	437,118	745,727	223,183	30%
501 - Garage	1,753,297	1,837,166	635,704	35%
Total	**$ 12,371,383**	**$ 12,763,861**	**$ 5,878,123**	**46%**

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
405 - Sanitation	$ 10,180,968	$ 10,180,968	$ 4,400,572	43%
408 - City Marina	437,118	745,727	158,966	21%
501 - Garage	1,753,297	1,837,166	944,927	51%
Total	**$ 12,371,383**	**$ 12,763,861**	**$ 5,504,465**	**43%**

GOLF COURSE

The table below lists Golf Course revenue and expenses for this period.

Golf Course	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Greens Fees	$ 900,000	$ 900,000	$ 809,750	90%
Cart Fees	650,000	650,000	259,263	40%
Memberships	225,000	225,000	215,511	96%
Other Revenue	258,400	258,400	82,377	32%
Transfer from General Fund	322,723	322,723	-	0%
Total Revenue	**$ 2,356,123**	**$ 2,356,123**	**$ 1,366,900**	**58%**
Expenses				
Administration				
Personnel	$ 674,472	$ 674,472	$ 298,941	44%
Operating	523,203	523,203	228,107	44%
Maintenance				
Personnel	554,242	554,242	269,249	49%
Operating [1]	429,206	429,206	377,933	88%
Capital	175,000	175,000	170,536	97%
Total Expense	**$ 2,356,123**	**$ 2,356,123**	**$ 1,344,767**	**57%**
Profit(Loss)			22,134	

[1] Operating expenses include Blanket Purchase orders for the entire fiscal year.

BRANNON CENTER

The table below lists Brannon Civic Center and Live Oak revenues and expenses for this period.

Brannon & Live Oak Center	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Facility Rental	$ 345,000	$ 345,000	$ 270,844	79%
Transfer From General Fund	297,427	309,427	-	0%
Total Revenue	**$ 642,427**	**$ 654,427**	**$ 270,844**	**41%**
Expenses				
Personnel	$ 298,283	$ 298,283	$ 176,553	59%
Operating Expense	344,144	344,144	184,360	54%
Capital Expense	-	-	-	0%
Grants/Aids	-	12,000	-	0%
Total Expense	**$ 642,427**	**$ 654,427**	**$ 360,913**	**55%**

CITY POOLED CASH

The table below lists by fund the City's pooled cash. Each fund can effectively deposit or withdraw funds without prior notice or penalty.

Pooled Cash	4/30/25
001 - General Fund	$ 32,505,930
003 - Brannon Center	136,370
004 - Golf Course	726,893
101 - Stormwater Utility Fee	13,097,108
103 - Special Law Enforcement Revenue	232,603
104 - Airport/Industrial Park Revenue	775,499
105 - Police Impact Fee Revenue	1,258,468
106 - Fire Impact Fee Revenue	1,776,798
107 - Recreation Impact Fee Revenue	2,246,459
109 - Transportation Capital Revenue	5,022,437
113 - Building & Inspection Revenue	1,400,686
115 - Parking Fund Revenue	3,701,643
125 - CRA	8,601,491
130 - ARPA	640,112
204 - Debt Service Revenue	288,070
205 - SRF Loan Debt Service Reserve	103,341
206 - FMLC 2000B Revenue Bond	2,643,876
207 - SRF Debt Service Sinking	146,856
208 - Debt Service 2005 Revenue	25,683
209 - Debt Service GOB 2005 & 2018	1,071,279
210 - Debt Service Capital Impr Note	20,142
211 - Debt Service Capital Note Isleboro	0
301 - Turnbull Creek	964,509
302 - Capital Projects	18,771,727
303 - Capital Projects	729,138
405 - Sanitation	3,172,616
408 - City Marina	184,270
501 - Garage	-
Total	**$ 100,244,004**

CITYWIDE DEBT

The table below lists the City's current outstanding debt.

Citywide Outstanding Debt as of 09/30/25	
Capital Improvement Notes	9,205,000
Capital Improvement Line of Credit	18,000,000
Stormwater Note Payable - Islesboro	1,107,571
General Obligation Refunding Note Series 2014	-
General Obligation Note, Series 2019	4,321,000
State Revolving Fund Notes	57,488
Capital Lease - Fire Truck	214,284
Capital Lease - Golf Carts	-
Total	**$ 32,905,343**

PERMIT ISSUANCE SUMMARY (04/01/2025 TO 04/30/2025)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure < 200 sf	3	536	$70,540.00	$2,003.62
	Accessory/Detach Structure > 200 sf	2	10,697	$413,490.00	$7,135.83
	Addition	1	220	$200,000.00	$2,979.21
	Alteration, Remodel, Repair	15	123,067	$532,488.04	$15,492.88
	Awning	1	144	$2,380.00	$167.37
	Fence-Residential	1	132	$11,386.00	$542.32
	Interior Demo	1	0	$2,400.00	$167.37
	Multi-Family	4	14,420	$2,281,389.60	$82,899.81
	Re-roof	4	5,283	$241,695.00	$3,606.63
	Shutters	2	2	$19,936.77	$901.24
	Windows/Doors/Garage Doors	11	14,989	$116,414.00	$4,674.31
	BUILDING (COMMERCIAL) TOTAL:	**45**	**169,490**	**$3,892,119.41**	**$120,570.59**
Building (Residential)	Accessory/Detach Structure < 200 sf	2	240	$12,227.00	$179.00
	Accessory/Detach Structure > 200 sf	2	696	$28,825.00	$1,039.66
	Addition	4	3,648	$380,000.00	$3,339.05
	Alteration, Remodel, Repair	37	23,055	$1,335,988.97	$22,438.26
	Interior Demo	1	1,681	$2,500.00	$89.50
	New Single Family	26	80,670	$8,676,299.00	$211,490.36
	New Townhouse	14	41,552	$3,250,250.00	$104,986.46
	Re-roof	96	203,836	$1,809,780.66	$8,594.92
	Screen Enclosure	4	2,421	$41,268.00	$1,434.97
	Shutters	1	1	$3,841.99	$89.50
	Siding	2	2,896	$8,500.00	$179.00
	Windows/Doors/Garage Doors	45	44,942	$549,416.00	$4,093.50
	BUILDING (RESIDENTIAL) TOTAL:	**234**	**405,638**	**$16,098,896.62**	**$357,954.18**
Certificate of Occupancy	Certificate of Occupancy	13	122,705	$17,873,050.40	$0.00
	Temporary Certificate of Occupancy	1	7,530	$400,000.00	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**14**	**130,235**	**$18,273,050.40**	**$0.00**
Demolition (Residentiall)	Demolition	1	1,400	$6,000.00	$262.09
	DEMOLITION (RESIDENTIALL) TOTAL:	**1**	**1,400**	**$6,000.00**	**$262.09**
Dock & Seawalls (Residential)	Docks	1	0	$20,000.00	$648.70
	Seawalls	1	0	$100,000.00	$906.43
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**2**	**0**	**$120,000.00**	**$1,555.13**
Electrical (Commercial)	Electrical Repairs	9	0	$41,548.65	$2,339.37
	Generator	1	0	$33,073.00	$768.02
	Service-New/Upgrade	9	0	$165,357.00	$4,473.97
	ELECTRICAL (COMMERCIAL) TOTAL:	**19**	**0**	**$239,978.65**	**$7,581.36**
Electrical (Residential)	Electrical Repairs	21	0	$65,108.00	$1,921.50
	Generator	10	0	$140,122.50	$895.00
	Service-New/Upgrade	8	0	$21,267.00	$716.00
	Temporary Power	1	0	$500.00	$89.50
	ELECTRICAL (RESIDENTIAL) TOTAL:	**40**	**0**	**$226,997.50**	**$3,622.00**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (04/01/2025 TO 04/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Engineering	Fence-Non-Residential	7	4,033	$148,200.00	$3,675.08
	Fence-Residential	29	9,032	$157,915.70	$2,914.15
	Paver/Patio/Driveway/Seal Coat/Restr	1	2,000	$30,000.00	$750.09
	Paver/Patio/Driveway/Seal Coat-Resic	12	6,422	$102,450.25	$1,173.50
	Right of Way	9	570	$3,850.00	$0.00
	Site Clearing (Commercial)	1	233,501	$78,144.00	$3,742.42
	ENGINEERING TOTAL:	**59**	**255,558**	**$520,559.95**	**$12,255.24**
Fire	Fire Alarm System	5	17,212	$39,749.00	$2,257.75
	Fire Sprinkler System	4	12,930	$180,129.00	$8,969.20
	Fire-Special Events-Tent	2	4,000	$7,500.00	$264.00
	FIRE TOTAL:	**11**	**34,142**	**$227,378.00**	**$11,490.95**
Gas (Residential)	Gas Lines	9	0	$17,430.00	$805.50
	Generator	2	0	$28,174.88	$179.00
	GAS (RESIDENTIAL) TOTAL:	**11**	**0**	**$45,604.88**	**$984.50**
Mechanical (Commercial)	Mechanical New	3	0	$41,300.00	$1,802.88
	Mechanical Repair/Replace	11	0	$232,263.00	$5,689.39
	MECHANICAL (COMMERCIAL) TOTAL:	**14**	**0**	**$273,563.00**	**$7,492.27**
Mechanical (Residential)	Mechanical Repair/Replace	145	0	$1,427,762.61	$12,798.50
	MECHANICAL (RESIDENTIAL) TOTAL:	**145**	**0**	**$1,427,762.61**	**$12,798.50**
Plumbing (Commercial)	Plumbing Repairs/Replace	2	0	$42,800.00	$1,201.92
	PLUMBING (COMMERCIAL) TOTAL:	**2**	**0**	**$42,800.00**	**$1,201.92**
Plumbing (Residential)	Plumbing Repairs/Replace	22	0	$84,280.09	$1,879.50
	PLUMBING (RESIDENTIAL) TOTAL:	**22**	**0**	**$84,280.09**	**$1,879.50**
Pool (Commercial)	In Ground	1	2,493	$349,998.00	$5,204.28
	POOL (COMMERCIAL) TOTAL:	**1**	**2,493**	**$349,998.00**	**$5,204.28**
Pool (Residential)	Above Ground	1	0	$10,000.00	$790.20
	In Ground	14	14,118	$1,112,852.00	$12,251.44
	Pool with Enclosure	1	500	$127,150.00	$1,038.40
	POOL (RESIDENTIAL) TOTAL:	**16**	**14,618**	**$1,250,002.00**	**$14,080.04**
Sign	Monument	2	70	$14,500.00	$940.66
	Sign - Face Change	1	18	$1,600.00	$167.37
	Wall Mounted	1	33	$8,829.00	$570.01
	SIGN TOTAL:	**4**	**121**	**$24,929.00**	**$1,678.04**
Solar (Residential)	Solar	5	0	$97,788.50	$447.50
	SOLAR (RESIDENTIAL) TOTAL:	**5**	**0**	**$97,788.50**	**$447.50**
Special Events	Special Event Major	6	0	$0.00	$1,980.00
	Special Event Minor	3	0	$0.00	$587.59

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (04/01/2025 TO 04/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	SPECIAL EVENTS TOTAL:	**9**	**0**	**$0.00**	**$2,567.59**
Tree Removal	Tree Removal Commercial	2	0	$0.00	$315.00
	Tree Removal Residential	9	0	$0.00	$264.00
	TREE REMOVAL TOTAL:	**11**	**0**	**$0.00**	**$579.00**
	GRAND TOTAL:	**665**	**1,013,695**	**$43,201,708.61**	**$564,204.68**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Social Media Followers as of May 1, 2025 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
28,757 **(+2,289)**	15,174 **(+86)**	5,279 **(+329)**	4,564 **(+28)**	979 **(+16)**

Top 3 Viewed Facebook Posts in April 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Chris Kirk officially named Chief of Police	70,140	1,225	510	51
Dredging crews clearing Turnbull Creek	28,133	230	86	22
Stormwater project at Pine Shores Circle & Aqua Court	22,435	68	31	12

Bottom 3 Viewed Facebook Posts in April 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Green Volusia business recognition program	1,383	0	0	0
Easter Egg Hunt special event on Old Fort Park	1,472	0	0	1
New scoreboard at NSB Sports Complex	2,043	7	0	1

Public Meeting Streaming Analytics in April 2025 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
5,814 **(+232)**	3,578 **(+389)**	1,963 **(+280)**	Desktop 72% **(-5)**	Mobile 28% **(+5)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. April 8 City Commission regular meeting (449)		1. City website (4,562)	1. NSB (3,003)	6. Daytona Beach (116)
2. 2025 State of the City Address (188)		2. Direct link (511)	2. Miami (655)	7. Port Orange (115)
3. April 10 Police Pension Board (162)		3. Facebook (322)	3. Edgewater (329)	8. Atlanta (78)
4. April 17 City Commission workshop (121)		4. City intranet (284)	4. Orlando (290)	9. Lake Mary (72)
5. April 1 Charter Review Committee (87)		5. Google search (45)	5. Glencoe (160)	10. Clermont (45)

From: Debbie Simmons
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez; Lorie Harris
Subject: Requested NSBU Monthly Capacity Metrics - April 2025
Date: Wednesday, May 7, 2025 9:59:47 AM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Tammy,

Forwarding the requested NSBU monthly capacity metrics; for April 2025.

Thank you,

Debbie Simmons | Executive Mgr./Records Custodian
New Smyrna Beach Utilities
(O) 386-424-3001
Email dsimmons@nsbufl.com

New Smyrna Beach ···UTILITIES···

Electric

April 2025

Peak (MW)	% of Available Capacity
81 MW	79%

Water

	Demand(MGD)	% Treatment Capacity
April 2025	5.627	60.9%

Wastewater

	TMADF(MGD)	% Treatment Capacity
April 2025	3.940	56.3%

Definitions:
MGD = Millions of Gallons per Day
TMADF = 3 Month Average Day Flow (this is the flow that our capacity available is determined on with FDEP)
Water Plant Permit Capacity = 10.368 MGD
Wastewater Plant Permit Capacity = 7.0 MGD

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 13-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE FDOT GRANT OFFER FOR A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) NO. 456950-1-94-01 AIR TRAFFIC CONTROL EQUIPMENT UPGRADE.

May 27, 2025

Background:

The New Smyrna Beach Air Traffic Control Tower (ATCT) has an existing Airport Lighting Control System (ALCS) equipment that is more than 20 years old and is beyond its service life. Parts are no longer available for the system, and we are experiencing service outages. During discussions with the Florida Department of Transportation Aviation office about this issue, they offered to assist with a grant to help pay for the replacement of this critical airport infrastructure.

Airport Lighting Control Panels (ALCPs) are used for remote control of airport lighting and auxiliary aids. The configuration of the control panel is custom-designed and built to accommodate the lighting control features and functions required at each specific airport. Toggle, rotary, or push-button switches can be installed on the panel to manually turn on and off airport lighting equipment requiring remote control.

Findings:

Staff recommends approval of the FDOT Grant offer for a Public Transportation Grant Agreement for the Air Traffic Control Equipment Upgrade.

Fiscal Analysis:

If approved, a budget amendment will be forthcoming.

10454201.567207

Total Project Cost - $62,500
Reimbursed by FDOT (80%) - $50,000
Local Share Airport Fund (20%) - $12,500

Strategic Plan Item:

No

Staff Report Created By: Jacob Cosat

Attachments:

PTGA to Sponsor FM 456950-1-94-01 ATCT Equipment at EVB.pdf

Res 13-25 FDOT PTGA Air Traffic Control Equipment Upgrade.pdf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

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

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
456950-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

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

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Air Traffic Control Equipment Upgrade at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

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

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

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

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

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

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

a. The estimated total cost of the Project is $62,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $50,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    Federal Funded:

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

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

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

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

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

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

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

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

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

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

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

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

State Funded:

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

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

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

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

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

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

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

And

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

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

applicable.

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

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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

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

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

g. E-Verify. The Agency shall:

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

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

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

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

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

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

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

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

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

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

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

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

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

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

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

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

19. Miscellaneous:

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

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

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

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

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

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

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

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

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

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

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

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing Airport Lighting Control System (ALCS) equipment is more than 20 years old and is beyond its service life. Parts are no longer available for the system, and we are experiencing service outages. Replace the Air Traffic Control Tower (ATCT) Airport Lighting Control System (ALCS).

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Lighting Installation/Upgrade: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, construction inspection, mobilization and demobilization, demolition, cables, conduits, lightning protection, required vault equipment modifications, including all materials, equipment, labor, and incidentals required to complete the lighting systems upgrade project. The Sponsor will comply with Aviation Program

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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


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ATCT

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
456950-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$50,000.00
456950-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$12,500.00
	Total Financial Assistance						$62,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$50,000.00	$12,500.00	$0.00	$62,500.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$50,000.00	$12,500.00	$0.00	$62,500.00			

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

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

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

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

Luci Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:
800-780-7102

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

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

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

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

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

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

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

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

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

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

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

B. Agency Compliance Certification.

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

a. Florida Statutes (F.S.)

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

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

C. Agency Authority.

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

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

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

1. **Accounting System.**

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

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

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

2. **Good Title.**

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

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

3. **Preserving Rights and Powers.**

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

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

4. **Hazard Removal and Mitigation.**

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

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

5. Airport Compatible Land Use.

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

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

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

6. Consistency with Local Government Plans.

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

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

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

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

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

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

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

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

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

8. Airport Financial Plan.

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

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

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

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

10. Fee and Rental Structure.

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

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

11. Public-Private Partnership for Aeronautical Uses.

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

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

12. Economic Nondiscrimination.

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

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

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

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

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

14. Operations and Maintenance.

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

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

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

15. Federal Funding Eligibility.

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

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

16. Project Implementation.

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

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

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

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

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

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

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

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

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

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

- End of Exhibit E1 -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $50,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION NO. 13-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #456950-1-94-01 FOR THE AIR TRAFFIC CONTROL EQUIPMENT UPGRADE AT THE NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the Air Traffic Control Equipment Upgrade at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN 456950-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN 456950-1-94-01, which agreement is more particularly described as:

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

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

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

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
456950-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

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

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Air Traffic Control Equipment Upgrade at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

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

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

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

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

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

a. The estimated total cost of the Project is $62,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $50,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    Federal Funded:

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

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

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

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

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

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

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

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

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

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

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

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

State Funded:

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

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

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

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

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

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

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

And

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

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

applicable.

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

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

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

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

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

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

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

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

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

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

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

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

g. **E-Verify.** The Agency shall:

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

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

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

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

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

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

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

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

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

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

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

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

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

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

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

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

19. Miscellaneous:

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

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

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

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

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

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

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

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

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

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

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

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing Airport Lighting Control System (ALCS) equipment is more than 20 years old and is beyond its service life. Parts are no longer available for the system, and we are experiencing service outages. Replace the Air Traffic Control Tower (ATCT) Airport Lighting Control System (ALCS).

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Lighting Installation/Upgrade: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, construction inspection, mobilization and demobilization, demolition, cables, conduits, lightning protection, required vault equipment modifications, including all materials, equipment, labor, and incidentals required to complete the lighting systems upgrade project. The Sponsor will comply with Aviation Program

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

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

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

F. Transit Operating Grant Requirements (Transit Only):

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


ATCT
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
456950-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$50,000.00
456950-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$12,500.00
	Total Financial Assistance						$62,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$50,000.00	$12,500.00	$0.00	$62,500.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$50,000.00	$12,500.00	$0.00	$62,500.00			

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

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

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

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

Luci Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:
800-780-7102

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

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

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

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

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

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

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

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

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

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

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

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

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

B. Agency Compliance Certification.

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

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

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

C. Agency Authority.

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

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

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

1. **Accounting System.**

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

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

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

2. **Good Title.**

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

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

3. **Preserving Rights and Powers.**

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

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

4. **Hazard Removal and Mitigation.**

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

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

5. **Airport Compatible Land Use.**

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

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

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

6. **Consistency with Local Government Plans.**

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

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

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

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

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

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

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

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

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

8. **Airport Financial Plan.**

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

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

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

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

10. **Fee and Rental Structure.**

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

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

11. **Public-Private Partnership for Aeronautical Uses.**

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

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

12. **Economic Nondiscrimination.**

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

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

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

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

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

14. **Operations and Maintenance.**

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

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

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

15. **Federal Funding Eligibility.**

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

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

16. **Project Implementation.**

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

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

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

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

18. **Airfield Access.**

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. **Project Certifications**. Certify Project compliances, including:

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

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

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

c. **Inspection and Approval.** The Agency assures that:

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

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

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

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

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

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

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

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

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

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

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

- End of Exhibit E1 -

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $50,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 14-25: CONSIDER THE APPROVAL OF COUNTYWIDE LOCAL MITIGATION STRATEGY (LMS) PLAN WITH RESOLUTION.

May 27, 2025

Background:

The Local Mitigation Strategy (LMS) plan is a crucial document that procedurally gives an organized approach to all cities and the county in preparation, coordination and comprehensive recovery efforts associated with natural disasters such as floods, hurricanes, tornadoes, etc. The LMS plan is dynamic and has been updated to reflect the best management practices for emergency response to provide cohesion between agencies to effectively serve each of the communities.

Findings:

The City's commitment to reducing flooding and other weather related impacts support the LMS plan and requires City Commission to endorse a Resolution to this effect. The goals are broad and support Vulnerability Assessment (sensitivity analysis), mitigation strategies as well as endorsing the Community Rating System as part of the National Flood Insurance Program that incentivizes flood reduction measures and results in a significant reduction of flood insurance premiums for residents.
The LMS plan has been reviewed by the applicable departments including Fire Rescue, Police, Maintenance Operations as well as Engineering and found the goals and objectives to be in line with the City's best interest, thereby endorsing Commission's approval of the resolution to adopt the LMS plan.

Fiscal Analysis:

There are no fiscal requirements as each of the Departments enacts the guidelines within the approved operating budget.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

2025 LMS FINAL PLAN AFTER REVIEW.pdf
Res 14-25 LMS Plan.pdf

VOLUSIA COUNTY, FLORIDA

MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY

PREPARED BY THE ECFRPC
AND THE VOLUSIA PREPARES LMS WORKING GROUP
JANUARY 2025

SECTION 1 – INTRODUCTION

This section of the Plan provides a general introduction to the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS). It consists of the following five subsections:

- **Background**
- **Purpose**
- **Scope**
- **Authority**
- **Summary of Plan Contents**

1.1 BACKGROUND

Natural hazards, such as hurricanes, floods and tornadoes, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. We must consider these hazards to be legitimate and significant threats to human life, safety and property.

Volusia County, Florida is vulnerable to a wide range of natural hazards, including hurricanes and tropical storms, flooding, tornadoes and wildfires. These hazards threaten the life and safety of county residents and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life of individuals who live, work and vacation in the community.

While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as *hazard mitigation*.

FEMA Definition of Hazard Mitigation:
"Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards."

Hazard mitigation techniques include both structural measures, such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards and non-structural measures, such as the adoption of sound land use policies and the creation of public awareness programs. It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. A comprehensive mitigation approach addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore, it is essential that projected patterns of future development are evaluated and considered in terms of how that growth will increase or decrease a community's overall hazard vulnerability.

As a community formulates a comprehensive strategy to hazard mitigation, a key component is to develop, adopt and update a Local Mitigation Strategy. An LMS/hazard mitigation plan establishes a broad

community vision and guiding principles for reducing hazard risk and further proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. Each of the jurisdictions has adopted the LMS by resolution (**Appendix A**).

The Volusia County Multi-Jurisdictional Local Mitigation Strategy has evolved over the years, as more thoroughly described in Section 2: Planning Process. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures (**Appendix B**) to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk. Actions go beyond recommending micro-level solutions such as elevation, retrofitting and acquisition projects, and address macro-level solutions. Examples of macro-level actions that contribute to reducing the future vulnerability of Volusia County include local policies on community growth and development, incentives for natural resource protection and public awareness and outreach activities. Finally, the Plan is a living document, with implementation, evaluation and update procedures included to help achieve meaningful objectives and successful outcomes over time.

1.1.1 Disaster Mitigation Act of 2000

To reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate mitigation planning activities and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally approved hazard mitigation plan thereby become pre-positioned and are more apt to receive available mitigation funds before and after the next disaster strikes.

The Volusia County Multi-Jurisdictional LMS has been prepared in coordination with FEMA Region IV and the Florida Division of Emergency Management to ensure that the Plan meets all applicable DMA 2000 and state requirements. A *Local Mitigation Plan Review Crosswalk*, found in **Appendix C**, provides a summary of federal and state minimum standards and notes the location where each requirement is met within the Plan.

1.2 PURPOSE

The purpose of the Volusia County Multi-Jurisdictional LMS is to:

- **Provide a comprehensive update to the *Volusia County Local Hazard Mitigation Plan*, as previously amended in 2020, that is compliant with federal and state requirements.**
  - This Plan is intended to assist participating jurisdictions to comply with requirements in order to expedite the response and recovery process. In addition, compliance is often required to obtain state and federal funding for pre-disaster mitigation projects and post-disaster situations. This Plan allows participating jurisdictions to quickly assemble the necessary grant application materials when seeking funding.

- **Provide a methodical, substantive approach to mitigation planning.**
  - The use of a methodical approach ensures that each step in the planning process builds upon the last, resulting in a high level of assurance that proposed mitigation actions have a valid basis.

- **Enhance public awareness and understanding of hazard mitigation planning.**
  - Engaging the public in the local mitigation planning process shapes the goals, objectives and policies in this Plan. Further, it provides a method for educating the public on how to protect themselves from the impacts of hazards.

- **Create a decision tool for management.**
  - This plan provides local managers, leaders and officials with the tools needed to reduce vulnerabilities to future hazard events.

- **Enhance local policies for hazard mitigation capability.**
  - The Capability Assessment found in Section 7 outlines the policies in Volusia County and the participating jurisdictions to reduce hazard vulnerability. Volusia County's participating jurisdictions aim to enhance and create policies to address mitigating the impacts of a hazard if such policies do not exist.

- **Assure inter-jurisdictional coordination of mitigation-related programming.**
  - By creating a Multi-Jurisdictional plan, this Plan ensures coordination of mitigation activities. This ensures that mitigation actions proposed or implemented by one jurisdiction will be compatible with the actions pursued by another.

- **Provide jurisdiction-specific hazard mitigation vulnerability assessments and actions.**
  - The vulnerability of each jurisdiction will be outlaid in the Vulnerability Assessment. Further, each jurisdiction, based on its vulnerability, will have actions to address hazard vulnerability.

1.3 SCOPE

The focus of the Volusia County Multi-Jurisdictional LMS is on those hazards deemed to be "high" or "moderate" risk as determined through a detailed hazard risk assessment conducted for Volusia County. Other hazards that pose a "low" or "negligible" risk will continue to be evaluated during future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. This enables Volusia County and its participating jurisdictions to prioritize mitigation actions based on those hazards which are understood to present the greatest risk to lives and property.

The geographic scope (i.e., the planning area) for the Plan includes all areas within the unincorporated jurisdiction of Volusia County and the participating incorporated municipalities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona. In addition, other entities, such as the Volusia County School District, Halifax Medical Center, various Advent Health locations, American Red Cross and the Daytona Beach International Airport participated in the planning process. See Section 2 for a full list of participating entities.

1.4 AUTHORITY

The Volusia County Multi-Jurisdictional LMS has been developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans and has been adopted by Volusia County and its participating jurisdictions and partners in accordance with standard local procedures. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules and legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and
- FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

1.5 SUMMARY OF PLAN CONTENTS

The contents of this Plan are designed and organized to be as reader-friendly and functional as possible. While significant background information is included in the processes used and studies completed (i.e., risk assessment, capability assessment), this information is separated from the more meaningful planning outcomes or actions (i.e., mitigation strategy, mitigation action plans).

Section 2: ***Planning Process***, provides a complete narrative description of the process used to prepare the Plan. This includes the identification of who was involved, who participated on the planning team, and how the public and other stakeholders were involved. It also includes a detailed summary for each of the key meetings held along with any associated outcomes.

The ***Community Profile***, located in Section 3, describes the general makeup of Volusia County, including prevalent geographic, demographic and economic characteristics. In addition, building characteristics and land use patterns are discussed. This baseline information provides a snapshot of the planning area and thereby assists local officials recognize those social, environmental and economic factors that ultimately play a role in determining community vulnerability to hazards.

The Risk Assessment is presented in three sections: Section 4: ***Hazard Identification***; Section 5: ***Hazard Profiles***; and Section 6: ***Vulnerability Assessment***. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

The ***Capability Assessment***, found in Section 7, provides a detailed analysis of the capacity in Volusia County and the participating jurisdictions to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability and political capability.

The ***Community Profile***, ***Risk Assessment*** and ***Capability Assessment*** collectively serve as a basis for determining the goals for the Volusia County Multi-Jurisdictional LMS, each contributing to the development, adoption and implementation of a meaningful and manageable *Mitigation Strategy* that is based on accurate background information.

The ***Mitigation Strategy***, found in Section 8, consists of broad countywide goal statements as well as an analysis of hazard mitigation techniques for Volusia County and its participating jurisdictions and partners to consider in reducing hazard vulnerabilities. The Strategy provides the foundation for a detailed ***Mitigation Action Plan***, found in Section 9, which links specific mitigation actions for each County department or agency to locally assigned implementation mechanisms and target completion dates. Together, these sections are designed to make the Plan both strategic (through the identification of long-term goals) but also functional through the identification of short-term and immediate actions that will guide day-to-day decision-making and project implementation.

In addition to the identification and prioritization of possible mitigation projects, emphasis is placed on the use of program and policy alternatives to help make Volusia County and the participating jurisdictions less vulnerable to the damaging forces of hazards while improving the economic, social and environmental health of the community. The concept of multi-objective planning was emphasized throughout the planning process, particularly in identifying ways to link, where possible, hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development and public health and safety.

Section 10: ***Plan Maintenance Procedures*** includes the measures that Volusia County and the participating jurisdictions will take to ensure the Plan's continuous long-term implementation. The procedures also include the manner in which the Plan will be regularly evaluated and updated to remain a current and meaningful planning document.

SECTION 2 – PLANNING PROCESS

44 CFR Requirement

44 CFR Part 201.6(c)(1): The plan shall include documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.

This section describes the planning process undertaken by Volusia County in the development of the 2025 Multi-jurisdictional Local Mitigation Strategy. It consists of the following six subsections:

- **Overview of Hazard Mitigation Planning**
- **History of Hazard Mitigation Planning in Volusia County**
- **Preparing the 2025 Plan**
- **The Volusia Prepares Local Mitigation Strategy Working Group**
- **Community Meetings and Workshops**
- **Involving the Public and Identified Stakeholders**

2.1 OVERVIEW OF HAZARD MITIGATION PLANNING

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks and determining how to best minimize or manage those risks. This process results in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision.

To ensure the functionality of a hazard mitigation plan, responsibility is assigned for each proposed mitigation action to a specific individual, department or agency along with a schedule or target completion date for its implementation. Plan maintenance procedures are established for the routine monitoring of implementation progress, as well as the evaluation and enhancement of the mitigation plan itself. These plan maintenance procedures ensure that the plan remains a current, dynamic and effective planning document over time that becomes integrated into the routine local decision-making process.

Mitigation planning offers many benefits, including:

- **Saving lives and property**
- **Saving money**
- **Speeding recovery following disasters**
- **Reducing future vulnerability through wise development and post-disaster recovery and reconstruction**
- **Expediting the receipt of pre-disaster and post-disaster grant funding**
- **Demonstrating a firm commitment to improving community health and safety**

Typically, mitigation planning is described as having the potential to produce long-term and recurring benefits by breaking the repetitive cycle of disaster loss. A core assumption of hazard mitigation is that

the investments made before a hazard event will significantly reduce the demand for post-disaster assistance by lessening the need for emergency response, repair, recovery and reconstruction. Furthermore, mitigation practices will enable local residents, businesses and industries to re-establish themselves in the wake of a disaster, getting the community economy back on track sooner and with less interruption.

The benefits of mitigation planning go beyond solely reducing hazard vulnerability. Measures such as the acquisition or regulation of land in known hazard areas can help achieve multiple community goals, such as preserving open space, maintaining environmental health and enhancing recreational opportunities. Thus, it is vitally important that any local mitigation planning process be integrated with other concurrent local planning efforts, and any proposed mitigation strategies must consider other existing community goals or initiatives that will help complement or hinder their future implementation.

2.2 HISTORY OF HAZARD MITIGATION PLANNING IN VOLUSIA COUNTY

Volusia County's hazard mitigation planning efforts began in 1997 with the formation of the Volusia Prepares Committee. The committee developed the first LMS in 1999 (adopted 2000), as part of the Florida Department of Community Affairs LMS Initiative. The previous version of the LMS, prior to the 2025 version, was updated and adopted in 2020.

2.3 PREPARING THE 2025 LMS

The 2025 LMS update was prepared by the East Central Florida Regional Planning Council with assistance from Volusia County Emergency Management Staff. The LMS Update process was led by Volusia County Emergency Management Plans Coordinator Aubrie Austin. The LMS plan was updated from June 2024 to January 2025.

Per the contractual scope of work[1], the consultant team utilized the mitigation planning process recommended by FEMA (Publication Series 386) and recommendations provided by Florida Division of Emergency Management mitigation planning staff. A Local Mitigation Plan Crosswalk, found in Appendix C, provides a detailed summary of FEMA's current minimum standards of acceptability for compliance with the DMA 2000 and notes the location of where each requirement is met within the Plan. These standards are based upon FEMA's Interim Final Rule as published in the Federal Register on February 26, 2002, in Part 201 of the 44 Code of Federal Regulations.

The 2025 LMS was prepared using an updated plan outline and incorporated relevant content from the 2020 LMS. The LMS Working Group updated various parts of the 2020 LMS, as exemplified below:

- *Stakeholders*
  The LMS Working Group identified additional stakeholders that would like to participate in the LMS update process. These stakeholders were invited to subsequent meetings.

- *Plan Outline*
  The LMS Working Group did not revise the plan outline that was proposed by the consultant.

[1] A copy of the negotiated contractual scope of work between Volusia County and ECFRPC is available through Volusia County upon request.

- *Hazards*
  The LMS Working Group decided to include natural hazards starting with the 2009 LMS update, per DMA 2K requirements. Additional manmade and technical hazards occurrences have been included because the rise in occurrences over past years. Many of these hazards are addressed through other emergency preparedness and response plans (e.g., Comprehensive Emergency Management Plan, Emergency Response Plan, Emergency Action Plan, etc.), but cascading impacts have increased the need for mitigation.

- *Hazards Identification Scoring (for reference)*
  In 2024, prior to this plan update, each jurisdiction reviewed the hazards scores that were included in the 2020 LMS (Comparison of Jurisdictional Relative Risk) and modified the scores for each hazard to reflect changes in the impacted area; probability of occurrence; and affects to the built and natural environment and economy.

- *Goals and Objectives*
  The LMS Working Group reviewed the goals and objectives as part of the 2025 update cycle. Through a series of meetings at the beginning of the update process, all goals and objectives were assessed, combined, and/or updated to better reflect the changing needs of the county.

- *Vulnerability Assessment*
  The Vulnerability Assessment was updated using property appraiser data, Resilient Florida Statute Guidelines, and NOAA/USACE predications, as well as the most recent local parcel data (October 2024) for GIS analysis. Hazard maps, hazards exposure and loss estimates were included when appropriate. See Sections 4, 5 and 6 for further information.

- *Hazard Mitigation Initiatives*
  The LMS Working Group decided to continue to use the Excel-based mitigation initiative status and scoring system. See Section 9 for further information.

- *LMS Working Group Bylaws and Operating Procedures (for reference)*
  The LMS Working Group updated the Bylaws and Operating Procedures in 2014 with the facilitated assistance from the consultant with changes made since the 2009 LMS update.

- *Capability Assessment*
  In 2009, a Capability Assessment was prepared, which was not included in the 2005 LMS. This assessment was updated for the 2020 LMS. A survey was conducted among the participating jurisdictions to update the 2025 LMS.

The process used to update this LMS included:

- Conducted the Preliminary Meeting with Volusia County Emergency Management to establish planning process, roles, responsibilities, etc. in preparation for the Kickoff Meeting.
- Conducted the Kickoff Meeting with the Volusia Prepares LMS Working Group
- Offered engagement opportunities for the general public

- Implemented the Vulnerability Assessment produced by the East Central Florida Regional Planning Council (ECFRPC)
- Updated the Capability Assessment
- Conducted Mitigation Strategy Meetings with the Volusia Prepares LMS Working Group and invited the general public to attend. The meetings focused on the plan outline and data collection process, as well as a review of the first draft of the updated 2025 plan.
- Developed the Mitigation Strategy with the LMS Working Group
- Updated the scores for the Mitigation Initiatives
- Updated the Mitigation Initiatives status and scoring of potential projects
- Updated the LMS Plan Maintenance process

Each of these planning steps resulted in critical work products and outcomes that collectively make up the Plan. These elements have been included as separate sections of the Plan (further described in Section 1: Introduction).

The jurisdictions will consider using content from the LMS into other planning initiatives.

2.4 VOLUSIA PREPARES LOCAL MITIGATION STRATEGY WORKING GROUP

To guide the development of this Plan, Volusia County reconvened its Volusia Prepares LMS Working Group that was created under past planning efforts. Since the previous update, some changes have been made to the LMS working group in terms of personnel. The LMS Working Group includes representatives of various public, private and non-profit organizations throughout the county. The LMS Working Group represents a community-based planning team made up of local government officials and other key stakeholders identified to serve as critical partners in the planning process.

Opportunities were provided for all Volusia County jurisdictions, agencies, businesses, academia and other interested parties to participate in the LMS update process. All Volusia Prepares information is emailed to city managers, business owners, chambers of commerce, agencies, non-profits, emergency managers and other county partners.

Several non-profits (e.g., American Red Cross, Volusia Interfaiths/Agencies Networking in Disaster and United Cerebral Palsy) have participated in the LMS update process and have approved initiatives in the LMS. There is a Volusia Prepares Business group that has developed a Business Operations Center and emergency business database. They've also held several business planning workshops.

Beginning in June 2024, the LMS Working Group members engaged in regular discussions as well as local meetings and planning workshops to discuss and complete tasks associated with preparing the Plan. This working group coordinated together on all aspects of plan preparation and provided valuable input to the process. In addition to regular meetings, committee members routinely communicated and were kept informed through an e-mail distribution list and Internet Web site.

Specifically, the tasks assigned to the LMS Working Group members included:

- Participate in LMS update meetings and workshops.
- Provide best available data.

- Help complete the Capability Assessment Survey and provide copies of any mitigation or hazard-related documents for review and incorporation into the Plan.
- Support the development of the Mitigation Strategy, including the design and adoption of community goal statements.
- Help design and propose appropriate mitigation actions for their department/agency for incorporation into the Mitigation Action Plan. Provide a status update and assign a priority score to existing Mitigation Actions.
- Review and provide timely comments on all study findings and draft plan deliverables.
- Support the adoption of the 2025 Volusia County Multi-Jurisdictional Local Mitigation Strategy by all participating jurisdictions.

In addition to these tasks, the Volusia Prepares LMS Working Group consists of a subcommittee responsible for the integration of the County's Program for Public Information (PPI) report into the workflow of the Volusia Prepares Working Group. This includes the creation of an annual report that reviews the status and applicability of the plan.

Section 2 Table 1 lists the members of the Volusia County Prepares LMS Working Group who were responsible for participating in the development of the Plan.

Section 2 Table 1: Volusia County Prepares LMS Working Group

NAME	AGENCY / JURISDICTION	EMAIL	TITLE
Justin Barton	Daytona Beach	bartonjustin@codb.us	Engineer
Angie Sehenuk	Daytona Beach	sehenukangie@codb.us	Engineer
Lori Irwin	Daytona Beach Shores	lirwin@cityofdbs.org	Finance Director
Amy Long	DeBary	awilliamson@debary.org	Public Works Director
David Hamstra	DeBary	david@PegasusEngineering.net	Engineering Consultant
Mike Grebosz	DeLand	greboszm@deland.org	Assistant City Manager
Kieu Moses	DeLand	mosesk@deland.org	Special Projects Coordinator
Jonathan Jacob	DeLand	jacobj@deland.org	Imaging Specialist
Sue Houle	Deltona	shoule@deltonafl.gov	Logistics Manager
Bill Snyder	Deltona	bsnyder@deltonafl.gov	City Fire Chief
Tyna Lynn Hilton	Edgewater	thilton@cityofedgewater.org	Environmental Services Administrator
Sandy Camp	Edgewater	scamp@cityofedgewater.org	Grants Administrator
Steve Juengst	Holly Hill	sjuengst@hollyhillfl.org	Deputy Public Works Director
Jim Gleason	Lake Helen	jgleason@lakehelen.org	City Administrator
David Hamstra	New Smyrna Beach	david@pegasusengineering.net	Engineering Consultant
Kyle Fegley	New Smyrna Beach	kfegley@cityofnsb.com	City Engineer
Mark Bell	Oak Hill	publicworks@oakhillfl.gov	Public Works Director
John Peters	Orange City	jpeters@orangecityfl.gov	Engineering Services Director

NAME	AGENCY / JURISDICTION	EMAIL	TITLE
Joseph Ruiz	Orange City	jruiz@orangecityfl.gov	Development Services Deputy Director
Ronnie Long	Orange City	rlong@orangecityfl.gov	Fire Chief
Loretta Moisio	Ormond Beach	Loretta.Moisio@ormondbeach.org	Grants Coordinator
Robin Gawel	Ormond Beach	Robin.Gawel@ormondbeach.org	Senior Planner
Yvonne Braddock	Pierson	townclerk@townofpierson.org	City Clerk
Hank Baker	Ponce Inlet	hbaker@ponce-inlet.org	Building Official
Ami Pierce	Ponce Inlet	apierce@ponce-inlet.org	Office Manager Building & Permit
Valerie Duhl	Port Orange	vduhl@port-orange.org	Community Development Engineer
Marget Tomlinson	Port Orange	mtomlinson@port-orange.org	Construction & Engineering Manager
Becky Witte	South Daytona	bwitte@southdaytona.org	Deputy City Clerk
James Gillis Jr	South Daytona	lgillis@southdaytona.org	City Manager
Josh McEnany	South Daytona	jmcenany@southdaytona.org	Economic Development Director
Jessica Fentress	Volusia County Coastal Division	jfentress@volusia.org	Coastal Division Director
Niles Cyzycki	Volusia County Coastal Division	NCyzycki@volusia.org	Coastal Division Activity Project Manager
Corry Brown	Volusia County Community Assistance	cabrown@volusia.org	Community Assistance Operations Manager
Aubrie Austin	Volusia County Emergency Management	alaustin@volusia.org	Emergency Management Operations Coordinator
Yolanda Buckles	Volusia County Emergency Management	ybuckles@volusia.org	Emergency Management Planner II
Suzie Darby	Volusia County Emergency Services	sdarby@volusia.org	Emergency Services Operations Manager
Samantha West	Volusia County Environmental Management	swest@volusia.org	Sustainability & Resiliency Manager
Jeff Alberts	Volusia County Fire Dept.	jalberts@volusia.org	Fire Department Deputy Fire Chief
Nancy Church	Volusia County GIS	nchurch@volusia.org	GIS Project Leader
Jill Hemmerlein	Volusia County Growth and Resource Management	jhemmerlein@volusia.org	CRS Coordinator
Arden Fontaine	Volusia County Public Works	afontaine@volusia.org	Public Works Deputy Director
David Linkinhoker	Volusia County Recovery and Resiliency	dlinkinhoker@volusia.org	Recovery and Resiliency Projects Coordinator
Chris William	Volusia County Recovery and Resiliency	crwilliams@volusia.org	Recovery and Resiliency Activity Projects Manager
Ron Young	Volusia County School Board	Reyoung@volusia.k12.fl.us	School Board Director Planning & Construction
Michael Ulrich	Volusia County Water Resources and Utilities	Mulrich@volusia.org	Water Resources and Utilities Director
Michael Poinatowski	Advent Health	Michael.poinatowski@adventhealth.com	Emergency Manager
Pat White	Aptim	Patricia.white@aptim.com	Planner

NAME	AGENCY / JURISDICTION	EMAIL	TITLE
Karen Feaster	Daytona Beach International Airport	kfeaster@volusia.org	Airport Director
McKenna Korzeniewski	East Central Florida Regional Planning Council	MKorzeniewski@ecfrpc.org	Resilience Planner II
Michelle Cechowski	East Central Florida Regional Planning Council	mcechowski@ecfrpc.org	Director of Emergency Preparedness
Austin Beeghly	FDEM	Austin.Beeghly@em.myflorida.com	Regional Response Coordinator
Elizabeth Caison	FDEM	Elizabeth.Caison@em.myflorida.com	Regional Recovery Coordinator
Stephen Civitelli	Florida Health Department - Volusia	Stephen.Civitelli@flhealth.gov	Director
Tim MacHardy	Mosquito Control	Tmachardy@volusia.org	Activity Project Manager
Cammie Dewey	St. Johns River WMD	cdewey@sjrwmd.com	Strategic Planning Basin Coordinator
Jim Cannon	St. Johns River WMD	Jcannon@sjrwmd.com	Intergovernmental Coordinator
Jim Peterson	St. Johns River WMD	JPeterson@sjrwmd.com	Strategic Planning Basin Coordinator
Mike McMunigle	St. Johns River WMD	MJMcMuni@sjrwmd.com	Strategic Planning Basin Coordinator

2.5 COMMUNITY MEETINGS AND WORKSHOPS

The preparation of this Plan required a series of meetings and workshops for facilitating discussion, gaining consensus and initiating data collection efforts with local government staff, community officials and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the Plan. Below is a summary of the key meetings and community workshops held during the development of the plan update.

In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency, such as the approval of specific mitigation actions for their jurisdiction, department or agency to undertake and include in the Mitigation Action Plan. Preplanning efforts began in January 2024. The LMS Working Group was notified in the first quarter meeting that the LMS update was this year, and their participation was vital to the plan's success.

The following is a summary of the meetings that occurred during the LMS update planning process. Meeting invitations, agendas, minutes and rosters are provided in Appendix D.

Volusia Prepares Kickoff Meeting

June 21, 2024

The Kickoff Meeting was held at the Volusia Emergency Operations Center, 3825 Tiger Bay Road and was attended by the LMS Working Group. The primary purpose of the meeting was to explain the proposed planning process in detail, describe individual roles and responsibilities and begin initial data collection efforts. The LMS Working Group was asked to identify additional stakeholders, new plans, data and studies to incorporate into the LMS update.

Public Kickoff Meeting

September 20, 2024

The Working Group's Quarter 3 Meeting was open to the public. This meeting was held at the Volusia County Emergency Operations Center. The goal was to begin the public engagement process. The objective was to inform the Working Group and the public on the progress made up to that point and to discuss any updates needed to the priority project list.

Public Engagement Meetings

November 25 and 26, 2024

Two public meetings were held to inform the public of the planning process and the overall scope of the 2025 Volusia County Local Mitigation Strategy. Maps and a draft plan were provided and general items within the plan were discussed. Special attention was given to community members' needs and recommendations for the plan.

Volusia Prepares Meeting #2 and Conclusion Meeting for Public

December 13, 2024

The next Local Mitigation Strategy Meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The purpose of this meeting was to inform the jurisdictions and the public on the plan update and obtain comments and feedback.

The final opportunity for public comment will take place at the County Council meeting when the plan is presented for formal adoption. Upcoming community outreach efforts will focus on including the concepts of mitigation in current public information activities, and to make the public aware of this planning process, its goals and objectives, and opportunities for public input at every possible occasion.

2.6 INVOLVING THE PUBLIC AND IDENTIFIED STAKEHOLDERS

A press release was issued from Volusia County Community Information, by the Volusia County Public Information Officer, to invite the public to participate in the LMS development and provide comments on the LMS. The press release included background information about the LMS process, the agenda topics, date, time and location information. Public feedback was accepted by emails, in meetings, in surveys, or by contacting the LMS Coordinator. In addition, the LMS was also placed on the Volusia County Emergency Management's Website.

The public and community stakeholders were invited to "Public Meetings" during the LMS planning process (see Appendix D). These meetings were hosted at two different public library locations to reach different parts of the community. Additionally, they were hosted at different times of the day, one evening and one morning, to accommodate various residents.

The public was also invited to the Volusia Prepares meetings conducted on September 20th and December 13th at the Volusia County EOC.

VCEM engaged community leaders from low-income and underserved communities to request input on the risks and hazards over the 5-year planning period. The survey was distributed to these partners as a way to report local experiences of hazard events (see Appendix D).

SECTION 3 – COMMUNITY PROFILE

This section of the Plan provides an overview of Volusia County, Florida. It consists of the following five subsections:

- **Geography and the Environment**
- **Population and Demographics**
- **Housing, Infrastructure and Land Use**
- **Employment and Industry**
- **Development Trends**

A variety of resources were used to obtain reliable data and information about the community's profile and demographics. To develop this plan, sources such as the U.S. Census, BEBR reports, and Volusia County Property Appraiser information, were utilized.

3.1 GEOGRAPHY AND THE ENVIRONMENT

Volusia County was established in 1854 as a prosperous steamboat landing area. It lies on the central coast of eastern Florida and is comprised of 1,103 square miles of land and 329 square miles of water (bounded to the north and south by the coastal counties of Flagler and Brevard). Several counties border Volusia County to the west including Putnam, Marion, Lake and Seminole. The County is located approximately 40 miles from Orlando, 95 miles from Jacksonville and 105 miles from Tampa, Florida.

There are 16 incorporated areas within Volusia County, of which Deltona is the largest in terms of population. An orientation map of the Volusia County study area is provided as **Section 3 Figure 1**. The participating jurisdictions in this plan include Daytona Beach, Daytona Beach Shores, DeBary, Deland Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, South Daytona, and the unincorporated area of Volusia County.

Forest land accounts for approximately 56 percent of the land area in Volusia County[1]. There is an abundance of public land in Volusia County. For example, the northern portion of the county, abutting Flagler County, is located in the North Peninsula State Recreation Area. In addition, the southern coastal portion of the county, adjacent to Brevard County, is part of the Canaveral National Seashore.

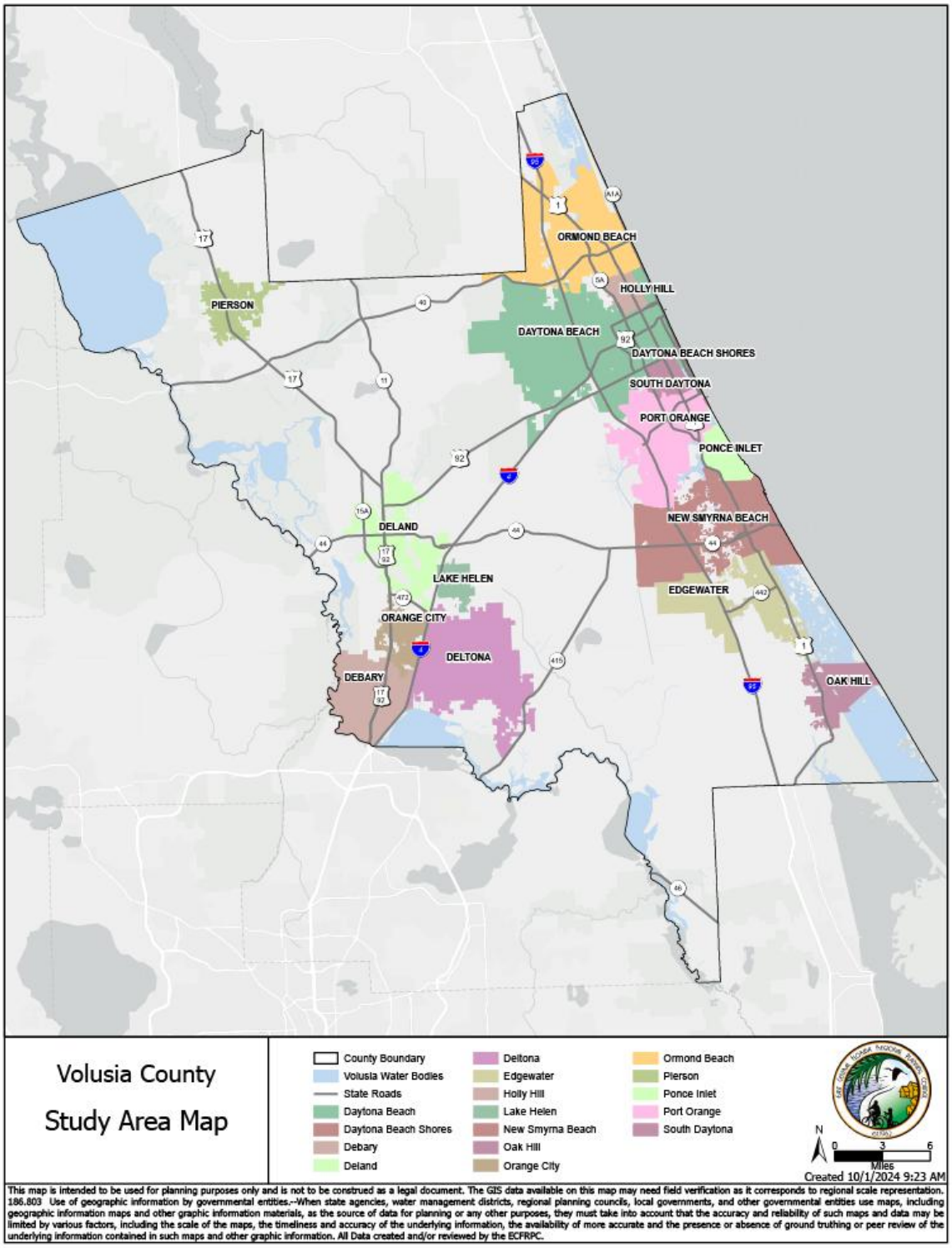
The climate in Volusia County is considered sub-tropical with generally warm, humid temperatures year-round. The average winter temperature is 61 degrees Fahrenheit. The average summer temperature is 81 degrees Fahrenheit, though it typically exceeds 90 degrees Fahrenheit in the months of June, July, and August. The average annual precipitation is 53.83 inches.

The dominant surface water resources in Volusia County are Mosquito Lagoon, Lake George (37,884 acres), Lake Monroe (5,423 acres), and Lake Harney (3,210 acres)[2]. Additionally, the Halifax River and

[1] http://www.freshfromflorida.com
[2] Volusia County Comprehensive Plan, Figure 1-2 Legend for Water Bodies

Indian River Lagoon are major waterways. There are many other water areas throughout the County, which are fed by numerous creeks, bayous and other minor tributaries.

Section 3: Figure 1: Volusia County Study Area Map



Source: Volusia County GIS, ECFRPC GIS

3.2 POPULATION AND DEMOGRAPHICS

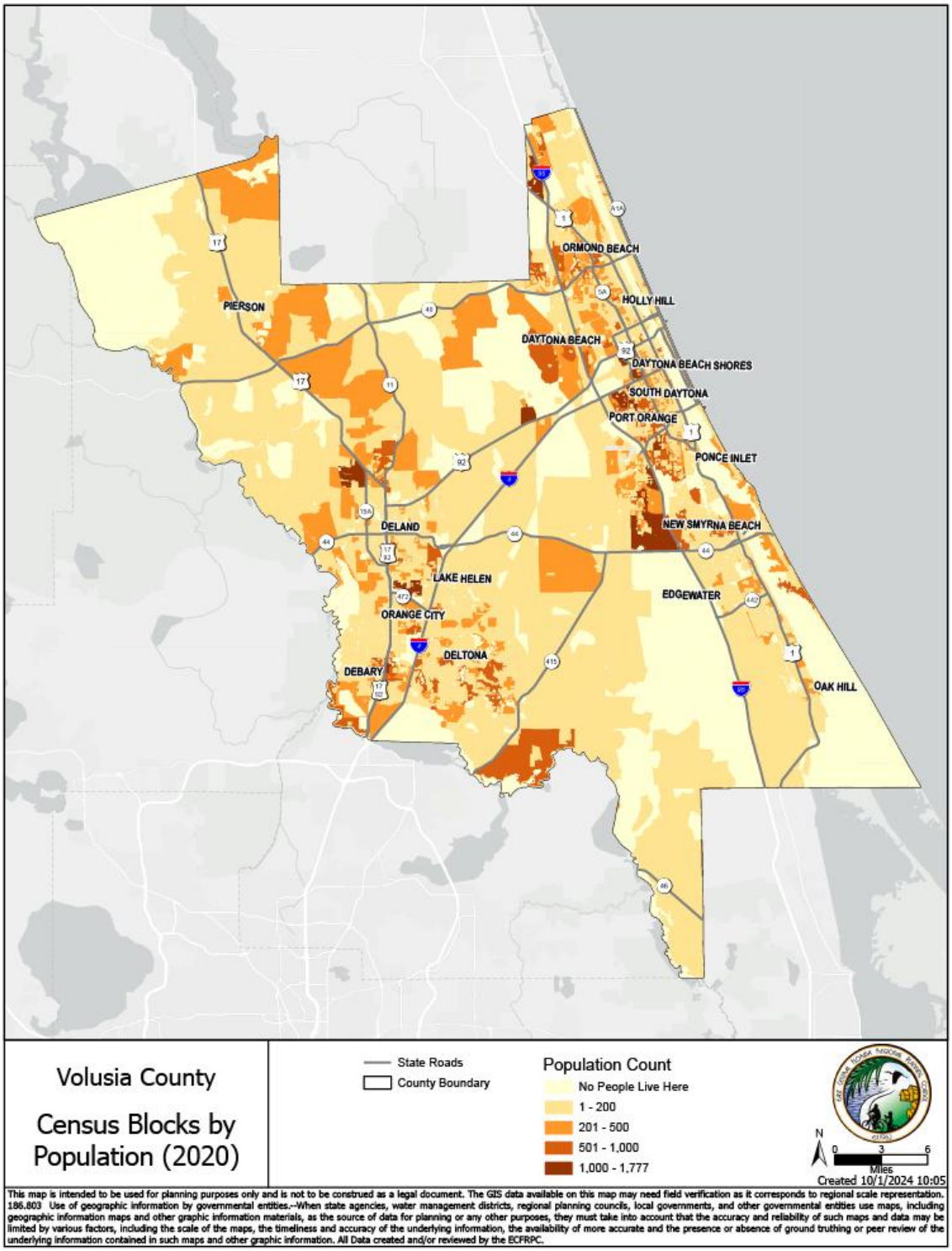
According to the U.S. Census Bureau, the 2023 estimated population of Volusia County was 590,357. This represents a 6.7 percent increase from 2020, when the population was 553,537. **Section 3: Table 1** provides the 2020 populations of the cities and unincorporated areas within Volusia County, along with the 2023 population estimates as provided by the U.S. Census Bureau. In addition, **Section 3: Figure 2** shows the population distribution in Volusia County.

Section 3: Table 1: Population of Cities and Unincorporated Areas in Volusia County[3]

JURISDICTION	2020 POPULATION	2023 POPULATION ESTIMATE
Daytona Beach	71,586	82,485
Daytona Beach Shores	5,120	5,194
DeBary	22,255	23,209
DeLand	37,786	43,009
Deltona	93,701	98,739
Edgewater	23,111	23,636
Holly Hill	12,970	13,075
Lake Helen	2,843	2,964
New Smyrna Beach	30,210	32,655
Oak Hill	2,011	2,128
Orange City	12,631	14,928
Ormond Beach	43,070	44,277
Pierson	1,540	1,558
Ponce Inlet	3,365	3,450
Port Orange	62,619	65,966
South Daytona	12,852	13,781
Unincorporated	115,867	119,303

[3] U.S. Census Bureau, Population Division (May 2024) & University of Florida Bureau of Economic and Business Research (January 2024). https://bebr.ufl.edu/wp-content/uploads/2024/01/projections_2024.pdf

Section 3: Figure 2: Population of Cities and Unincorporated Areas in Volusia County



Source: U.S. Census Bureau (2020)

According to the 2022 U.S. Census American Community Survey, the median age for the County was 46.6 years. This is higher than the Florida median age of 42.7 years of age. It is estimated that 25.4 percent of the County's population is made up of persons that are 65 years old and over, which is higher than the State figure of 21.6 percent.

The racial mix in Volusia County is predominately white, but has other populations. White persons make up 70.4 percent of the County's population. Black or African American persons accounted for 10.1 percent of the Volusia County population, less than the state percentage of 15.0 percent. Asians comprised 2.0 percent of the population compared to the state's 2.9 percent. People of two or more races comprise 7.6 percent of the population in the County.

According to the Census American Community Survey, in 2022 there were 2.7 people per household. There were 2.32 people per household according to the 2010 U.S. Census.

Section 3: Table 2: Average Number of Persons Per Household

JURISDICTION	AVERAGE NUMBER OF PERSONS PER HOUSEHOLD
Daytona Beach	2.7
Daytona Beach Shores	2.2
DeBary	2.7
DeLand	2.9
Deltona	3.2
Edgewater	2.6
Holly Hill	2.5
Lake Helen	2.5
New Smyrna Beach	2.4
Oak Hill	1.7
Orange City	2.6
Ormond Beach	2.5
Pierson	2.9
Ponce Inlet	2.1
Port Orange	2.6
South Daytona	2.7
Unincorporated	2.8

Source: U.S. Census Bureau

3.3 HOUSING, INFRASTRUCTURE, AND LAND USE

3.3.1 Housing

According to the Census Bureau's 2022 American Community Survey, there are 273,835 housing units in Volusia County. Of these structures, 68.8 percent are single-unit and 22.7 percent are multi-unit. The remaining 8.5 percent are mobile homes or other types of housing. The median value of owner-occupied housing units was $251,400, compared to the $178,700 state average and the $193,500 national average.[4]

3.3.2 Infrastructure

Infrastructure is categorized in this Plan as Transportation and Utilities, as these elements are vital in a disaster event, both for evacuation and for response and recovery efforts. Volusia County is endowed with multi-modes of transportation and has several utility providers.

Transportation

Volusia County has several transportation options whether traveling by automobile, rail, or air. There are two federal interstates which run through the County: Interstate 95 runs north to south along the coast, and Interstate 4 runs northeast, connecting the County to Orlando, and merging with I-95 near Daytona Beach. There are also four federal highways (U.S. 1, U.S. 17, U.S. 40 and U.S. 92). There are also four major railway transportation providers (Amtrak, CSX, Florida East Coast Railway, and SunRail), and a number of regional airports. The major area airport is Daytona Beach International Airport. In addition, Port Canaveral, a deep-water port, and one of the busiest cruise ports in the world, is located about 70 miles south of Volusia County in Brevard County.

Utilities

Florida Power and Light, Duke Energy, City of New Smyrna Beach Utilities Commission, and Clay Electric Cooperative serve the electricity needs in Volusia County. The natural gas suppliers are Florida Public Utilities and TECO People's Gas. Water and sewer services are provided by a number of different sources including Volusia County Utilities, North Peninsula Utilities Corporation, and municipal governments.

3.3.3 Land Use

[4] https://data.census.gov/table/ACSDP5Y2022.DP04?g=050XX00US12127&d=ACS%205-Year%20Estimates%20Data%20Profiles

Section 3: Table 2 shows the current vacant commercial, industrial, institutional, other, and residential land in Volusia County as of 2024 rounded up to the nearest whole numbers.

Section 3: Table 3: Vacant Land in Acres Throughout Volusia County

JURISDICTION	VACANT COMMERCIAL	VACANT INDUSTRIAL	VACANT INSTITUTIONAL	VACANT OTHER	VACANT RESIDENTIAL
Daytona Beach	1488	241	95	6830	817
Daytona Beach Shores	25	0.5	0.7	137	10
DeBary	298	46	-	739	491
DeLand	447	127	30	2084	676
Deltona	576	152	9	1691	1165
Edgewater	464	220	2	1360	518
Holly Hill	67	31	0.6	45	96
Lake Helen	100	-	7	185	631
New Smyrna Beach	654	150	15	2978	626
Oak Hill	143	-	3	796	479
Orange City	827	91	0.8	259	236
Ormond Beach	651	63	5	2947	628
Pierson	65	-	0.8	900	745
Ponce Inlet	17	-	4	221	67
Port Orange	514	42	130	2127	311
South Daytona	125	9	1	73	39
Unincorporated Area	1735	333	41	6305	40339

Source: Volusia County Property Appraiser, ECFRPC

3.4 EMPLOYMENT AND INDUSTRY

Volusia County began as a prosperous steamboat landing town in the early 1800s. Today, employment is based largely in the public sector. According to the 2022 American Community Survey, the civilian labor force in Volusia County is approximately 255,301. The top employers are Volusia County Schools, and the local hospital systems.

From an industry perspective, the main economic sources for the county are educational services, and health care and social assistance (21.7%); Retail trade (13.6%); Professional, scientific, and management, and administrative and waste management services (12.4%); and Arts, entertainment, and recreation, and accommodation and food services (11.5%).[5]

In 2022, the estimated median household income for Volusia County was $64,601, less than the State at $72,200 and U.S. medians of $80,610.[6]

[5] https://data.census.gov/table/ACSDP5Y2022.DP03?g=050XX00US12127&d=ACS%205-Year%20Estimates%20Data%20Profiles

[6] https://fred.stlouisfed.org/series/MHIFL12127A052NCEN

3.5 DEVELOPMENT TRENDS

Volusia County experienced substantial growth between 2000 and 2005 followed by a sharp decline in growth between 2009 and 2012, as indicated by U.S. Census residential building permit data. Growth has generally rebounded since 2013.

Section 3: Table 4: Annual Residential Building Permit Data, Volusia County

YEAR	TOTAL RESIDENTIAL UNITS	YEAR OVER YEAR CHANGE
2000	3,147	---
2001	5,112	+ 1,965
2002	4,171	-941
2003	5,112	+ 941
2004	4,920	- 192
2005	5,186	+ 266
2006	2,961	- 2,225
2007	1,577	- 1,384
2008	1,053	- 524
2009	600	- 453
2010	653	+ 53
2011	539	- 114
2012	760	+ 221
2013	1,307	+ 547
2014	1,205	- 102
2015	987	- 218
2016	1,077	+ 90
2017	1,496	+ 419
2018	1,598	+ 102
2019	1,928	+ 105
2020	2,035	+ 107
2021	2,759	+724
2022	3,519	+ 760
2023	3,232	-287
2024	2,574	-658

Source: U.S. Census Bureau, 2013-2017 ACS; Volusia County Connect Permits[7]

For a list of new developments in Volusia County please visit the Land Development section of the Volusia County Growth and Resource Management Department website at the following link: http://www.volusia.org/services/growth-and-resource-management/planning-and-development/land-development/

[7] https://connectlivepermits.org/citizenportal/app/public-search on 12/18/2024

SECTION 4 – HAZARD IDENTIFICATION

This section is the first of three sections that assess the risk of Volusia County and the participating jurisdictions to hazards. This section identifies a wide range of hazards that could potentially impact the County. Section 5: ***Hazard Profiles*** provides more detailed information about how the identified hazards specifically impact the County and participating jurisdictions. Section 6: ***Vulnerability Assessment*** provides detailed analyses results that indicate the number of damages that could occur in the County because of the identified hazards. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

Volusia County and the participating jurisdictions are vulnerable to a wide range of natural hazards[1] that threaten life and property. Upon a review of the full range of natural hazards suggested under FEMA planning guidance, Volusia County and the participating jurisdictions have identified several hazards that are to be addressed in this Multi-Jurisdictional LMS. These hazards were identified through an extensive process that utilized input from the Local Mitigation Strategy Working Group (LMS Working Group) members, research of past disaster declarations in the County, a review of previous hazard mitigation plans in the County, and a review of the current Florida Hazard Mitigation Plan. Readily available online information from reputable sources such as federal and state agencies was also evaluated to supplement information from these key sources.

Section 4: Table 1 lists the full range of natural hazards initially identified for consideration in the Plan and provides a brief description for each. This table includes seventeen (17) individual hazards categorized by the following types: natural, technological, and manmade. Some of these hazards are interrelated or cascading (i.e., hurricanes can cause flooding, storm surge and tornadoes). It should also be noted that some hazards, such as extreme temperature may impact a large area yet cause little damage, while other hazards, such as tornadoes, may impact a small area yet cause extensive damage.

Section 4: Table 1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
Natural	
Agriculture	Agriculture includes Infestations, Invasive Species, and Diseases Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged or significant environmental resources may be lost.
Coastal Erosion	Landward displacement of a shoreline caused by the forces of waves and currents define coastal erosion. Coastal erosion is measured as the rate of change in the

[1] FEMA's current regulations and interim guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (e.g., technological hazards, terrorism, etc.) is encouraged, though not required, for plan approval. Volusia County has focused solely on natural hazards at this time. Incorporation of human-caused hazards may be evaluated in future versions of the plan, as it is a "living document" which will be monitored, evaluated and updated regularly.

HAZARD	DESCRIPTION
	position or horizontal displacement of a shoreline over a period. It is generally associated with episodic events such as hurricanes and tropical storms, nor'easters, storm surges and coastal flooding but may also be caused by human activities that alter sediment transport. Construction of shoreline protection structures can mitigate the hazard but may also exacerbate it under some circumstances.
Drought	A drought is a prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. High temperatures, intense winds, and low humidity can worsen drought conditions and make areas more susceptible to wildfire. Human demands and actions can hasten or mitigate drought-related impacts on local communities.
Extreme Temperature	Extreme temperature generally refers to temperatures that are unusually high or low compared to typical weather conditions for a specific location and time of year. However, defining what constitutes "extreme" can be challenging due to context, location, history, and duration. Volusia County defines extreme temperature in two ways. • Extreme cold may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads and other hard surfaces. Winter storms and ice storms can down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life. • Extreme heat is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for 3 or more consecutive days. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground.
Flood	The accumulation of water within a water body results in the overflow of excess water onto adjacent lands, usually floodplains, causing flood or rising waters in various ways. Floods have three categories: riverine, coastal, or shallow flooding (which includes sheet flow, ponding, and urban drainage). A floodplain is the land adjoining the channel of a river, stream ocean, lake or other watercourse or water body that is susceptible to flooding.
Public Health Emergencies	Public health emergencies consist of disease and pandemic outbreaks. They may be accidental, natural, or intentional. Under section 319 of the Public Health Service Act (42 U.S.C § 319), the Secretary of the Department of Health and Human Services (HSS) can declare a public health emergency. This can include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity.
Rising Coastal Waters	Rising coastal waters is a hazard that refers to unprecedented water levels along the coast, usually leading to inland affects. This hazard encompasses: • Storm surge is a large dome of water often 50 to 100 miles wide and rising anywhere from four to five feet in a Category 1 hurricane up to more than 30 feet in a Category 5 storm. Storm surge heights and associated waves are also dependent upon the shape of the offshore continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). A narrow shelf, or one that drops steeply from the shoreline and subsequently produces deep

HAZARD	DESCRIPTION
	water close to the shoreline, tends to produce a lower surge but higher and more powerful storm waves. Storm surge arrives ahead of a storm's actual landfall and the more intense the hurricane is, the sooner the surge arrives. Storm surge can be devastating to coastal regions, causing severe beach erosion and property damage along the immediate coast. • Sea level rise is caused by warming of the earth's climate, the associated thermal expansion of water molecules, and generally impacts coastal, lagoon-adjacent and river-adjacent areas that are hydrologically connected to the ocean. Sea level rise has been observed over the past few decades in Central Florida, including Volusia County. Projections by NOAA and the U.S. Army Corps of Engineers depict varying levels of sea level rise by the year 2100. As part of this plan, sea level rise and sea level rise-plus storm surge are analyzed. • Tsunamis are a wave or series of waves mostly caused by an earthquake or by a large undersea landslide, volcanic eruption or other undersea disturbance. From the area of disturbance, tsunami waves will travel outward in all directions and can originate hundreds or even thousands of miles away from affected coastal areas.
Severe Weather	Severe weather refers to any significant or intense weather conditions that can cause damage, disruption, or pose a threat to safety. It encompasses a range of phenomena that are more extreme than typical weather conditions. Volusia County experiences severe weather in a variety of ways. • A hail event produces hailstones that fall to the ground. Hail forms when updrafts in thunderstorms carry raindrops into parts of the atmosphere where the temperatures are below freezing. • Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes, but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder. On average, 73 people are killed each year by lightning strikes in the United States. • Thunderstorms are caused by air masses of varying temperatures meeting in the atmosphere. Rapidly rising warm and moist air fuels the formation of thunderstorms. They can move through an area very quickly or linger for several hours.
Tornado	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. Tornadoes are most often generated by thunderstorm activity when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The destruction caused by tornadoes ranges from light to catastrophic depending on the intensity, size, and duration of the storm.
Tropical Cyclones	Hurricanes and tropical storms are classified as tropical cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate

HAZARD	DESCRIPTION
	counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind. Most hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea and Gulf of Mexico during the official Atlantic hurricane season, which extends from June through November.
Wildland Fire	An uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors. Over 80 percent of forest fires started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.
Manmade	
Civil Disturbance	Events of civil disturbances can be classified as armed violence, riots, protests, and threats against the military or the government. The proper planning and prevention methods aid in the mitigation of such events. For threats of civil disturbance utilizing armed violence, it is likely that a joint jurisdictional management of operations will take effect, coordinated at the county level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management. Civil disturbances can occur due to socio-economic, political or other reasons. These types of events typically occur in public places.
Mass Migration	Mass-migration occurs when persons of one geographic area move in large numbers to another geographic location.
Terrorism	Terrorism includes any attempt to attack, cripple or damage public goods, public infrastructure or citizens on a large scale. Defined in the Code of Federal Regulations as "the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives" (28 C.F.R. Section 0.85). The various forms of terrorism Volusia County may experience come in four forms. • Agro-Terrorism: The deliberate introduction of disease-causing organisms and chemicals into the food supply through agriculture. It could impact the public if crops or agricultural foods contaminated with disease-causing organisms were to enter the food chain. • Cyber Terrorism: Unlawful attacks and threats of attack against computers, networks, and the information stored therein; and used to intimidate or coerce a government or its people in furtherance of political or social objectives.

HAZARD	DESCRIPTION
	• Domestic Terrorism: Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature. • International Terrorism: Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).
Technological	
Coastal Oil Spill	An oil spill is the release of liquid petroleum into the environment, typically the ocean, rivers, or lakes. These spills can result from various incidents, including accidents involving oil tankers, offshore drilling rigs, pipelines, storage facilities, or during the extraction process. Oil spills can have severe environmental, economic, and health impacts. While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida.
Critical Infrastructure Failure	Public utilities provide critical services such as drinking water, stormwater and wastewater collection/treatment, electric power, transportation, supply chains systems that support food and fuel, and communications. These services contribute to the economic well-being and public health/safety of the communities they serve. A utility service disruption can be a cascading emergency from an event such as a cyber-terrorism or a hurricane. Widespread power outages can occur without warning. Generally warning times will be short in the case of technological failure, such as a fire at a sub-station, traffic accident, human error, or terrorist attack. In cases where a power failure is caused by natural hazards, greater warning time is possible. For example, high wind events such as tornados and hurricanes often cause widespread power failure and are often forecasted before they affect a community so that residents can prepare.
HazMat / Industrial Incident	Hazardous material (HazMat) includes events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure disperse into the atmosphere.

SPECIAL NOTE: The plan omits hazards that may be recognized to affect the jurisdiction(s) in the planning area. Rationale is that while some hazards may pose a risk to Volusia County, mitigation investments would not be deemed appropriate or feasible due to the impending need to mitigate more frequent disasters. Hazards, such as sinkholes and earthquakes, were omitted due to low probability, limited recorded impacts, and low economic impact. It is acknowledged that mitigation efforts can duplicate hazard mitigation benefits.

SECTION 5 – HAZARD PROFILES

44 CFR Requirement

44 CFR Part 201.6(c)(2)(i):
The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

5.1 OVERVIEW

This section includes detailed hazard profiles for each of the hazards identified in the previous section as significant enough for further evaluation through the risk assessment in Volusia County. This includes the following hazards:

- **Natural**
  - Agriculture
  - Coastal Erosion
  - Drought
  - Extreme Temperature
  - Flood
  - Public Health Emergencies
  - Rising Coastal Water
  - Severe Weather
  - Tornado
  - Tropical Cyclones
  - Wildland Fire
- **Manmade**
  - Civil Disturbance
  - Mass Migration
  - Terrorism
- **Technological**
  - Coastal Oil Spill
  - Critical Infrastructure Failure
  - HazMat/ Industrial Incident

Each hazard profile described in this section includes a general description of the hazard, its location and extent, notable historical occurrences, the probability of future occurrences, potential impacts, and overall vulnerability. It also includes specific items noted by members of the Local Mitigation Strategy Working Group (LMS Working Group). The probability of future occurrence is expressed as “high” (expected to occur at least every five years), “moderate” (expected to occur at least every 25 years), “low”

(expected to occur at least every 100 years, and "very low" (is possible to occur, despite their being no recorded occurrences).

Major Disaster Declarations

In 1988, the Robert T. Stafford Disaster Relief and Emergency Assistance Act was enacted to support state and local governments when disasters overwhelm local resources. This law, as amended, establishes a process for requesting and obtaining a Presidential Disaster Declaration, defines the type and scope of assistance available from the federal government, and sets the conditions for obtaining that assistance. The Federal Emergency Management Agency (FEMA), now part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response. Since 1965, Volusia County has received numerous presidential disaster declarations for such hazards as hurricanes, tornados, floods and severe freezes (**Section 5: Table 1**).

Section 5: Table 1: Presidential Disaster Declarations

EVENT	DECLARATION DATE	DECLARATION NUMBER
Severe Storms, Tornadoes, and Flooding	05/15/79	586
Tornadoes, Flooding, High Winds & Tides, Freezing	03/13/93	982
Tropical Storm Gordon, Tornadoes, Flooding	11/28/94	1043
Tropical Storm Josephine	10/15/96	1141
Severe Storms, High Winds, Tornadoes, Flooding	02/25/98	1195
Extreme Fire Hazard	07/03/98	1223
Hurricane Floyd	09/22/99	1300
Hurricane Irene	10/28/99	1306
Severe Freeze	02/06/01	159
Hurricane Charlie/Bonnie	08/13/04	1539
Hurricane Frances	09/04/04	1545
Hurricane Ivan	09/15/04	1551
Hurricane Jeanne	09/26/04	1561
Hurricane Katrina Evacuation	09/05/05	3220
Severe Storms, Tornadoes	02/03/07	1679
Severe Storms, Tornadoes, and Flooding	02/08/07	1680
Tropical Storm Fay	08/21/08	3288
Severe Storms, Flooding, Tornadoes, Straight-line Winds	05/27/09	1840
Hurricane Matthew	10/03/16	3377
Hurricane Irma	09/04/17	3385
Hurricane Michael	10/07/18	3405
Hurricane Dorian	08/28/19	3420
Florida Covid-19 Pandemic	03/25/20	4486

Hurricane Sally	09/23/20	4564
Hurricane Ian	09/29/22	4673
Hurricane Nicole	12/13/22	4680
Hurricane Idalia	08/31/23	4734
Hurricane Debby	08/10/24	4806
Hurricane Milton	10/11/2024	4834

Source: Federal Emergency Management Agency

Volusia County Emergency Management has had numerous significant disaster events that resulted in the activation of their Emergency Operations Center. **Section 5 Table 2** lists these events by type, area of impact, EOC activation level, the estimated number of properties that were damaged, and loss estimates.

Section 5: Table 2: Significant Activation Events

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
3/13/1993	Windstorm	County-Wide	Level 2 (Part)	1273	16,948,355
5/4/1994	Tornado	Holly Hill	Level 2 (Part)	273	6,680,000
9/6/1994	I-4 Chemical Spill	SW Volusia	Level 1 (Mon)	N/A	N/A
11/17/1994	T.S. Gordon	County-Wide	Level 2 (Part)	658	10,602,924
8/3/1995	Hurricane Erin	Edgewater	Level 3 (Full)	31	65,052
3/11/1996	Windstorm	Daytona Beach	Level 1 (Mon)	8	28,000
7/10/1996	Hurricane Bertha	County-Wide	Level 2 (Part)	N/A	N/A
9/5/1996	Hurricane Fran	County-Wide	Level 2 (Part)	N/A	N/A
10/8/1996	T.S. Josephine	County-Wide	Level 1 (Mon)	193	1,232,343
4/23/1997	Tornado	NSB Peninsula	Level 2 (Part)	79	525,600
7/5/1997	Tornado	Oak Hill	Level 1 (Mon)	6	33,000
11/2/1997	Tornado	NSB Main & Penn	Level 2 (Part)	318	11,070,722
2/2/1998	Windstorm	Bethune Beach	Level 1 (Mon)	1	20,000
2/22/1998	Tornado	Daytona Beach	Level 2 (Part)	616	9,435,553
6/22/1998	Fire Storm "98"	County-Wide	Level 4 (Full)	22	2,126,013
7/28/1998	Tornado	Daytona Beach	Level 1 (Mon)	46	159,000
1/3/1999	Windstorm	SR 415 Area	Level 1 (Mon)	8	9,100
1/9/1999	Windstorm	Daytona Beach	Level 1 (Mon)	11	59,000
9/14/1999	Hurricane Floyd	East Side	Level 1 (Full)	433	18,655,353
10/16/1999	Hurricane Irene	East Side	Level 2 (Part)	185	16,809,266
1/1/2000	Y2K	County-Wide	Level 1 (Full)	N/A	N/A
5/31/2000	Wildfires 2000	County-Wide	Level 2 (Part)	N/A	N/A
9/16/2000	Hurricane Gordon	County-Wide	Level 2 (Part)	N/A	N/A
9/19/2000	Windstorm	DeLand	Level 2 (Part)	18	68,836
3/13/2001	Tornado	Daytona Beach	Level 2 (Part)	172	3,210,995
9/11/2001	Nat'l Terrorism Event	County-Wide	Level 2 (Part)	N/A	N/A
9/14/2001	T.S. Gabrielle	County-Wide	Level 2 (Part)	44	474,135
11/15/2001	Rain Event	East Volusia	Level 2 (Part)	39	561,300
4/18/2002	Amtrak Derailment	Putnam Co.	Level 2 (Part)	N/A	5,000

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
9/4/2002	T.S. Edouard	County-Wide	Level 2 (Part)	N/A	N/A
1/13/2003	Water Plant Breach	Debary	Level 2 (Part)	N/A	30,000
7/3/2004	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/13/2004	Hurricane Charley	County-Wide	Level 1 (Full)	5719	106,900,000
9/4/2004	Hurricane Frances	County-Wide	Level 1 (Full)	26964	393,900,000
9/25/2004	Hurricane Jeanne	County-Wide	Level 1 (Full)	UNK	59,500,000
7/2/2005	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
9/8/2005	T.S. Ophelia	County-Wide	Level 2 (Part)	Beach	N/A
10/23/2005	Hurricane Wilma	County-Wide	Level 2 (Part)	3	752,000
2/19/2006	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/1/2006	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/29/2006	T.S. Ernesto	County- Wide	Level 2 (Part)	N/A	N/A
12/25/2006	Tornado	DeLand-Daytona Bch.	Level 3 (Mon)	210	32,000,000
2/2/2007	Tornado	DeLand-NSB	Level 2 (Part)	771	60,557,921
2/18/2007	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/6/2007	Airport Road Fire	Volusia/Flagler Co.	Level 2 (Part)	N/A	N/A
7/7/2007	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2008	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/5/2008	Coke 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/18/2008	T.S. Fay	County-Wide	Level 1 (Full)	240	13,580,016
2/15/2009	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/17/2009	May Rainstorm	County-Wide	Level 2 (Part)	1654	69,516,703
7/7/2009	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
7/24/2009	Port Orange Tornado	Port Orange	Level 3 (Monitor)	175	2,810,661
2/14/2010	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/3/2010	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/20/2011	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
2/28/2011	Iron Horse Fire (17,017 a.)	Volusia County	Level 3 (Monitor)	N/A	
5/26/2011	Volusia Command Fires	Volusia County	Level 3 (Monitor)	N/A	
6/2/2011	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/26-28/12	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/7/2012	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
12/11-12/12	Tornado Terra Mar	Edgewater	Level 2 (Part)	N/A	1,692,498
2/24/2013	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
3/2/2013	Durrance Fire	Ormond Beach	Level 3 (Monitor)	N/A	
6/6/2013	Tropical Storm Andrea	Countywide	Level 3 (Monitor)	N/A	
7/6/2013	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/23/2014	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/1/2014	Tropical Storm Arthur	Countywide	Level 3 (Monitor)	N/A	
7/3/2014	T.S. Arthur	Countywide	Level 2 (Part)	N/A	
7/5-6/2014	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				Number of Properties	Dollars
9/23/2014	No Name Rain Event	Port Orange/ NSB	Level 2 (Part)	150	1,500,000
3/22/2015	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/5/2015	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
8/27-29/2015	T.S. Erika	Daytona Beach	Level 2 (Part)	N/A	N/A
2/21/2016	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/27-30/2016	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
6/5-7/2016	T.S. Colin	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2016	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
10/6-20/2016	Hurricane Matthew	Countywide	Level 1 (Full)	N/A	493,500,000
2/26/2017	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/26-28/2017	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2017	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/5-22/2017	Hurricane Irma	Countywide	Level 1 (Full)	N/A	371,091,000
2/18/2018	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/25-27/2018	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2018	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2019	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2019	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/2/2019	Hurricane Dorian	Countywide	Level 1 (Full)	N/A	2,600,600
2/16/20	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/1/20	Hurricane Isaias	Countywide	Level 2 (Part)	N/A	N/A
8/16/20	Nascar Series	Daytona Beach	Level 2 (Part)	N/A	N/A
8/19/20	Primary Day Tornado	DeLand	Level 2 (Part)	N/A	N/A
8/29/20	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/16/21	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/21	Hurricane Elsa	Countywide	Level 2 (Part)	N/A	N/A
8/28/21	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/20/22	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
8/28/22	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/28/22	Hurricane Ian	Countywide	Level 1 (Full)	7,051	357,449,754
11/7/22	Hurricane Nicole	Countywide	Level 1 (Full)	615	495,385,828
2/19/23	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
8/26/23	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
8/28-8/30/23	Hurricane Idalia	Daytona Beach	Level 2 (Part)	N/A	N/A
1/18-1/19/24	Daytona 500	Daytona Beach	Level 2 (Part)	N/A	N/A
5/8-5/12/24	Rockville	Daytona Beach	Level 2 (Part)	N/A	N/A
8/24/24	Coke Zero Sugar 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/26/24	Hurricane Helene	Countywide	Level 2 (Part)	N/A	N/A
10/10/24	Hurricane Milton	Countywide	Level 1 (Full)	5,102	267,508,457
			Totals------>	**53,414**	**$2,838,300,446**

Source: Volusia County Emergency Management Division (Revised 1/28/2025)

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

NATURAL HAZARDS

5.2 AGRICULTURE

Background

Agriculture includes Infestations, Invasive Species, and Diseases Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged, or significant environmental resources may be lost. Examples of common Volusia infestations are caused by mosquitos, citrus greening, southern pine beetle, Florida Dampwood Termites, rats, or noxious plants like Brazilian Pepper Tree, etc.

Cattle diseases like Mad Cow, Hartwater, and hoof-and-mouth and citrus disease like Greening and Canker are of concern to Volusia farmers. Coordination with the University of Florida IFAS and Volusia County Extension is the first step in mitigation planning for agricultural infestations and disease. A notable source of information on the distribution of invasive plants, insects, animals and diseases in Volusia can be found at the Early Detection and Distribution Mapping system website, http://www.eddmaps.org, known as EDDMapS. The EDDMapS web-based mapping system documents invasive species and disease distribution. The site combines data from other databases and organizations as well as volunteer observations to create a national network of invasive species distribution data that is used by scientists, researchers, land managers, landowners, educators, conservationists, ecologists, farmers, foresters, state and national parks. Florida has ecosystems not found in the other 47 contiguous states, and it also has more non-native species than any state other than Hawaii.

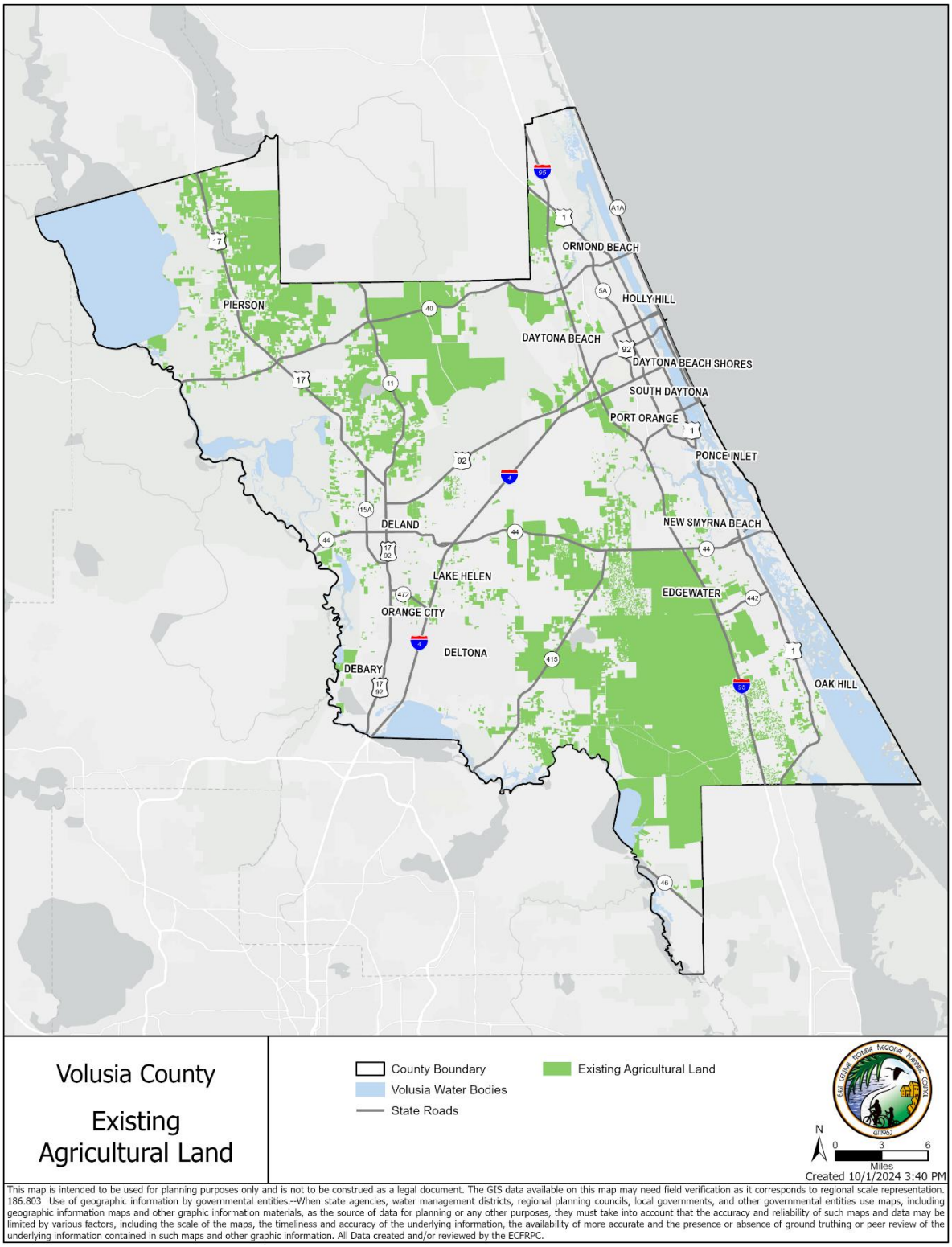
If important natural resources such as mangroves, sea oats, oyster beds, etc. are overrun by invading species, then the county will be more vulnerable to the consequences of all other hazards. With the disappearance of natural barriers, lower impacting hazards will have increasingly stronger impacts on residents, businesses, critical infrastructure and the ability of the County to provide uninterrupted program operations. Faculty members at the University of Florida currently are conducting research and outreach programs to better understand and control these exotic invasive species. Until controls are in place the entire population of Volusia is at risk to the effects of a degrading ecosystem.

Location and Spatial Extent

Agriculture incidents in Volusia County are quite rare and historically have not caused much damage to the community. In 2022, the county had 95,988 acres of farmland. Much of the agricultural land is located in the central western part of Volusia County, including Enterprise and Pierson. The extent encompasses small areas of crops within the county. Since 2022, there has been a 13% decrease in the number of farms that exist within the county. While the direct impacts may be rare, the indirect effects of an incident could be county-wide. From 2020 to 2024, at least 70 acres within the county are infested with non-native species.[1] **Section 5 Figure 1** displays the areas of the county most vulnerable to agricultural incidents based on areas zoned agricultural.

[1]https://www.eddmaps.org/tools/query/?observationDateStart=01/01/2020&observationDateEnd=08/12/2024&eradicationstatus=1,2&country=926&state=92612000&fipscode=92612127&records=current

Section 5: Figure 1: Volusia County Agricultural Land



Source: Volusia County Property Appraiser, ECFRPC

Section 5: Table 3: Farm Overview 2022[2]

	2022	% Change Since 2017
Number of Farms	1,374	-13
Land in Farms (Acres)	95,988	-16
Average Size of Farm (Acres)	70	-4

Historical Occurrences

With its plant-friendly south temperate/subtropical climate, Florida particularly suffers from the introduction and unchecked growth of exotic plants. Almost half (1,180) of the 3,834 plant species found in Florida have arrived here since European occupation. Since plants are the base of the food chain, exotic "takeovers" can jeopardize plant-dependent wildlife and the whole ecosystem. The Florida Exotic Pest Plant Council (FLEPPC) has identified 152 non-native invasive species that are invading and disrupting native plant communities (2011 list). In 2022, that has now increased to 172[3]. EDDMapS notes over 299 separate invasive plants, animal, and insect species found in Volusia County to date. Many of the listed species are distributed throughout the county and are found in natural and disturbed landscapes.

In Florida, at least 60 species of exotic birds have bred in the wild. Despite this fact, the chance of persisting survival of non-indigenous birds is uncertain. Among those species which have survived and thrived as pests are Muscovy ducks, rock doves, European starlings, house sparrows, and monk parakeets. Though troublesome in other respects, some species (such as feral pigs) are important as prey for native predators (Florida panthers) and serve as an attraction for hunters. However, negative impacts from invasive species include habitat destruction, competition with native species, predation, hybridization, disease and parasites.

Florida mammal pests include the Norway rat, roof rat, house mouse and feral pig. Siting of invasive fish in Volusia include Lionfish, and Nile Tilapia. Annually, insect pests cause an estimated $1 billion in damages in Florida, and many of the worst pests are non-indigenous. According to entomologist Dr. John Capinera, 1,218 invading insect species become established in Florida annually. These non-natives arrive by flying, walking, swimming, rafting and by stowing away on cargo (often on infested plants commercially imported).

In 1997 and 1998, Florida's agricultural community was forced to focus time and resources on communicating to the general public about the Mediterranean fruit fly (Medfly) and the control methods used to eradicate the pest when the fly threatened the state's $6.8 million agriculture industry. The Florida Agricultural Extension is a partnership between the University of Florida Institute of Food and Agricultural Sciences (IFAS), the United States Department of Agriculture (USDA) and county governments in Florida to provide scientific knowledge and expertise to the public through educational programs. Volusia County has cattle farms, citrus orchards, ferneries, and other agricultural enterprises that are vulnerable to infestations and disease. Information on these infestations and diseases is available at http://www.volusia.org/services/community-services/extension/.

[2]Source: 2022 Census of Agriculture County Profile
https://www.nass.usda.gov/Publications/AgCensus/2022/Online_Resources/County_Profiles/Florida/cp12127.pdf

[3]Source: https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/

Probability of Future Occurrences

Agricultural threats will continue to pose a threat to Volusia County for years to come, but the probability remains low for catastrophic farming impacts. Agriculture does remain a threat because although the number of farms has decreased since 2017, the market value of products sold increased by 47% and farm related income by 116%.

5.3 COASTAL EROSION

Background

Coastal erosion is a hazard defined as the wearing away of land and loss of beach, shoreline, or dune material and is measured as the rate of change in the position or horizontal (landward) displacement of a shoreline over a period of time. Short-term erosion typically results from episodic natural events such as hurricanes and storm surge, windstorms and flooding hazards, but may be exacerbated by human activities such as boat wakes, removal of dune and vegetative buffers, shoreline hardening and dredging. Long-term erosion is a function of multi-year impacts such as wave action, sea level rise, sediment loss, subsidence and climate change. Climatic trends can change a beach from naturally accreting to eroding due to increased episodic erosion events caused by waves from an above-average number of storms and high tides, or the long-term effects of fluctuations in sea level.

Natural recovery from erosion can take years, often decades. If a beach or dune system does not recover quickly enough naturally, coastal and upland property may be exposed to further damage in subsequent coastal erosion and flooding events. Human actions to supplement natural coastal recovery, such as beach nourishment, dune stabilization and shoreline protection structures (e.g., sea walls, groins, jetties, etc.) can mitigate the hazard of coastal erosion, but may also exacerbate it under some circumstances.

Death and injury are not typically associated with coastal erosion; however, it can cause the destruction of buildings and infrastructure and represents a major threat to the local economies of coastal communities that rely on the financial benefits of recreational beaches.

Location and Spatial Extent

All coastal areas in Volusia County are susceptible to coastal erosion. The jurisdictions most vulnerable are displayed in **Section 5 Figure 2**. Using Florida Department of Environment (FDEP) field data beginning in 1972, it is clear that Volusia County shorelines are moving due to erosion, accretion, and beach nourishment projects[4]. Further, in July 2023, FDEP released a *Critically Eroded Beaches in Florida* report that identifies four critically eroded beach areas (27.2miles), two non-critically eroded beach area (2 miles) and one critically eroded inlet shoreline area (0.6 mile) in Volusia County.

A 16.6-mile segment of beach (R51 – R143) along Ormond Beach, Daytona Beach, Daytona Beach Shores, Wilbur By The Sea and the Town of Ponce Inlet is critically eroded, threatening development and recreational interests, as well as sea turtle nesting areas where the dry sand beach has become very narrow. Most of this segment is armored with seawalls.

Due to the erosional impacts of Hurricane Ian and Nicole in 2022, there is a 0.9-mile segment of a noncritically eroded beach within the Town of Ponce Inlet between R143 to R148.2 and no structures are threatened. The north shoreline (0.6-mile) of Ponce de Leon Inlet is critically eroded and threatens recreational interests at the county park. The 8.4 miles of beaches (R160.8 – R207.8) south of Ponce de Leon Inlet within New Smyrna Beach and Bethune Beach are critically eroded. Private development and recreational interests, as well as sea turtle nesting habitats, are threatened. Much of New Smyrna Beach

[4] Foster, Emmet and Jenny Cheng. Shoreline Beach Change Estimates, Volusia County, 2000. Office of Beaches and Coastal Systems, Florida Department of Environmental Protection; Beaches and Shores Research Center, Florida State University.

is armored with seawalls, with Bethune Beach protected by a boulder rock revetment. The New Smyrna Beach area has received inlet sand transfer material from dredging within Ponce de Leon Inlet and additional material from dredging the Atlantic Intracoastal Waterway. A 1.1-mile segment of the Canaveral National Seashore (R207.8 – R214) south of Bethune Beach is also non-critically eroded without any threatened interests at this time.[5]

The beach ridge in Volusia County ranges from 300 – 3,000 feet in width. A majority of the county, ranging approximately from Ormond Beach to Bethune Beach, has fine-grained quartz sand. Sand in areas north and south of this area consist of a shell-quartz mixture and have steeper slopes than the central county. The southernmost mile of shoreline in Volusia County makes up part of the Canaveral National Seashore Park, while the northernmost area is part of the North Peninsula State Recreation Area.

Historical Occurrences

Erosion events typically are part of other hazard events (e.g., storm surge and hurricanes) and the monetary damage for the erosion alone is unknown.

Section 5: Table 4: Historical Coastal Erosion Impacts

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	9/14/1999	0/0	$56,444,488 (2009 dollars)	Hurricane Floyd caused significant beach erosion in Volusia County. Of the property damage estimates, over $13 million was attributed to beach erosion.
St. Lucie and Volusia Counties	10/14/1999	0/0	$68,539,735 (2009 dollars)	Hurricane Irene caused beach loss of four to ten feet in the affected areas with damage in the millions.
Brevard and Volusia Counties	9/04/2001	0/0	$6,333,850 (2009 dollars)	Storm tide from a tropical storm reached two feet above normal, causing significant beach erosion.
St. Lucie and Volusia Counties	9/25/2004	0/0	$440,408,221 (2009 dollars)	Severe beach erosion was reported from Hurricane Jeanne, a category 3 storm.
Volusia County	8/21/2008	0/0	Unknown	New Smyrna Beach experienced a loss of 50 feet of new sand due to wind gust of over 45 MPH from Tropical Storm Fay. Even Orange and Seminole counties experienced riverine erosion along the St. Johns River.
St. Johns, Flagler, Volusia and Brevard Counties	10/6/16	0/0	$15.8 million	Under executive authority, Governor Rick Scott announced on January 27, 2017, that emergency funding of $15.8 million would be made available for emergency beach and dune repairs in response to the damage caused by Hurricane Matthew. The emergency funding was intended for

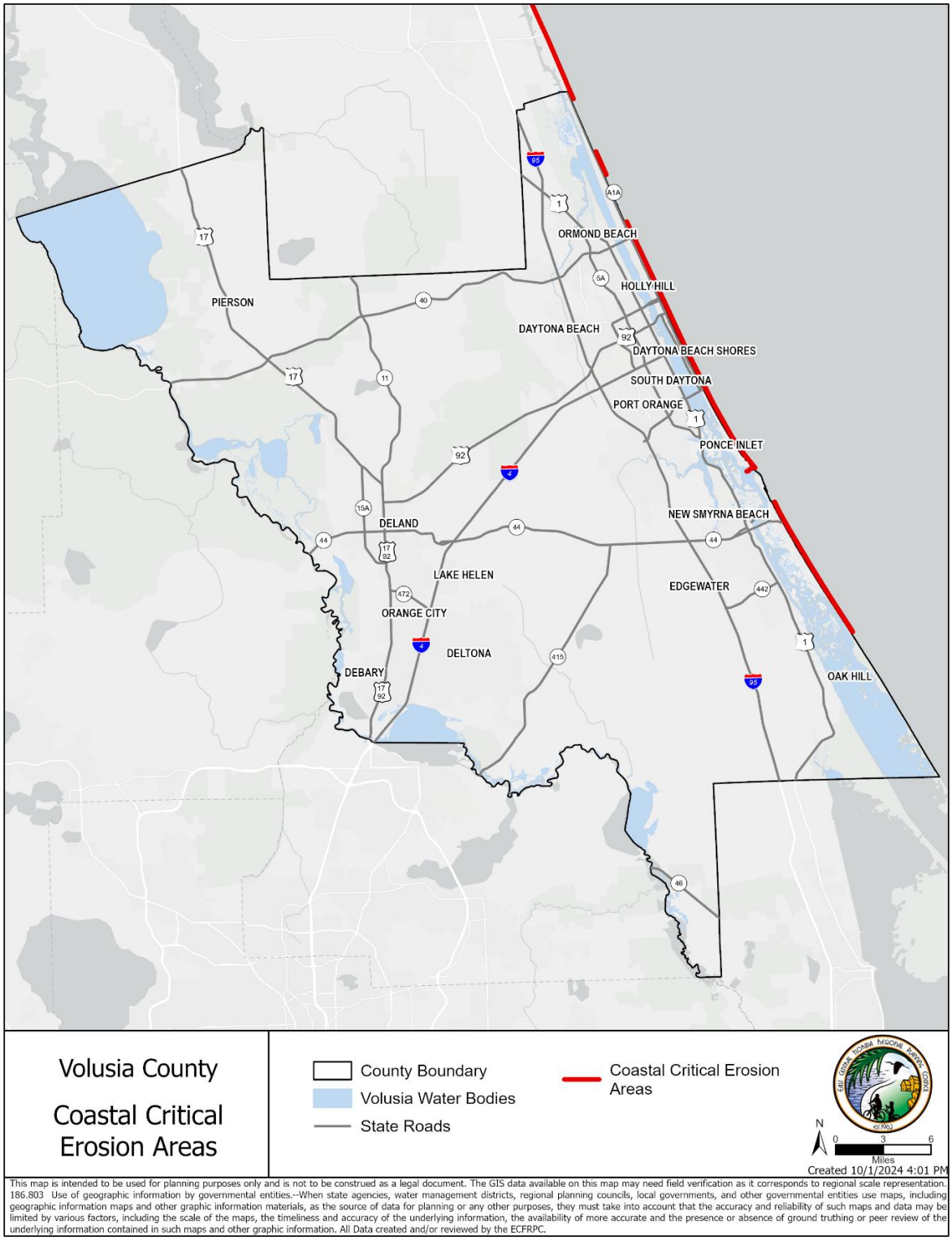
[5] Critically Eroded Beaches in Florida Office of Resilience and Coastal Protection Florida Department of Environmental Protection July 2023

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
				immediate use to address critically eroded beaches where there was an imminent threat to beachfront structures, such as roadways, homes and businesses.
Volusia County	September-November 2022	0/0	Unknown	Several structures either partially or fully collapsed into the ocean throughout Volusia County. Elsewhere, significant damage was noted to dunes, beach access crossovers, seawalls, piers, and boardwalks, many of which were already in a weakened state due to Hurricane Ian. Numerous structures, including homes, condominiums, and hotels were deemed unsafe and required additional analysis by engineers as well as county and state officials. Elevated water levels along the intracoastal waters resulted in damage to numerous boat docks and marinas throughout the county.

Source: National Climatic Data Center

The severity of coastal erosion is typically measured through a quantitative assessment of annual shoreline change for a given beach cross-section of profile (feet or meters per year) over a long period of time. Erosion rates vary as a function of shoreline type and are influenced primarily by episodic events but can be used in land use and hazard management to define areas of critical concern.

Section 5: Figure 2: Critical Erosion Areas in Volusia County



Source: Florida Department of Environmental Protection, Division of Beaches and Coastal Systems, 2024

Probability of Future Occurrences

The probability of the continuing occurrence of coastal erosion in the coastal areas of Volusia County is high. Florida's Bureau of Beaches and Coastal Systems estimates an average of a one-foot loss annually for Volusia County in stable or accretionary areas. The area between Ormond Beach and Daytona Beach Shores are eroding at a rate between zero and 0.5 feet annually, according to a 2000 study. Northern areas of the county, including the North Peninsula State Recreation Area, lose between 0.5 and 1.5 feet annually. Areas south of Ormond Beach to Daytona Beach Shores stretch have lower expected erosion rates due to extensive armoring (e.g., beach walls and revetments). However, natural erosion is occurring southward from South of Ponce de Leon Inlet. Loss rates are as high as 1.5 feet per year and decrease heading in a southerly direction. The damaging impacts of coastal erosion are lessened through continuous (and costly) beach nourishment and structural shoreline protection measures. However, it is likely that the impacts of coastal erosion will increase in severity due to future episodic storm events.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts and that future mitigation and adaptation strategies related to this hazard should be considered.

5.4 DROUGHT

Background

Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of a natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. High temperatures, high winds, and low humidity can exacerbate drought conditions. In addition, human actions and demands for water resources can hasten drought-related impacts. Droughts are typically classified into one of four types[6]:

- **Meteorological:** The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
- **Hydrologic:** The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
- **Agricultural:** Soil moisture deficiencies relative to water demands of plant life, usually crops.
- **Socioeconomic:** The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

Droughts are slow-onset hazards, but over time can have very damaging effects to crops, municipal water supplies, recreational uses, and wildlife. If droughts extend over a number of years, the direct and indirect economic impact can be significant. The National Weather Service alerts are displayed in **Section 5 Figure 2**.

Location and Spatial Extent

The Palmer Drought Severity Index (PDSI) is based on observed drought conditions and range from -0.5 (incipient dry spell) to -4.0 (extreme drought). Evident in **Section 5: Figure 3,** the Palmer Drought Severity Index Summary Map for the United States, droughts affect most areas of the United States but are less severe in the Eastern United States.

Drought typically covers a large area and cannot be confined to any geographic or political boundaries; thus, Volusia County and all its jurisdictions are equally susceptible. According to the Palmer Drought Severity Index, Florida has a relatively low risk for drought hazard. However, local areas may experience much more severe and/or frequent drought events than what is represented on the Palmer Drought Severity Index map. Further, it is assumed that Volusia County would be uniformly exposed to drought, making the spatial extent potentially widespread. During long periods of drought, disruption in the water cycle can have potentially damaging effects, including substantial crop loss in the northwestern portion of the county. Periods of drought can exacerbate the ignition of wildfires that can damage the natural and built environment, as has occurred before in Volusia County.

As of October 2019, the Keech Byran Drought Index (KBDI) for Volusia is in the less than 300 to 301-400 range, a relatively low score on a scale that measures up to from 0 (wet) to 800 (arid conditions). The score rose to as high as 582 in April 2013.

One of the most severe cases of drought in Florida occurred from October 2010 until June of 2012 in which a major portion of the state displayed D3 (Drought Extreme) conditions. During this extensive period, the two-month period of April and May of 2012, showed the highest level of drought concern with portions of the state under a D-4 Drought Exceptional condition (The National Drought Mitigation Center, 2014).

[6] Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

Thus, Volusia County can experience the full array of drought conditions, from D0 to D4. NOAA describes D4 events as having "extensive and widespread crop and pasture losses, fire risk, shortages of water in reservoirs, stream and wells that yield water emergencies. D4 can loosely be likened to a "once-in-a-generation" type of drought noted by the second percentile, or a 1 in 50-year drought.

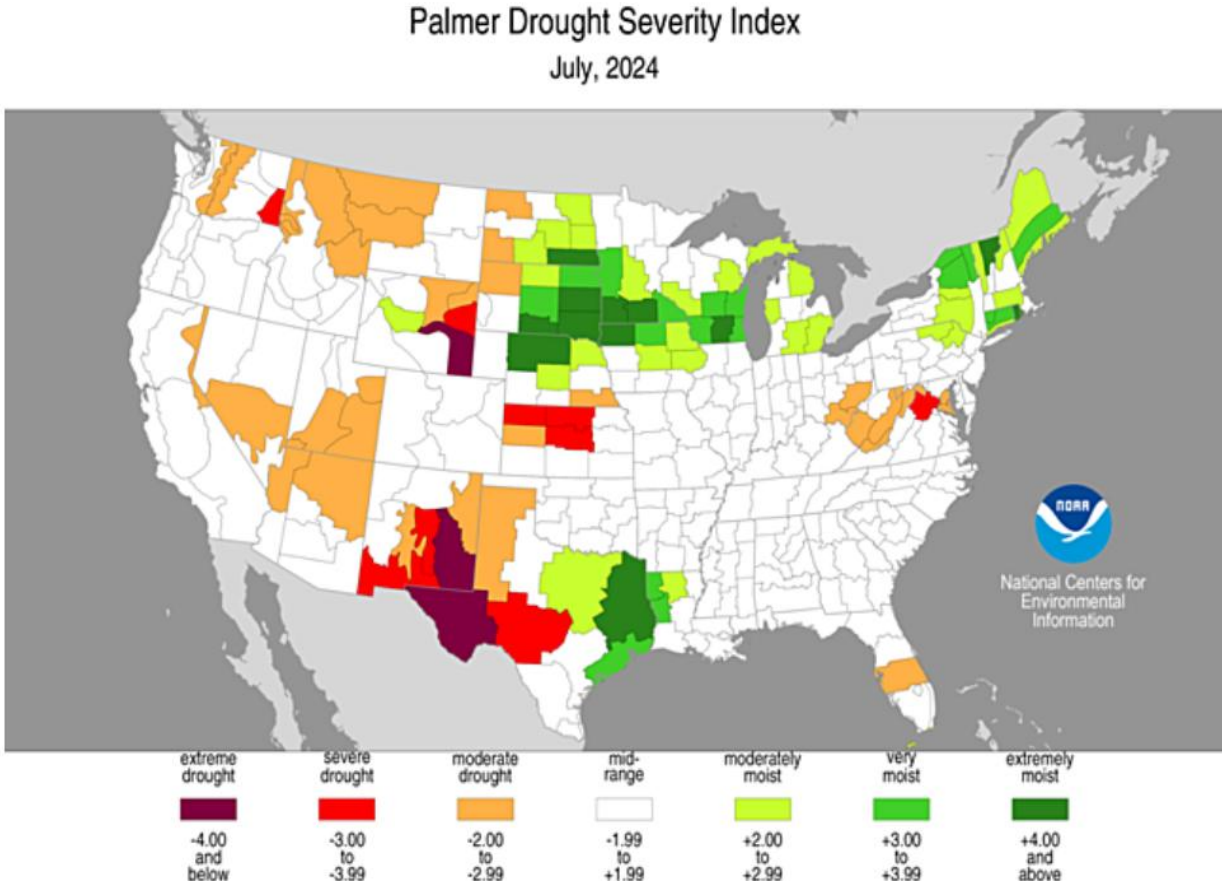
Section 5: Figure 2: Drought Monitor Intensities

National Weather Service Alerts	
Alert	Criteria
D0 Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.
D1 Moderate Drought	Some damage to crops, pastures, streams, reservoirs, or wells low, some water shortages developing or imminent, and voluntary water-use restrictions requested.
D2 Severe Drought	Crop or pasture losses are likely, water shortages common and water restrictions imposed.
D3 Extreme Drought	Major crop and pasture losses with widespread water shortages or restrictions.
D4 Exceptional Drought	Exceptional and widespread crop and pasture loss, shortages of water in reservoirs, streams, and wells creating water emergencies.

Source: National Weather Service

Source: National Weather Service

Section 5: Figure 3: Palmer Drought Severity Index Summary Map for the United States



Source: NOAA (Note: This map updates frequently. This is only a snapshot in time and not a long-term trend or view)[7]

Historical Occurrences

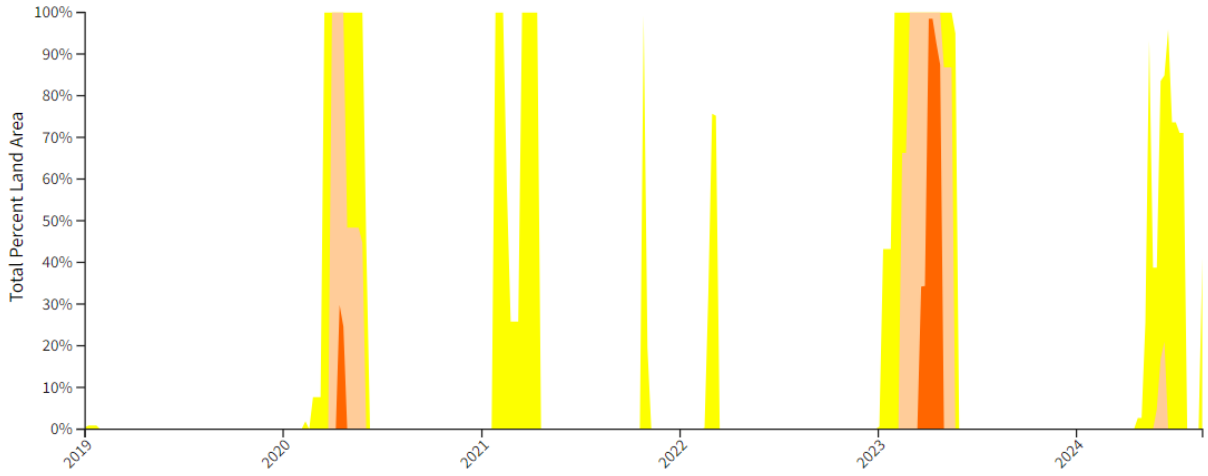
Secondary research was conducted to determine the historical drought occurrences in Volusia County. Volusia County is part of the St. Johns River Water Management District, which monitors well levels throughout its jurisdiction. The Keetch Bryam Drought Index is a numerical scale (0-800) that measures the amount of moisture in the soil. A zero indicates wet, full saturation conditions while an 800 represents extreme drought conditions. It is often used to assess the danger of wildfires but is also an indication of drought. Therefore, it is reported where information is available. The following highlights some of the events from the years.

1981: Drought conditions were reported throughout Southern Florida. Three firefighters narrowly escaped injury while fighting drought-related wildfire. Officials from St. Johns River Water Management District ordered a mandatory 15 percent reduction in water use for public water supply, industrial, commercial and self-supplied users[8].

[7] https://www.ncei.noaa.gov/access/monitoring/historical-palmers/maps/psi/202301-202407
[8] "Winds, Dry Weather Worsen Central Florida Fires. Ocala Star-Banner. Associated Press. July 1, 1981.

- **1985:** A short, six-month drought was reported in Volusia County. In addition to sparking wildfires, it led to a water warning calling for voluntary water usage restrictions[9]. On June 20, 1985, the water warning was expanded throughout St. Johns Water Management District. Volusia County had been placed under warning months earlier[10]. On August 14, the warning was lifted as counties were able to meet usage demands due to recent rainfall.
- **1998:** Volusia County reported a Drought Index reading of 700. Wildfires were abundant throughout the County. This year was reported as having the driest conditions in 50 years. The drought did not officially end until 2002[11].
- **January 1999:** Volusia County reported a Drought Index of 500.
- **May 2000:** The May Drought Index was reported at 432 – 570. By early 2001 the Drought Index average for Volusia County was 601.
- **February 2001:** During this drought, drought index D4 covered 39.08% of Florida.
- **April 2006 – August 2008:** This prolonged drought covered much of the state in D2 and D3 conditions.
- **October 2010 – June 2012:** This prolonged drought covered much of the state in D1 and D2 conditions. D3 conditions peaked in June 2012, covering more than 80% of the state.
- **Spring 2024:** Volusia County was in a drought nearly the entire first quarter of the year, reaching D2 conditions as shown in **Section 5 Figure 4**. [12]

Section 5: Figure 4: Drought Conditions for Volusia County



Source: NOAA

Probability of Future Occurrences

It is assumed that all of Volusia County is uniformly exposed to a drought event. As with any location, some areas of the county may be affected more severely than others during a drought. Given the

[9] "Fires Still Rage in Volusia County." Evening Independent. Associated Press.
[10] "St. John's Water District Expands Warning Area." Gainesville Sun. Associated Press. June 20, 1985.
[11] NAVARRO, MIREYA. "Thousands Flee Florida Homes as Fires Surge." July 2, 1998. Section A, page 1, New York Times.
[12] https://www.drought.gov/states/florida/county/volusia

frequency of previous events, warm temperatures, and average rainfall, the probability of future drought events is high.

In partnership with County and municipal staff and the St. Johns River Water Management District, a contingency plan is in place to restrict water use across the county in an effort assist with water conservation efforts during periods of drought. Some direct impacts related to drought include reduced crop production, increased fire hazards, reduced water levels at major lakes and rivers, damage to fish habitat, and income loss for the agriculture industry.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts and that future mitigation and adaptation strategies related to this hazard should be considered.

5.5 EXTREME TEMPERATURES

Background

Extreme temperature generally refers to temperatures that are unusually high or low compared to typical weather conditions for a specific location and time of year. However, defining what constitutes "extreme" can be challenging due to context, location, history, and duration. Volusia County defines extreme temperature in two ways.

- **Extreme cold** may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. A winter storm can range from moderate snow over a period of a few hours to blizzard conditions with blinding wind-driven snow that lasts for several days. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads and other hard surfaces. Winter storms and ice storms can bring down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life. All winter storm events have the potential to present dangerous conditions to Volusia County.
- **Extreme heat** is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for 3 or more consecutive days. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground.

Location and Spatial Extent

The entirety of Volusia County and its jurisdictions are susceptible to extreme temperatures. Volusia County, being in the southern portion of the nation, rarely experiences extreme cold events, and thus has a much lower risk than more northern areas of the country. Typically, there have not been many winter storms that have caused damage in Volusia County. Volusia County does succumb more frequently to extreme heat events.

A severe winter storm occurs when the surface air temperature is expected to be 32°F or below over a widespread area for at least 3 or more consecutive days (this is the minimum extent of a severe winter storm). Use of the term is usually restricted to aversive situations or occasions when wind or other conditions prevent frost. "Killing" may be used during the growing season when the temperature is expected to be low enough for a sufficient duration to kill all but the hardiest herbaceous crops. Extreme cold can immobilize an entire region. Even areas, such as Volusia County, that normally experience mild winters can be hit with a major extreme cold winter event. Winter storms can result in ice, localized flooding, closed highways, blocked roads, downed power lines and hypothermia.

There is a low probability that Volusia County and its jurisdictions will experience 72 consecutive hours of temperatures below 32°F on an annual basis. However, outlier storms (such as the Great Blizzard of 1899) have been observed within Volusia County and are often the result of arctic activity that affects the entire North American continent. These events are of low probability on an annual basis but can occur.

Volusia County and its jurisdictions are more likely to experience freezing temperatures for much shorter durations of time. More specifically, temperatures tend to dip below the freezing threshold during nighttime from the months of November to February.

The extent of extreme heat is determined as 3 -10 consecutive days of 99°F or higher and at least 50% of the County would be impacted during an event. Trends show increasing temperatures for longer durations. This puts the entire county and its residents at much greater risk of extreme heat events.

Historical Occurrences

Temperatures within Volusia County, Florida were recorded as low as 6 degrees Fahrenheit in December 1962, according to the National Oceanographic and Atmospheric Administration. Temperatures dropped to 6 degrees for five consecutive days, although the temperature did not sustain at this level continuously. According to a previous Volusia County Emergency Operations Management manager, there were also two severe winter freezes in the mid to late 80's. These events killed many orange groves in Volusia County and around the state. There were no reports of death, injuries, or property damage as a result of the winter weather.

Despite the rare chance of winter storm occurrence, one snow event was reported in 2008 according to NOAA National Climatic Data Center (NCDC). On January 3, 2008, cold breezes off the Atlantic produced brief snow flurries along the coast of Volusia County. On January 9, 2010, sleet was reported in Volusia County.

However, freezing temperatures are not likely to persist for more than 24 hours at a time. In most circumstances, temperatures will only dip below freezing for a small number of hours during the nighttime. A number of these events were reported in Volusia County in the 2014- and 2015-time frame, one of the most recent and severe being the 'polar vortex' super storm on January 6th and 7th, 2014. The early months of 2025 brought freezing temperatures across the state. Volusia County opened cold weather shelters and issued numerous freeze and cold weather advisories for residents.

According to scientists at NASA's Goddard Institute for Space Studies (GISS) in New York, July 2023 was hotter than any other month in the global temperature record. Temperatures above 95F occur most often in June, July, August, and occasionally in May and September.

Probability of Future Occurrences

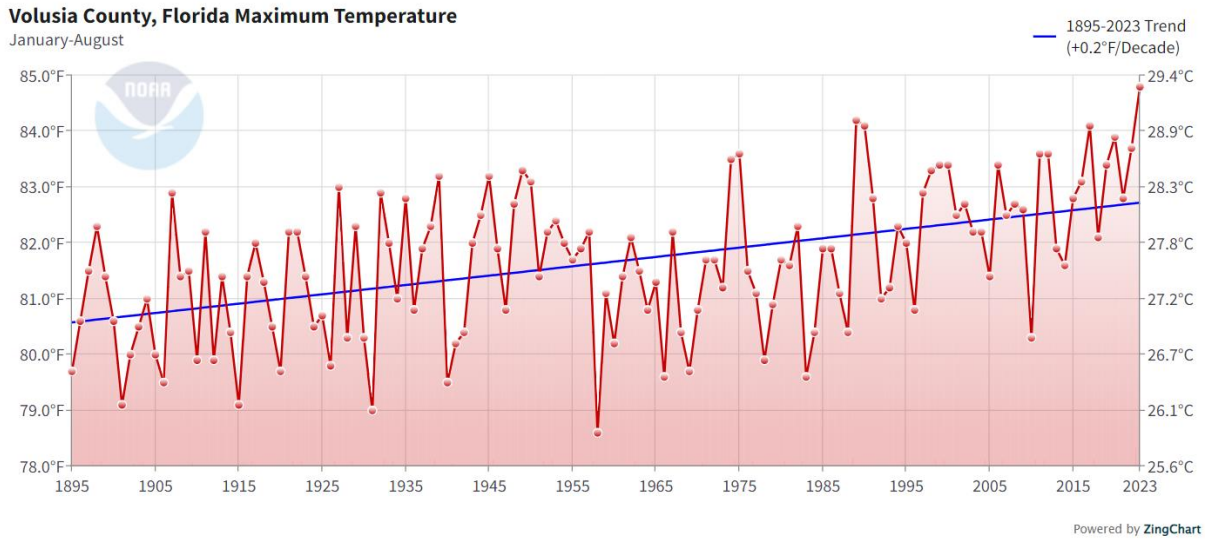
There is a low probability of future winter storm occurrences in Volusia County; however, outlier storms such as the 1899 Blizzard can occur with an extremely low probability. Winter storm events will remain an infrequent occurrence in Volusia County. Given the average winter temperature of 61.5 degrees Fahrenheit, it is highly unlikely that a winter event beyond light snow will occur.

It is assumed that Volusia County experiences extreme heat periodically and will continue to do so. The average temperature and number of consecutive days of extreme heat are likely to increase, bringing new challenges to human health and infrastructure. The historical county maximum temperature in January through August in 1895 was 79.7 degrees, whereas the current day maximum temperature is 84.8 degrees.[13] Based on the data produced by NOAA shown in **Section 5: Figure 5**, extreme heat trends are increasing.

[13]Source: NOAA National Centers for Environmental information, Climate at a Glance: County Time Series, published August 2024, retrieved on August 13, 2024, from https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series

Future impacts throughout Volusia County could include damage to crops, nurseries and tree farms (e.g., Pierson is the fern capital of the world), and other vegetation; sleet could increase the number of vehicular accidents); and the increased use of alternate heating sources in homes could cause potential structural fires. Also, agriculture may be disproportionately affected.

Section 5: Figure 5: Florida Maximum Annual Temperature Since 1895



The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts and that future mitigation and adaptation strategies related to this hazard should be considered.

5.6 FLOOD

Background

Flooding is the most frequent and costly natural hazard in the United States, a hazard that has caused more than 10,000 deaths since 1900. Nearly 90 percent of presidential disaster declarations result from natural events where flooding was a major component.

Floods generally result from excessive precipitation and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action; and flash floods, the product of heavy localized precipitation in a short time period over a given location. The severity of flooding events is typically determined by a combination of several major factors, including stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

- A **general flood** is usually a long-term event that may last for several days. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms and other large coastal storms[14]. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

- Most **flash flooding** is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms. However, flash flooding events may also occur from a dam or levee failure within minutes or hours of heavy amounts of rainfall, or from a sudden release of water held by a retention basin or other stormwater control facility. Although flash flooding occurs most often along mountain streams, it is also common in urbanized areas where much of the ground is covered by impervious surfaces.

Section 5: Figure 6: Flood Waters Covering Streets



Maytown Road experienced extreme flooding during the 2009 Volusia County rainstorms

[14] While briefly mentioned here, coastal flooding is more thoroughly addressed under the "rising coastal water" hazard.

The periodic flooding of lands adjacent to rivers, streams and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. Floodplains are designated by the frequency of floods that is large enough to cover them. There are two ways to determine the frequency of flood events

1. By plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur, and
2. the chance of occurrence in a given year, which is the percentage of the probability of flooding each year.

For example, the 1 percent annual chance flood refers to an area in the 100-year floodplain and has a 1 percent chance of occurring in any given year. Similarly, the 0.2 percent flood covers the 500-year floodplain and has a 0.2 percent chance of occurring in any given year. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Flood magnitude increases with increasing recurrence intervals.

Location and Spatial Extent

All areas of Volusia County are susceptible to riverine and urban (stormwater) flooding, and its coastal communities are also very susceptible to tidal and coastal flooding due to coastal storm events including storm surge.[15] **Section 5: Figure 8** illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data.[16] As displayed in the image, the hazard differs across the county. The differences include Zones A/AE (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain). It is important to note that while FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Impacts have included flooding of hundreds of homes, schools, and roads, including the blockage of I-95 in Ormond Beach during a 2004 flash flood. Flooding and flood-related losses sometimes occur outside of delineated “100 year” special flood hazard areas during 500-year storm events or when rain events are exacerbated by strong winds. Changes in topography (and associated water runoff) generally do not impact Volusia County due to its flat terrain.

Water can rise to exceptional levels during hurricane, storm surge, flash flood and thunderstorm conditions. Water levels have historically risen to 6 feet within southwestern Volusia County following one of these events, with increased water heights for coastal communities due to Florida’s semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet.

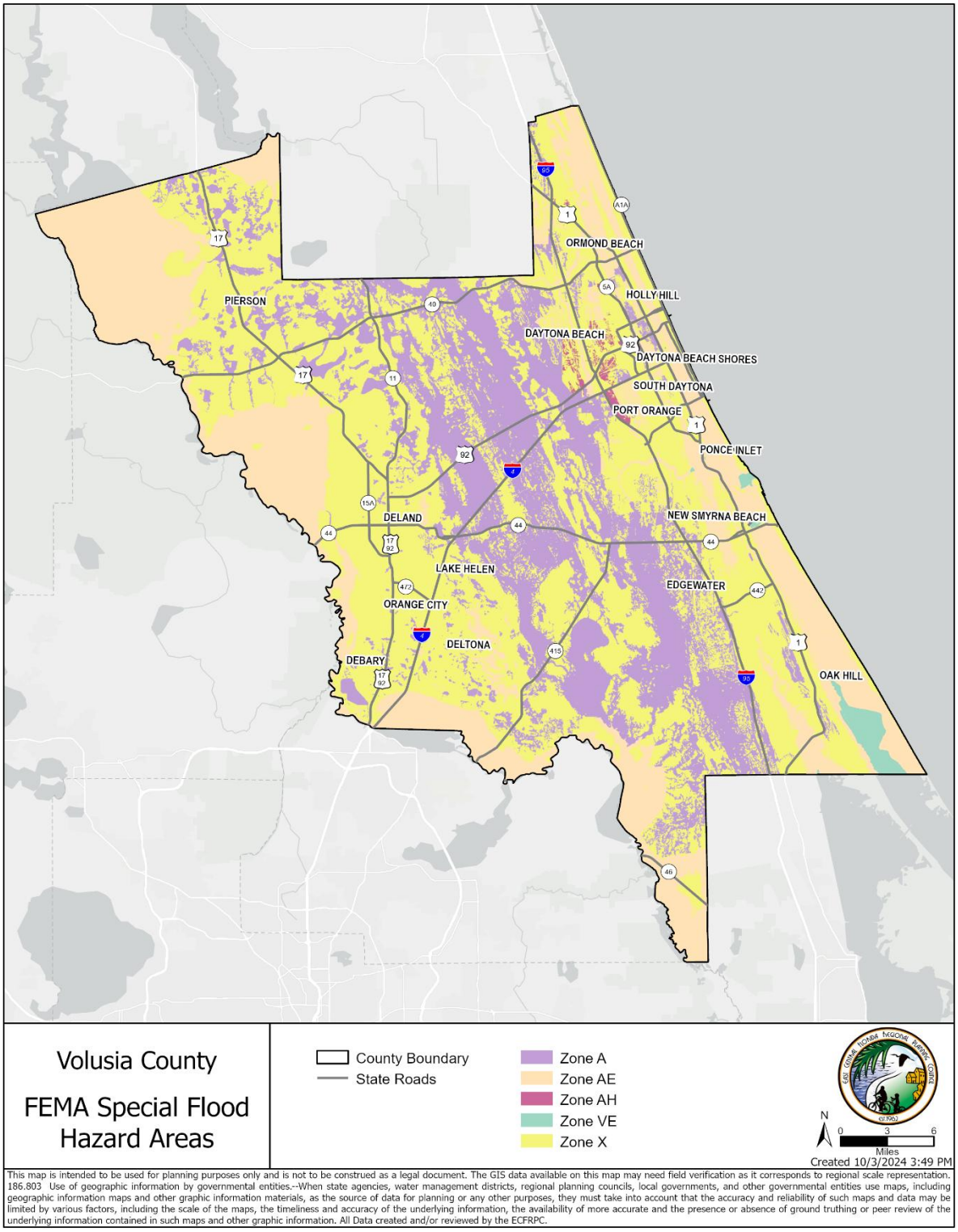
There are a number of areas that are disproportionately affected to flooding, including areas adjacent to the St. Johns River (Maytown to Enterprise).

Probability of Future Occurrences

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from flooding and that future mitigation and adaptation strategies related to this hazard should be considered.

[15] Storm surge is addressed separately within this section.

Section 5: Figure 7: Special Flood Hazard Areas in Volusia County



Source: Federal Emergency Management Agency

Historical Occurrences

According to the National Climatic Data Center, there have been over 20 reported flood events in Volusia County since 1994. According to the data as shown in **Section 5: Table 5**, there was over $20 million in property damage (not including recorded agricultural losses) during this period.

Section 5: Table 5: Historical Flood Impacts in Volusia County

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Peninsular	9/15/1994	Flood	0/0	$757,242	Two synoptic-scale systems, one tropical and one non-tropical brought heavy rain to most of peninsular Florida the last half of September. Other sections of Florida, particularly northeast and east central, experienced urban flooding which closed roads and flooded schools and homes in Duval County and flooded subdivisions in Flagler, Volusia, St. Johns and Brevard counties.
Countywide	10/11/1994	Flood	0/0	$757,242	Heavy rains across much of northeast Florida caused widespread flooding of roadways and vehicles and minor flooding of schools, businesses and residences. Strong onshore winds caused significant beach erosion and minor coastal flooding along portions of the northeast coast.
Oak Hill	9/19/1999	Flash Flood	0/0	$13,439	Heavy rain of 2 to 4 inches produced flooding in Oak Hill. Two homes had minor flooding.
Edgewater	9/14/2001	Flash Flood	0/0	$316,693	Rainfall from Tropical Storm Gabrielle flooded about 25 homes and apartments in Edgewater and New Smyrna Beach. About 5 homes were flooded along the Tomoka River in Daytona Beach. Roadway and small stream flooding was reported over much of the county.
Ponce Park	11/14/2001	Flash Flood	0/0	$633,385	Showers and thunderstorms dumped over 5 inches of rain in coastal sections of Volusia County. Thirty-five homes in the Ponce Inlet, Daytona Beach and Ormond by the Sea areas received some water damage.
Deltona	8/19/2002	Urban Flood	0/0	$0	Thunderstorms produced street flooding in Deltona.
Ormond Beach	8/8/2004	Flash Flood	0/0	$0	Heavy rain in the morning hours brought 24-hour rain totals to near 7 inches. Widespread street flooding with water in two homes in Ormond Beach was reported. A lane of Interstate 95 was blocked by flood waters.
Countywide	9/5/2004	Flash Flood	0/0	$0	From 10 to 12 inches of rain from the northern rain bands of Hurricane Frances produced widespread flooding of homes, businesses and roads across coastal communities as well as in Deltona, and DeLand.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Countywide	9/9/2004	Flood	0/0	$5,564,516	Hurricane Frances produced 6 to 10 inches of heavy rain over much of the middle and upper St. Johns River Basin. Beginning on September 9th, water levels began to reach flood stage on the middle basin mainly around Geneva, and Sanford. Levels continued to rise well above flood stage and began to fall slightly until Hurricane Jeanne followed the same track across the state. Significant flooding followed with a record crest of 10.1 feet being reached at Lake Harney Gage. Many homes were flooded near Stone Island.
Countywide	8/21/2008	Flash Flood	0/0	$13,400,000	As Tropical Storm Fay drifted north in the Volusia County offshore waters, hours of torrential rain fell across southern Volusia County. Close to 200 homes were flooded. The damage was nearly $13 million. Torrential rain from Tropical Storm Fay produced widespread flooding across Brevard and central and southern Volusia counties.
Deltona	5/19/2009	Flood	0/0	$68,600,000	Multiple rounds of heavy rainfall over five days led to several feet of standing water in many areas of eastern Volusia County. Rainfall reached 18 to 28 inches in several coastal areas.
Ormond Beach	5/22/2009	Flash Flood	0/0	N/A	High levels of pre-existing flood waters were exacerbated as two to four inches of additional rainfall occurred in less than three hours. Standing water rose to three feet or higher in several locations. Flood waters entered additional homes. Flash flood damage estimates were included collectively in the five-day flood event from May 19-24.
Isleboro	9/23/2014	Flash Flood	0/0	$562,000	A very moist atmosphere coupled with a series of upper-level disturbances resulted in several persistent rain bands. Significant urban and small stream flooding affected portions of Melbourne/Palm Bay and Lake Mary/Winter Park. Flash flooding resulted in rapid water accumulation in New Smyrna Beach and from Holly Hill to Daytona Beach to Port Orange, where numerous roadways became impassable and over 100 homes sustained damage from the rising flood waters. Rainfall totals during the 24-hour period of greatest impact reached 6-12 inches. Flood damage estimates within Volusia County were 3.65 million dollars. No injuries reported.
Holly Hill	9/24/2014	Flash Flood	0/0	$3,090,000	Same as above.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Ormond-by-the-Sea	10/6/2016	Flood	0/0	$0	Associated with Hurricane Matthew (see Hurricanes)
Seville	9/10/2017	Flood	0/0	$0	Associated with Hurricane Irma. (see Hurricanes)
Ormond-by-the-Sea	11/23/2017	Flood	0/0	$0	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in DeLand, then over 30 minutes later, the storm damaged mobile homes in Daytona Beach.
Daytona Beach	11/5/2021	Flood	0/0	$500,000	A very slow-moving front produced persistent heavy rains across a portion of Volusia County. The total of twenty-four-hour rain totals were 6-10 inches, however most of the rain fell in less than 12 hours, impacting Daytona Beach and Port Orange. As much as 5-6 inches accumulated between 1500 and 1800 LST. Numerous roadways were flooded, with as much as 1-2 feet of standing water in some localized areas, resulting in road closures.
Volusia County	9/28/2022	Flood	4/0	$3,400,000	Rainfall totals averaging between 10 to 16 inches, with locally higher amounts of up to 20 inches were reported particularly in the coastal part of the county, resulting in widespread residential, street, urban, and poor drainage flooding. A county damage assessment indicated 3554 structures affected, 2602 with minor damage, 645 with major damage, and 48 destroyed, mainly due to widespread and historic flooding. The combined effects of Hurricane Ian led to a total estimated damage of approximately $340M.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	11/08/2022	Flood	0/0	$0	Rainfall totals of 3-6 inches, which fell between 0700EST on the 8th and 1500EST on the 10th led to generally nuisance type to minor street flooding across portions of Volusia County. The St. Johns River at Astor, which was already in moderate flood stage due to the remnant effects of Hurricane Ian, experienced water level rises as early as the 8th due to increasing north to northeast winds impeding the river's flow. Renewed flooding was reported along numerous streets and communities along the river in Astor. At DeLand, already in minor flood stage, river gauges recorded a rise into moderate flood stage on the 9th.
West Holly Hill	9/30/2023	Flood	0/0	$0	Volusia County Fire Rescue reported flooding of several areas in Ormond Beach due to excessive rainfall.
Ormond Beach	9/30/2023	Flood	0/0	$0	Heavy rainfall led to flooding in Ormond Beach in Volusia County.
Volusia County	10/10/2024	Flood	0/0	$240,000,000	Volusia County Emergency Management reported significant urban, street, and low-lying flooding as a result of 6 to 12 inches of rain in association with Hurricane Milton. A period of very heavy rainfall rates associated with the core of the storm led to flash flooding during the overnight period (Oct 9 - 10). The heavy rain that fell as a result of the storm also led to a long-term river flood event along the St. Johns with the river near Geneva entering major flood on Oct 14, peaking at 10.15 feet on Oct 15. At DeLand, the river rapidly rose to major flood stage on Oct 11, peaking at 5.49 ft on Oct. 14. Downstream at Astor, the river was already in a minor flood stage at the beginning of the event and quickly rose to major the morning of Oct 10, peaking at 4.81 ft on Oct 12, a new record for the site.

Source: National Climatic Data Center[17]

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

According to the emergency management officials from the Volusia County jurisdictions, another significant flood occurred during the Memorial Day Weekend in May 2009 that was not included in the

[17]https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28Z%29+Flood&beginDate_mm=05&beginDate_dd=01&beginDate_yyyy=2017&endDate_mm=05&endDate_dd=31&endDate_yyyy=2024&county=VOLUSIA%3A127&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=12%2CFLORIDA

NCDC database. This event caused high rains and four feet of storm surge. There was approximately $68 million in damage along the coastline from Ormond Beach to New Smyrna Beach. Approximately 1,000, infrastructure and various critical facilities were damaged. Daytona Beach, alone, had approximately 650 damaged homes.

Historical Summary of Insured Flood Losses

All jurisdictions in Volusia County participate in the National Flood Insurance Program (NFIP). **Section 5: Table 6** provides flood insurance policy and claim summary information for each of the participating jurisdictions. The reported losses include both inland (freshwater) and coastal flooding events. It should be emphasized that these numbers include only those losses to structures that were insured through the NFIP policies, and for losses in which claims were sought and received. It is likely that many additional instances of flood losses in Volusia County were either uninsured, denied claims payment, or not reported.

Section 5: Table 6: NFIP Policy and Claim Information

JURISDICTION	TOTAL CLAIMS SINCE 1978	TOTAL PAID SINCE 1978
Daytona Beach	1,701	$81,477,671
Daytona Beach Shores	175	$3,778,724
DeBary	108	$4,846,401
DeLand	19	$363,712
Deltona	125	$3,178,258
Edgewater	252	$7,528,013
Holly Hill	400	$10,505,116
Lake Helen	3	$14,481
New Smyrna Beach	1,229	$50,878,748
Oak Hill	18	$554,185
Orange City	19	$946,274
Ormond Beach	768	$11,608,018
Pierson	1	$8,834
Ponce Inlet	255	$7,965,454
Port Orange	1,451	$62,222,337
South Daytona	1,088	$54,614,519
Volusia County	2,391	$68,055,722
TOTAL	**10,003**	**$368,546,467**

Source: Volusia County Growth Management, FEMA (as of 01/27/2025)

Repetitive Loss Properties

FEMA defines a repetitive loss property as any insurable building for which two or more claims of more than $1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP. Currently there are over 122,000 repetitive loss properties nationwide.

According to Volusia County repetitive loss property records (as of January 2025), there are over 1,000 repetitive loss properties located in Volusia County. Without mitigation, these properties will likely continue to experience flood losses. **Section 5: Figure 8** displays the general location of RL properties.

Section 5: Table 7: Repetitive Loss Properties Information

JURISDICTION	NUMBER OF RL PROPERTIES		
	TOTAL	NUMBER OF PROPERTIES BY LAND USE (Data provided by jurisdictions in 2025)	LOSSES BY LAND USE (Data provided by jurisdictions in 2020 LMS update)
Daytona Beach	235	-	2 RESIDENTIAL
Daytona Beach Shores	9	-	NONE
DeBary	4	-	NONE
DeLand	2	-	10 RESIDENTIAL
Deltona	10	-	NONE
Edgewater	24	-	1 RESIDENTIAL
Holly Hill	72	17 RESIDENTIAL	1 RESIDENTIAL
Lake Helen	5	5 RESIDENTIAL	NONE
New Smyrna Beach	90	-	18 RESIDENTIAL
Oak Hill	0	-	NONE
Orange City	45	39 RESIDENTIAL, 6 COMMERCIAL	NONE
Ormond Beach	46	-	24 RESIDENTIAL
Pierson	0	-	NONE
Ponce Inlet	15	-	NONE
Port Orange	296	286 RESIDENTIAL, 4 COMMERCIAL, 6 GOVERNMENTAL	4 RESIDENTIAL
South Daytona	258	-	2 RESIDENTIAL
Volusia County	461	-	13 RESIDENTIAL

Source: Individual jurisdictions, FEMA

Not all jurisdictions have severe repetitive loss properties. Those that have them identified for the 2025 update are:

- Port Orange, 50 Residential

Probability of Future Occurrences

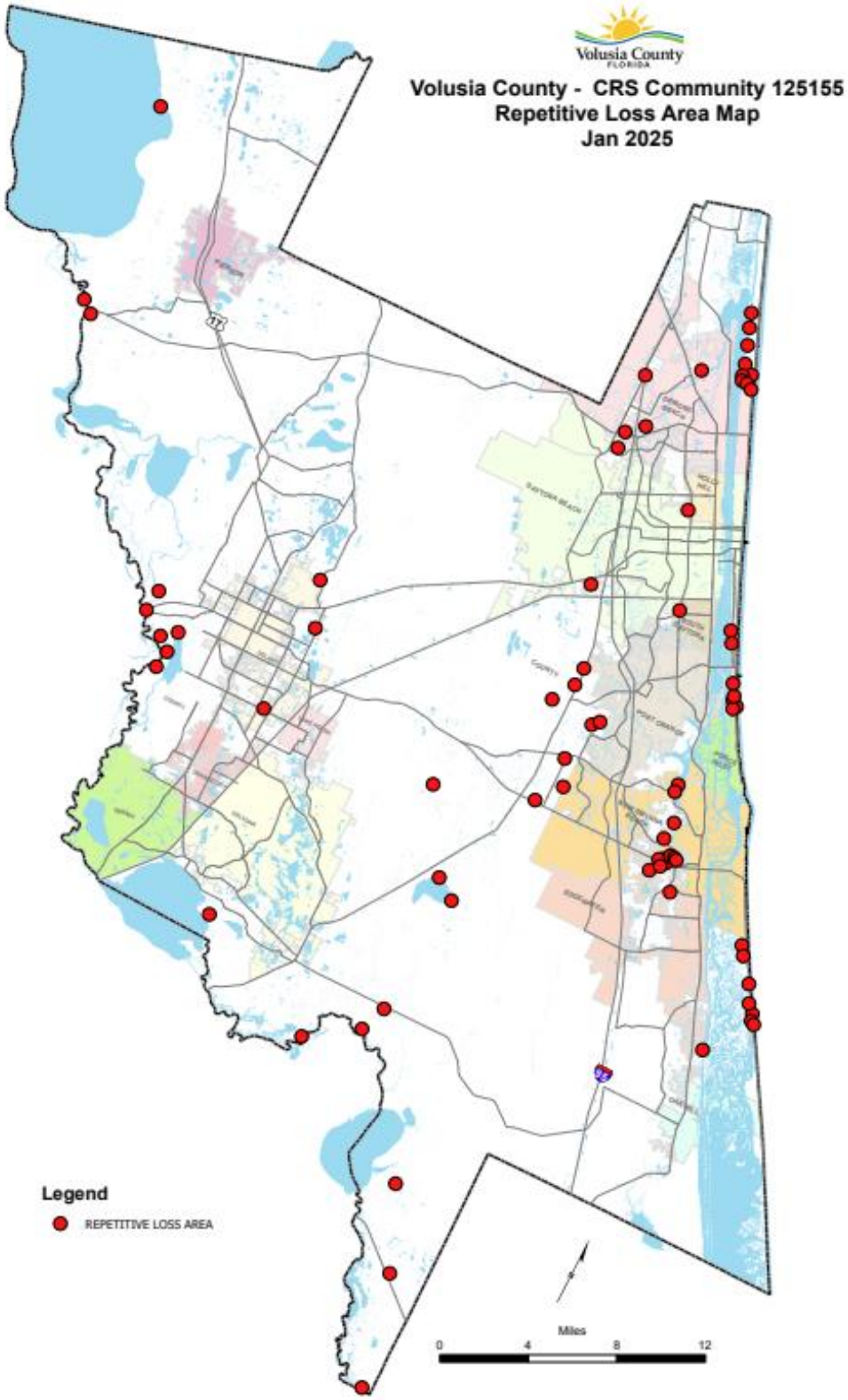
Flood events will remain a frequent occurrence in Volusia County, and the probability of future occurrences is high. The probability of future flood events based on magnitude and according to best

available data is illustrated in Figure 5.10, which indicates those areas susceptible to the 1 percent annual chance flood (100-year floodplain); the 1 percent annual chance flood with wave action (100-year coastal floodplain); and the 0.2 percent annual chance flood (500-year floodplain). Further, as described in other hazard profiles, it is highly likely that Volusia County will continue to experience inland and coastal flooding associated with large tropical storms, hurricanes and storm surge events.

Anticipated sea level rise will increase the probability and intensity of future tidal flooding. Rising sea level over time will decrease the return period (increasing the frequency) of significant flood events. For example, sea level rise of 1 foot over a typical project analysis period (50 years) may cause a flood event currently of annual probability of 2 percent (50-year flood) to become an event of 10 percent annual probability (10-year flood). This rise in sea level will increase the probability of the loss of coastal wetlands and erosion of sandy beaches that act as protective buffers against flood events.

There are repetitive loss properties within 13 of the 16 jurisdictions within Volusia County. This includes 1,280 properties in total. Countywide distribution of repetitive loss properties is somewhat weighted to the east, as a majority of the repetitive loss properties in the county are in Port Orange, South Daytona, and Daytona Beach. The western side of the county also has several repetitive loss properties, most notably the cluster within the Stone Island residential area in the southwestern portion of the county. Data collected showed that many properties have not undergone mitigation efforts; however, there is insufficient data to measure an actual percentage for the entire county.

Section 5: Figure 8: Repetitive Loss Areas in Volusia County



Source: Volusia County GIS

5.8 PUBLIC HEALTH EMERGENCY

Background

Public heath emergencies may be accidental, natural, or intentional. Under section 319 of the Public Health Service Act (42 U.S.C § 319), the Secretary of the Department of Health and Human Services (HSS) can declare a public health emergency.

Public health is the science and art of preventing disease, prolonging life, and promoting health through organized efforts and informed choices of society, organizations, the public, private communities, and individuals. According to the Centers for Disease Control and Prevention (CDC), disease outbreaks are identified by the occurrence of more cases of disease(s) than normally expected within a specific place, or among a group of people over a specified period of time. Potential health threats come from an increasing range of health hazards, including infectious diseases, HazMat incidents, food contamination, and threats associated with climate change including extreme weather events. Public health emergencies include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity. Pandemics are included in this category.

Location and Spatial Extent

All Volusia County residents face risks associated with public health emergencies. Risk factors, including income, gender, age, migration, health/nutritional status, displacement, and unplanned urbanization, increase people's exposure and vulnerability to these threats and hazards.

All Volusia County residents are at risk of public health emergencies such as pandemic influenza, pneumonic plague, epidemic, food contamination, etc. Youth (under 18) and the elderly (over 65) are especially vulnerable as their immune systems are more susceptible. Risks may also be increased in people of any age who have other serious health problems — such as heart or lung conditions, weakened immune systems, obesity, or diabetes. This is similar to what is seen with respiratory illnesses, such as the flu (influenza) and COVID-19.

Historical Occurrences

In 2016 and 2017 the Zika Virus cases were on the rise and led to several birth defects. In October of 2022, Dengue was reported in a Volusia County resident. In June 2023, four cases of Malaria were reported, treated, and recovered in Sarasota, Florida. Although rare, there have also been cases of West Nile Virus that led to encephalitis in the County.

Then in March 2020, the first cases of COVID-19 were reported in Florida. On March 11, 2020, the World Health Organization (WHO) officially declared COVID-19 a pandemic. By April, the governor had declared an executive order to restrict activities within the state unless deemed essential. The pandemic was declared over in May 2023, but continues to impact Florida's population through the time this plan was published.

Probability of Future Occurrences

Public health emergencies are expected to increase. Volusia County and the surrounding areas bring many tourists, which can be a contributor to the spread of health concerns or diseases. Although international

travel is a contributing factor, climate change and a growing population will continue to influence public health.

5.9 RISING COASTAL WATERS

Background

Rising coastal waters is a hazard that refers to unprecedented water levels along the coast, usually leading to inland affects. This hazard encompasses:

- **Storm Surge**: Storm surge occurs when the water level of a tidally influenced body of water increases above the normal astronomical high tide and is most common in conjunction with coastal storms with massive low-pressure systems with cyclonic flows such as hurricanes, tropical storms and nor'easters. The low barometric pressure associated with these storms causes the water surface to rise, and storms making landfall during peak tides have surge heights and more extensive flood inundation limits. Storm surges will inundate coastal floodplains by dune over wash, tidal elevation rise in inland bays and harbors, and backwater flooding through coastal river mouths. The duration of a storm is the most influential factor affecting the severity and impact of storm surges.
- **Sea Level Rise (SLR)**: Sea level rise is caused by warming of the earth's climate, the associated thermal expansion of water molecules, and generally impacts coastal, lagoon-adjacent and river-adjacent areas that are hydrologically connected to the ocean.
- **Tsunami**: In the open ocean, tsunami waves travel at speeds of up to 600 miles per hour but are too small to be observed, and the time between wave crests may be five to 90 minutes. As the waves approach shallow coastal waters, they slow down and may rise to several feet or, in rare cases, tens of feet. Although the waves slow down as they reach shallow water, the energy remains constant and when tsunami waves crash into the shoreline they may be as high as 100 feet. The first wave is almost never the largest; successive waves may be spaced tens of minutes apart and continue arriving for many hours. The coastal areas at greatest risk are less than 50 feet above sea level and within one mile of the shoreline. Tsunamis can cause great loss of life and property damage where they come ashore, and most tsunami deaths are the result of drowning. Associated risks include water pollution, damaged gas lines, and flooding.

Location and Spatial Extent

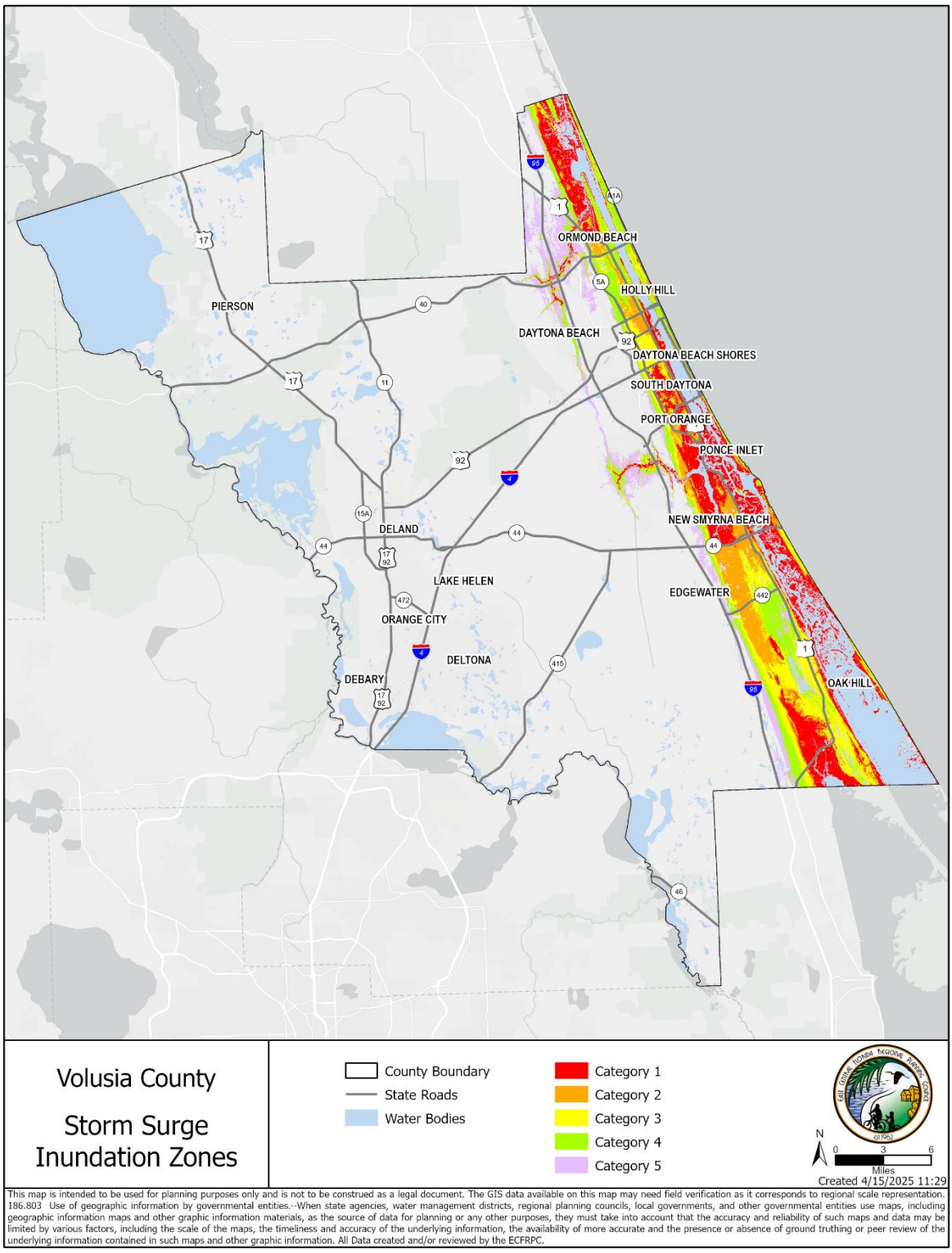
All of Volusia County and its jurisdictions are subject to rising coastal water inundation. Municipalities such as Ormond Beach, Holly Hill, Daytona Beach, Daytona Beach Shores, South Daytona, Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater, and Oak Hill are most susceptible to rising coastal waters given their proximity to the coast.

- **Storm Surge**: As shown in **Section 5 Figure 9**, the entire east side of Volusia County is at high risk of storm surge inundation in addition to most riverine floodplains along major rivers in southern portions of the area. While areas not located immediately along the coast or major rivers may not be directly impacted by storm surge inundation except in extreme storm events, they might experience flooding caused by storm surge and extremely high tides that affect the drainage of areas further inland.
- **Sea Level Rise**: In Volusia County, areas susceptible to sea level rise include jurisdictions in close proximity to the Atlantic Ocean, the Indian River Lagoon, the Halifax River, the St. Johns River, and smaller riverine systems that provide hydro connectivity into the interior of the County. The extent of sea level rise would go beyond coastal communities, like Ormond Beach and New Smyrna Beach. Inland communities along waterways, such Astor and Eustis, will be impacted

during periods of high-water inundation since the water systems will be over capacity and exiting the system at slower rates.

- **Tsunami**: Tsunami activity is a greater risk along the Pacific Rim states (Washington, Oregon, California, Alaska, and Hawaii), but is still possible along the East Coast of the United States. In fact, as many as 40 tsunami or tsunami-like events have been reported along the East Coast since the early 1600s. Additionally, models and methodologies do not currently exist to accurately assess the tsunami hazard as it would relate to an inland community along the East Coast. The potential location and extent of the tsunami hazard for Volusia County is similar and slightly more extensive than the established flood hazard area. A tsunami event could cover all of Volusia County based on severity. However, the coastal jurisdictions are most at risk. The areas of Volusia County most at risk of a tsunami hazard are similar to those of storm surge and sea level rise. A tsunami's extent could go beyond the coastal areas, although they are at the greatest risk. High velocity waves that could cause severe catastrophic damage to structures and infrastructure. Its extent could result in massive amounts of vegetative and construction debris, boats would be washed ashore, impacted buildings could collapse, trees could be uprooted, above ground power poles and lines could collapse, and underground utilities could be unearthed and destroyed.

Section 5: Figure 9: Current Day Storm Surge Predications Based on Hurricane Category



Source: ECFRPC, NOAA

Historical Occurrences

Volusia County has experienced numerous rising water events associated with hurricanes, nor'easters and tropical storms. Water can rise to exceptional levels during hurricanes, storm surge, flash flood and thunderstorm conditions.

- **Storm Surge**: Water levels from storm surge have historically risen to 6 feet within Volusia County following one of these events, with increased water heights for coastal communities due to Florida's semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet. Hurricane Nicole in 2022 produced an impactful storm surge along a large portion of the east coast of Florida, battering beaches with elevated water levels and wave action. Florida was previously hit by Hurricane Ian in late September which caused beach erosion along the east coast and freshwater flooding from rainfall in rivers and canals. The impact of Ian likely left the area more vulnerable to storm surge from Nicole. Additionally, Nicole's large wind field and its initial subtropical characteristics increased the potential for widespread wave and storm surge impacts. Port Orange, South Daytona, Ormond Beach, and Daytona Beach were most impacted during Hurricane Nicole, however most of this was from the tides increasing and influencing the intracoastal waterways. Please refer to the Hurricane Historical Occurrences listing for more information.
- **Sea Level Rise**: Sea level rise is currently impacting south and central Florida, with nearshore, high-tide flooding becoming a more frequent sea level rise-associated hazard in some locations. Historical occurrences of sea level rise are not easy to measure due to a lack of data existing from the early 20th Century as well as the time period of two epochs (38 years) needed to calculate the mean impacts of sea level rise, by location. As data collection and monitoring improve, the ability for the County to track historical occurrences will improve. One indicator of sea level rise is the frequency or nearshore, high tide flood events, also known as nuisance flooding. In 2016, a NOAA study found that nuisance flooding frequency was increasing to the north and south of Volusia County (in Mayport, FL; Fernandina Beach, FL; and Key West, FL). It is expected that these events will continue to increase in frequency in the future.
- **Tsunami**: In August 2008, a qualitative tsunami hazard assessment prepared by NOAA and USGS indicated that the U.S. Atlantic coast has a very low tsunami risk[18]. This qualitative assessment was based on National Geophysical Data Center (NGDC) and United States Geological Survey (USGS) databases. Specifically, Atlantic coast tsunami vulnerability was deemed very low based on very low wave runup, low tsunami hazard frequency, and no reported fatalities. Although an East Coast tsunami would be rare, two offshore areas are currently under investigation according to a 2002 National Geophysical Data Center report. One area of interest consists of large cracks northeast of Cape Hatteras, North Carolina that could foretell the early stages of an underwater landslide resulting in a tsunami. The other area of interest consists of submarine canyons approximately 150 kilometers from Atlantic City, New Jersey. Significant factors for consideration regarding these areas are recent discoveries along the East Coast that demonstrate the existence of pressurized hydrates and pressurized water layers on the continental shelf. This has produced speculation among the scientific community on possible triggers that could cause sudden and perhaps violent releases of compressed material that could factor into landslide events and the resulting tsunami waves. Although different from a tsunami, a rogue wave is relatively large (i.e., larger in height than a tsunami) and spontaneous ocean waves can cause similar impacts. On July

[18] NOAA and USGS. 2008. *U.S. States and Territories National Tsunami Hazard Assessment: Historical Record and Sources for Waves.* August 2008.

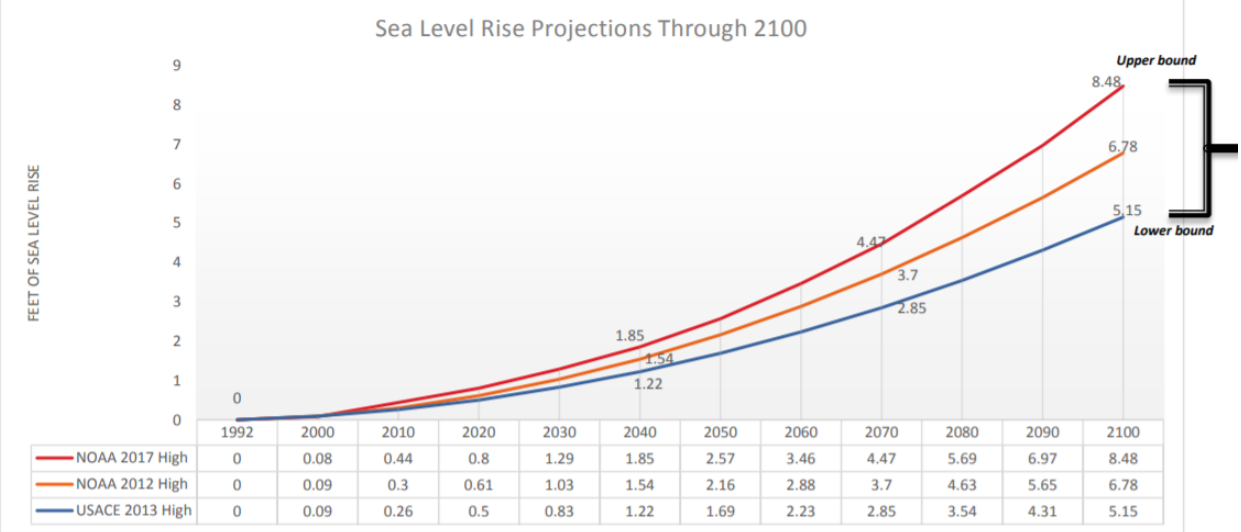
3, 1992, a 27-mile-long, 18-foot rogue wave came onshore between Ormond Beach to New Smyrna Beach, centered at Daytona Beach. Sailboats crashed ashore, 200 cars were damaged and approximately 75 people were injured resulting in two hospitalizations. It is theorized that an underwater landslide caused the rogue wave, potentially categorizing this wave as a type of tsunami, or it was the result of a squall line.

Probability of Future Occurrences

There is a high probability that Volusia County will continue to experience rising coastal water associated with large tropical storms, hurricanes and squalls combined with high tides, based on the frequency of tropical cyclones as shown in **Section 5 Figure 11 and 12.**

As noted in previous sections (under Flood), anticipated sea level rise will increase the probability and intensity of future storm surge events. This rise in sea level will increase the probability and intensity of rising coastal water events but will also contribute to the loss of coastal wetlands and erosion of sand beaches that act as protective buffers against storm surge events. The National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers have published numerous "sea level rise curves" that project the future impacts of sea level rise, in feet. The following sea level rise curves are being used to assess the potential impacts of sea level rise by municipalities in Volusia County.

Section 5: Figure 10: Sea Level Rise Projections

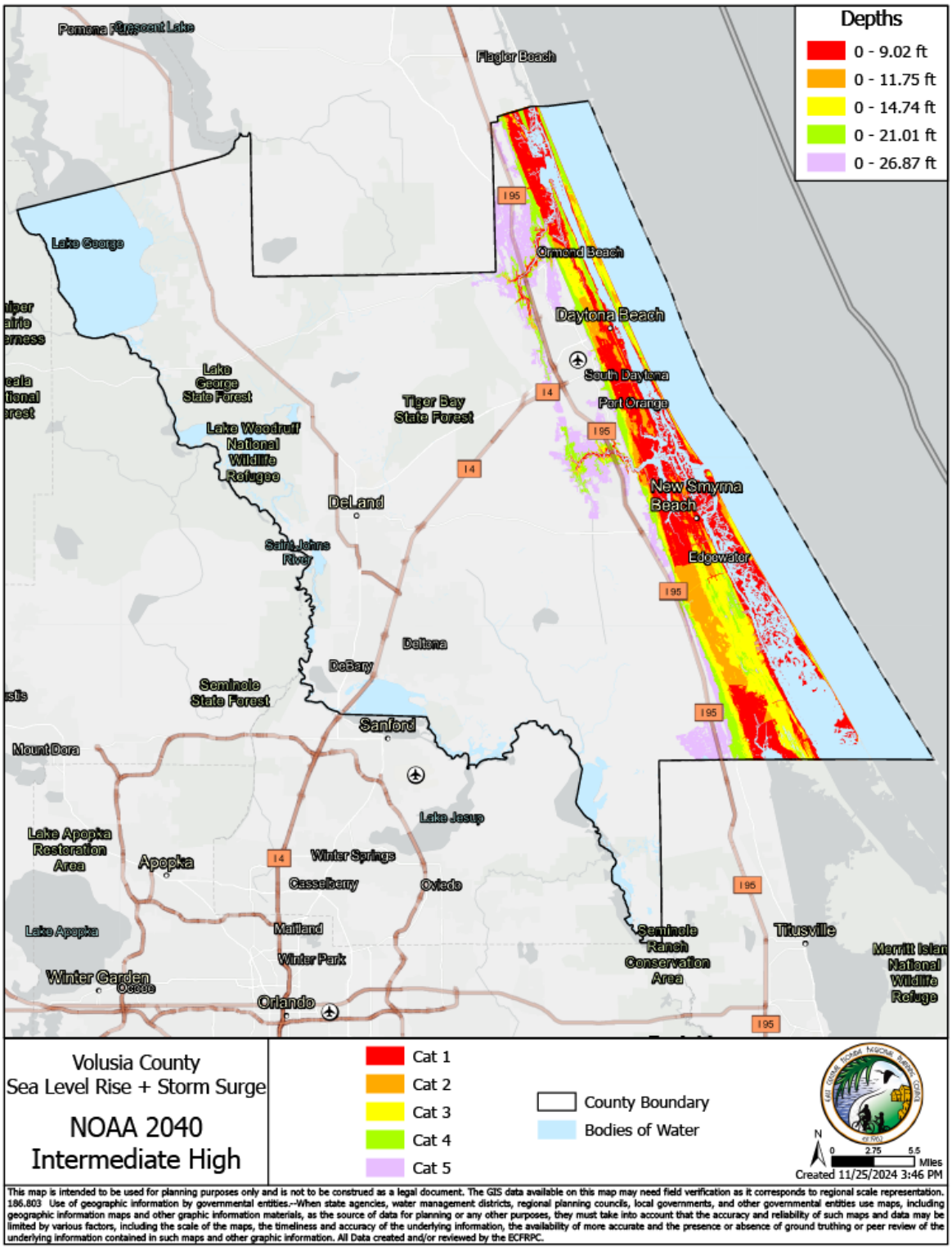


	1992	2000	2010	2020	2030	2040	2050	2060	2070	2080	2090	2100
NOAA 2017 High	0	0.08	0.44	0.8	1.29	1.85	2.57	3.46	4.47	5.69	6.97	8.48
NOAA 2012 High	0	0.09	0.3	0.61	1.03	1.54	2.16	2.88	3.7	4.63	5.65	6.78
USACE 2013 High	0	0.09	0.26	0.5	0.83	1.22	1.69	2.23	2.85	3.54	4.31	5.15

The probability of a future tsunami event affecting Volusia County is very low, as indicated in the 2008 NOAA-USGS tsunami hazards assessment. However, the consequences of even a moderate tsunami striking Volusia County would devastate lives, development, and the ability of the county to function.

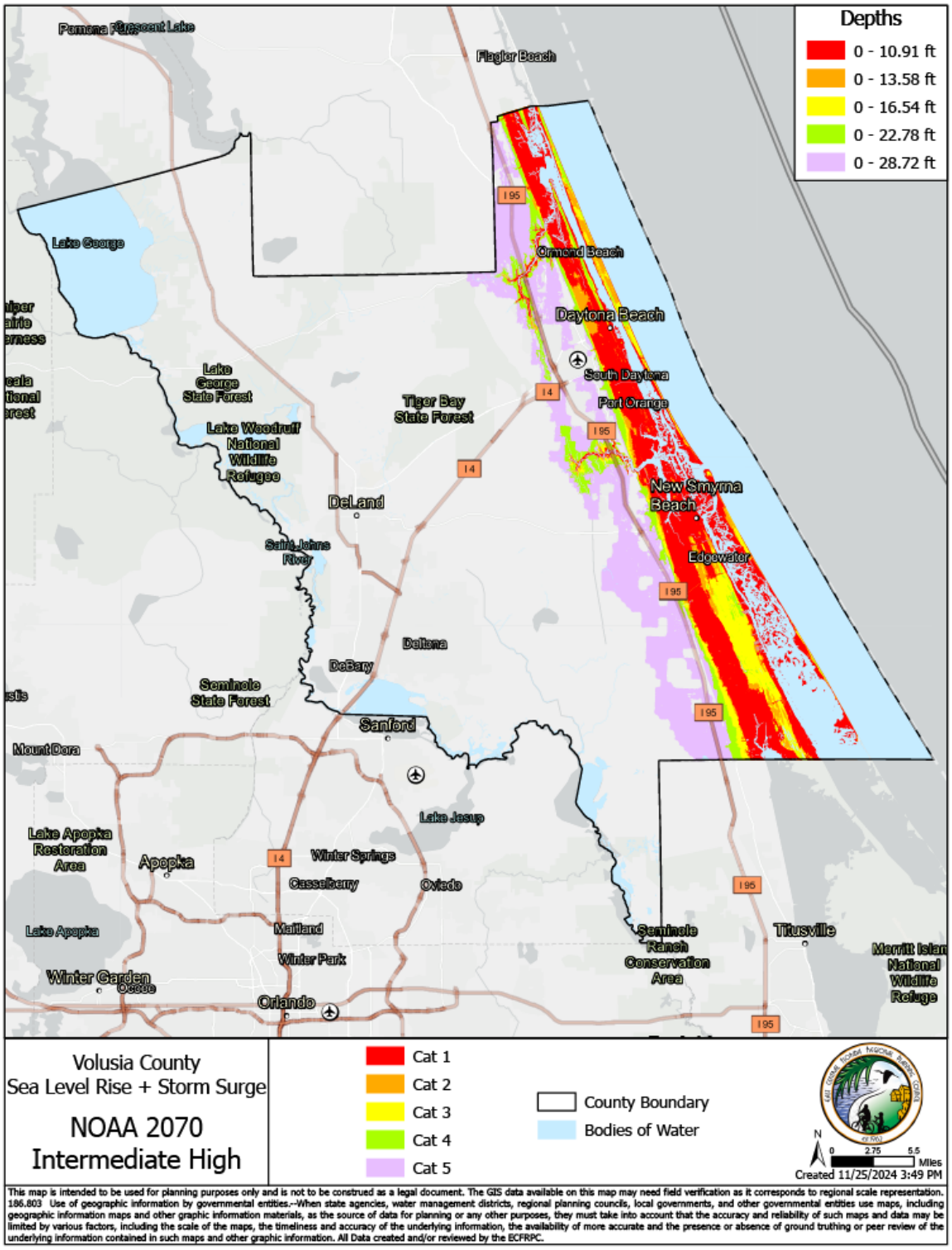
The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts and that future mitigation and adaptation strategies related to this hazard should be considered. The figures below represent the NOAA intermediate high projection for rising coastal waters in 2040 and 2070 with storm surge.

Section 5: Figure 11: 2040 Intermediate High Storm Surge



Source: ECFRPC, Volusia County Vulnerability Assessment

Section 5: Figure 12: 2070 Intermediate High Storm Surge



Source: ECFRPC, Volusia County Vulnerability Assessment

5.10 SEVERE WEATHER

Background

Severe weather refers to any significant or intense weather conditions that can cause damage, disruption, or pose a threat to safety. It encompasses a range of phenomena that are more extreme than typical weather conditions. Volusia County experiences severe weather in a variety of ways.

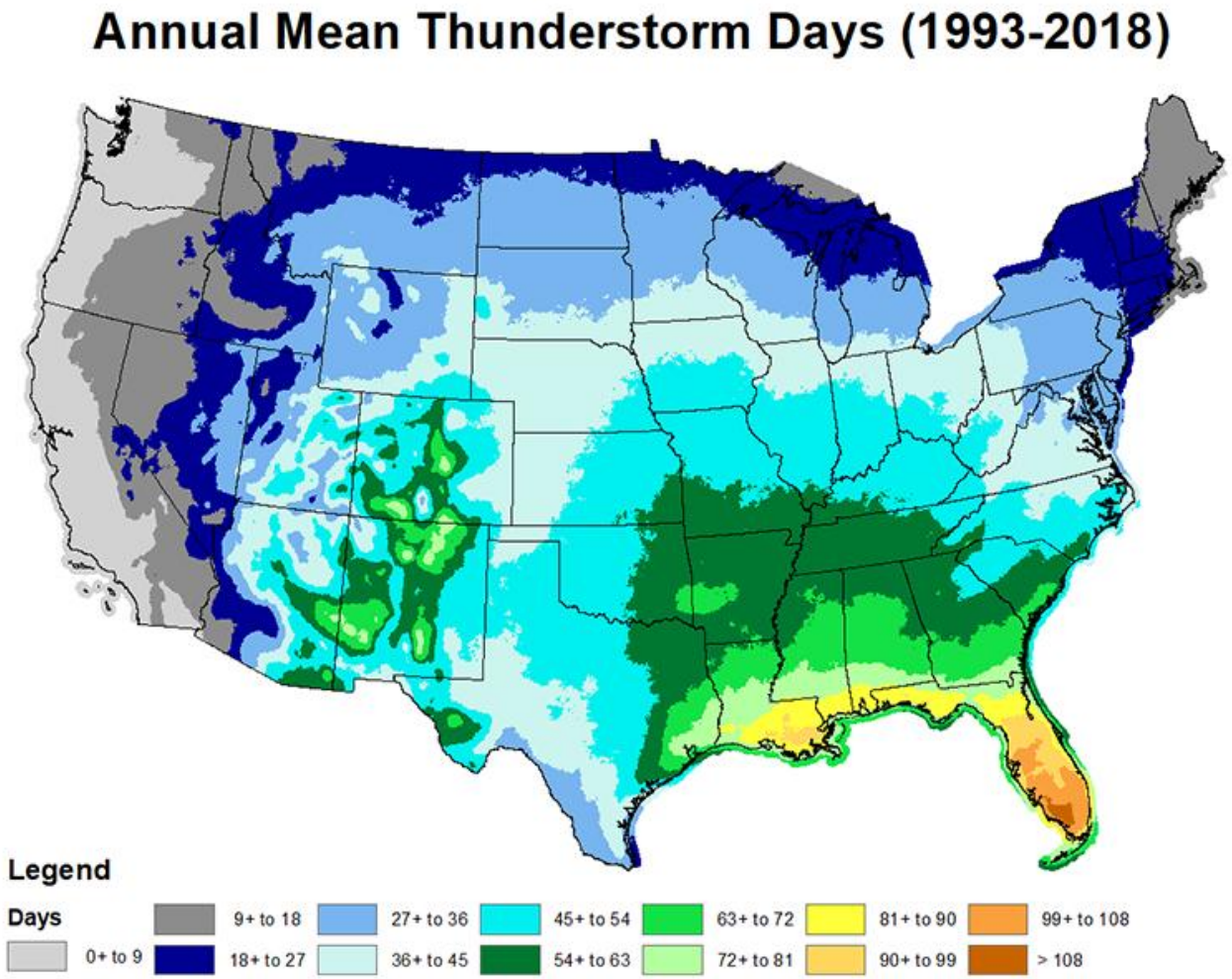
- **Hail** frequently accompanies thunderstorms and has potential to cause substantial damage. Early in the developmental stages of hail, ice crystals form within a low-pressure front due to the rapid rise of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until they develop sufficient weight to fall as precipitation. Hail precipitation falls in spheres or irregularly shaped masses greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.
- **Lightning** is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder which often accompanies lightning strikes. While most often affiliated with severe thunderstorms, lightning often strikes outside of heavy rain and might occur as far as 10 miles away from any rainfall.
    - According to FEMA, an average of 300 people are injured and 80 people are killed in the United States each year by lightning. Direct lightning strikes also can cause significant damage to buildings, critical facilities, and infrastructure. Lightning is also responsible for igniting wildfires that can result in widespread damage to property before firefighters have the ability to contain and suppress the resultant fire[19].
- **Thunderstorms** are common throughout Florida and occur throughout the year. Although thunderstorms generally affect a small area, they are very dangerous given their ability to produce accompanying hazards including high winds, hail, and lightning which all may cause serious injury or death, in addition to property damage[20].
    - According to the National Weather Service, more than 100,000 thunderstorms occur each year, though only about 10 percent of these storms are classified as "severe." A severe thunderstorm occurs when the storm produces one of three elements: 1) Hail of three-quarters of an inch; 2) Tornado; 3) Winds of at least 58 miles per hour.
    - Three conditions need to occur for a thunderstorm to form. First, it needs moisture to form clouds and rain. Second, it needs unstable air, such as warm air that can rise rapidly (this often referred to as the "engine" of the storm). Finally, thunderstorms need lift, which comes in the form of cold or warm fronts, sea breezes, mountains, or the sun's heat. When these conditions occur, air masses of varying temperatures meet, and a

[19]Wildfires are discussed in Section 5.14.
[20] Lightning and Hail are discussed in detail as separate hazards in this section.

thunderstorm is formed. These storm events can occur singularly, in lines, or in clusters. Further, they can move through an area very quickly or linger for several hours.

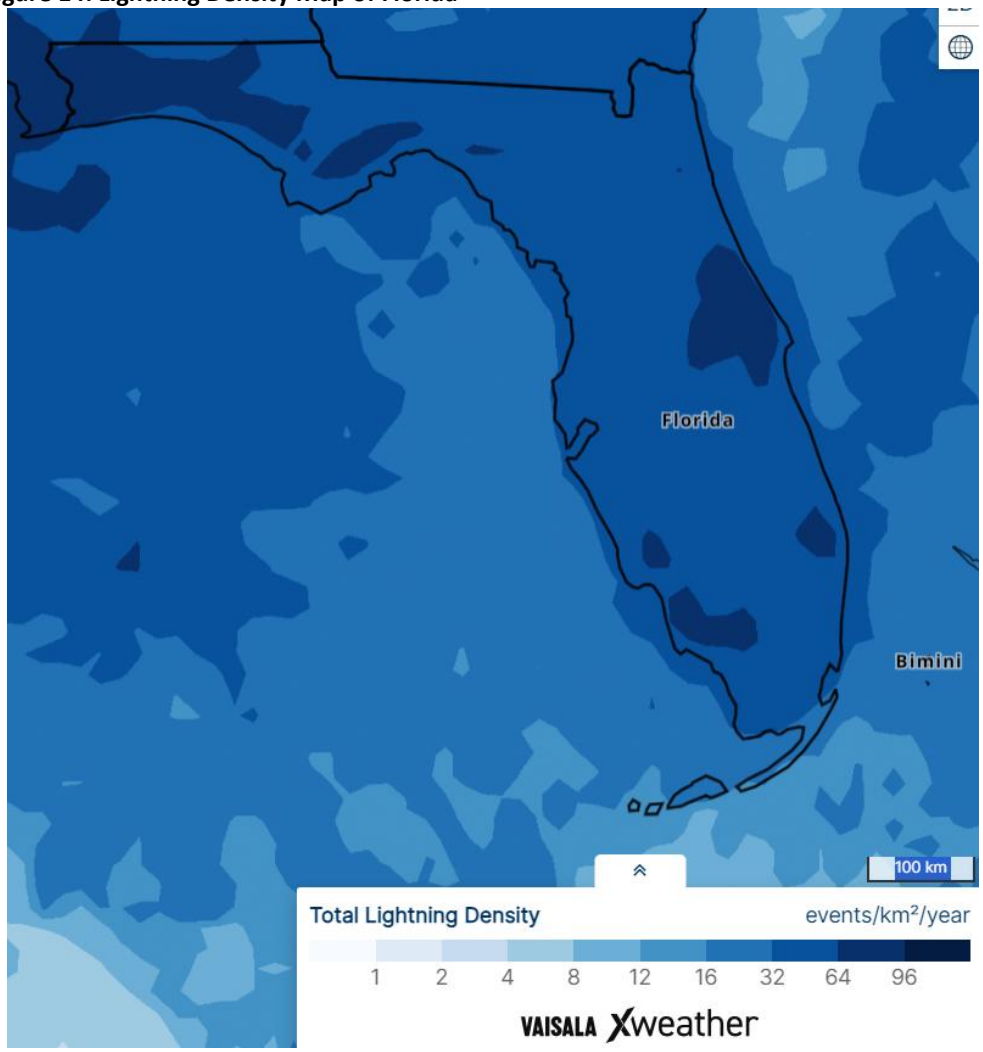
Severe weather can affect all jurisdictions within Volusia County and their duration can span from localized events (less than 10 minutes locally) to hours-long events (primarily in the case of hurricanes or large tropical systems).

Section 5: Figure 13: Average Annual Number of Thunder Events



Source: NOAA.

Section 5: Figure 14: Lightning Density Map of Florida



Source: Vaisala U.S. National Lightning Detection Network 2024. https://interactive-lightning-map.vaisala.com/

Location and Spatial Extent

Severe storms are common and impact the entirety of Volusia County. Volusia County and its jurisdictions are in a region of the country that is particularly susceptible to these types of events.

Hail is often produced during a thunderstorm event which has no geographic limitations on the area it affects. Therefore, it is assumed that all of Volusia County is uniformly at risk to hail events. Impacts typically include downed power lines and trees and damage to vehicles and mobile homes. In terms of extent for Volusia County, tennis ball-sized hail (2.5-inch diameter based on NOAA hail conversions) has been observed on many occasions within Volusia County and is a probable occurrence on an annual basis. Larger hail conditions are less likely, but possible. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

Lightning occurs randomly and is, therefore, impossible to predict where it will strike. It is assumed that all of Volusia County is uniformly exposed to lightning which strikes in very small, specific geographic areas. Impacts from lightning have included deaths and injuries, damage to electrical systems, and fires that have destroyed residential and commercial property. The most threatening and common type of lightning is cloud-to-ground lightning, where the extent of the threat causes lightning to make contact with whatever object is below. **Section 5 Figure 14** displays the spatial extent of the hazard.

Severe thunderstorms and their related hazardous elements (including lightning, hail, and straight-line winds) are not confined to any geographical boundaries and typically are widespread events. Thunderstorms can occur in all regions of the United States, but they are most common in the central and southern states because atmospheric conditions in those regions are favorable for generating these powerful storms as shown in **Section 5 Figure 13**. Therefore, it is assumed that Volusia County would be uniformly exposed to these hazards and that the extent of that impact would potentially be large. The extent of thunderstorm severity varies on an event-by-event-basis and is generally subject to the atmospheric conditions present at the time. While light thunderstorms are more common in frequency, severe thunderstorms (with associated Severe Thunderstorm Warnings) which include the added impacts of lightning and (more rarely) hail occur several times per year in Volusia County. The extent of severe thunderstorms are watches and warnings. A Severe Thunderstorm Watch is issued when severe thunderstorms are possible in and near the watch area. It does not mean that they will occur. It only means they are possible. A Severe Thunderstorm Warning is issued when severe thunderstorms are occurring or are imminent in the warning area.

Historical Occurrences

According to the National Climatic Data Center, there have been numerous recorded hail events in Volusia County as shown in **Section 5: Table 8**[21]. Hail sizes for these events range from 1.00 inches to 2.75 inches in diameter. The emergency management officials from the Volusia County jurisdiction determined that only hail that was greater than one inch in diameter was to be listed.

Section 5: Table 8: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	8/16/1963	1.00	0/0	$0	Not Available
Volusia County	2/7/1971	2.75	0/0	$0	Not Available
Volusia County	3/13/1971	1.75	0/0	$0	Not Available
Volusia County	5/29/1971	1.75	0/0	$0	Not Available
Volusia County	4/4/1973	1.00	0/0	$0	Not Available
Volusia County	6/10/1975	1.75	0/0	$0	Not Available
Volusia County	5/12/1976	1.50	0/0	$0	Not Available
Volusia County	4/18/1978	1.00	0/0	$0	Not Available
Volusia County	4/8/1982	1.50	0/0	$0	Not Available
Volusia County	4/29/1982	1.75	0/0	$0	Not Available

[21] A Hail event that affects several jurisdictions on the same day is classified as a single event.

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	6/8/1985	1.00	0/0	$0	Not Available
Volusia County	6/18/1987	1.75	0/0	$0	Not Available
Volusia County	5/24/1988	1.50	0/0	$0	Not Available
Volusia County	2/21/1989	1.00	0/0	$0	Not Available
Volusia County	3/23/1989	1.25	0/0	$0	Not Available
Volusia County	5/1/1989	1.00	0/0	$0	Not Available
Volusia County	6/26/1990	1.00	0/0	$0	Not Available
Volusia County	5/2/1992	1.00	0/0	$0	Not Available
Edgewater	1/11/1993	1.50	0/0	$77,700	Strong downburst winds damaged 9 mobile homes. Most had aluminum awnings, carports, and family rooms ripped away. Trees and power lines were down. Up to golf ball-sized hail also fell.
Daytona Beach	3/31/1993	1.75	0/0	$0	Golf ball-sized hail fell at the Daytona Beach Airport.
Daytona Beach	6/19/1995	2.50	0/0	$36,809	Severe thunderstorms blew down dozens of trees in Deltona and produced one inch-diameter hail.
Daytona Beach	3/28/1996	1.75	0/0	$0	Strong downburst winds blew down trees destroyed a pool screen and produced two and one-half-inch-diameter hail in the Spruce Creek Village.
Barberville	6/15/1996	1.00	0/0	$0	Hail the size of quarters fell in Barberville, while quarter-sized hail fell in DeBary.
DeBary	6/15/1996	1.00	0/0	$0	
Daytona Beach	8/25/1996	1.00	0/0	$0	Not Available
Deltona	7/7/1997	1.00	0/0	$0	Not Available
DeBary	8/13/1997	1.00	0/0	$0	Not Available
Deltona	2/28/1998	1.00	0/0	$0	Not Available

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
DeLand	3/20/1998	1.25	0/0	$0	Not Available
New Smyrna Beach	3/20/1998	1.00	0/0	$0	
Daytona Beach	6/25/1998	1.75	0/0	$0	Not Available
Port Orange	1/9/1999	1.00	0/0	$4,032	A few mobile homes were damaged by falling trees and quarter-sized hail in Port Orange.
Pierson	5/6/1999	1.75	0/0	$0	Not Available
Orange City	5/9/1999	1.75	0/0	$0	Not Available
Oak Hill	4/15/2000	1.00	0/0	$0	Not Available
DeLand	9/19/2000	1.75	0/0	$0	Not Available
Oak Hill	3/29/2001	1.00	0/0	$0	Not Available
DeLand	3/31/2001	1.00	0/0	$0	Not Available
New Smyrna Beach	8/21/2001	1.00	0/0	$0	Not Available
Deltona	3/19/2003	1.00	0/0	$0	Not Available
DeLand	4/25/2003	1.00	0/0	$0	Not Available
DeLand	7/18/2003	1.00	0/0	$0	Not Available
Oak Hill	7/21/2003	1.00	0/0	$0	Not Available
DeLand	10/7/2003	1.00	0/0	$0	Not Available
Port Orange	7/8/2004	2.00	0/0	$0	Not Available
Maytown	10/19/2004	1.00	0/0	$0	Not Available
Seville	3/25/2005	1.00	0/0	$0	Not Available
Daytona Beach	5/4/2005	1.75	0/0	$112,551	Not Available
Holly Hill	6/28/2006	1.75	0/0	$0	Not Available
DeLand	7/17/2006	1.00	0/0	$0	Not Available
Glencoe	3/7/2008	1.00	0/0	$0	A cold front moving across central Florida produced a line of thunderstorms that moved southeast across the area. One inch hail was reported in Port Orange. Quarter size hail was reported at Interstate 95 and Highway SR44, near Glencoe, and in Daytona Beach. The public reported nickel size hail in Deltona.
Port Orange	3/7/2008	1.00	0/0	$0	
Daytona Beach	3/7/2008	1.00	0/0	$0	

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Seville	7/5/2008	1.00	0/0	$0	Quarter-sized hail was reported. A sea breeze thunderstorm produced hail and wind gusts in interior parts of E.C.F.
Seville	6/13/2009	1.00	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLeon Springs	3/31/2009	1.00	0/0	$0	A northward-lifting warm front combined with active sea breeze boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Ponce Park	2/22/2010	1.00	0/0	$0	Isolated thunderstorms developed in an unstable environment well ahead of a cold front. One of the storms became strong and produced small hail as it moved east out of the Ocala National Forest. The storm strengthened as it approached the coast, producing large hail on the barrier island east of central Daytona Beach.
Harbor Point	5/13/2011	1.00	0/0	$0	The collision of the east and west coast sea breezes formed a broken line of thunderstorms across East Central Florida. A couple of these pulse storms became severe in Orange and Volusia Counties.
Ormond by the Sea	3/31/2011	1.00	0/0	$0	A pre-frontal squall line moved rapidly across central Florida, bringing strong to severe thunderstorms with large hail and funnel clouds.
Glencoe	5/17/2012	1.75	0/0	$0	The east coast sea breeze formed in the early afternoon and

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Deltona	4/20/2012	1.75	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
Barberville	4/20/2012	1.25	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeBary	4/20/2012	1.00	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeLand Osteen	5/17/2012	0.75 (DeLand) 0.88 (Osteen)	0/0	$0	The east coast sea breeze formed in the early afternoon and

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Glencoe		1.75 (Glencoe)			propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the ENE, producing large hail over Volusia County.
Daytona Airport	6/24/2014	0.88	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County.
DeLeon Springs	6/26/2014	0.88	0/0	$0	A weather spotter observed hail up to nickel size in De Leon Springs as a strong thunderstorm affected the area.
Deltona	5/20/2015	1.00	0/0	$0	Strong thunderstorms developed over the mainland and became severe as they interacted with the east coast sea breeze over central Volusia and eastern Seminole County. Large hail, up to quarter-sized, was reported across sections of Deltona and Oviedo.
DeLeon Springs	7/6/2015	0.75	0/0	$0	Thunderstorms developed along the west coast sea breeze and became strong as they approached Volusia County, producing small hail and some minor tree damage in De Leon Springs.
DeLeon Springs	7/6/2016	1.00	0/0	$0	An isolated thunderstorm quickly became severe and hail up to quarter size as it moved slowly southeast across Deleon Springs.
Enterprise	2/15/2017	0.88	0/0	$0	Scattered thunderstorms developed ahead of a strong cold front, bringing small hail to Enterprise in Volusia County.
Harbor Point New Smyrna Beach Enterprise	6/1/2017	1.00 – 1.25	0/0	$0	A sea breeze collision produced a severe thunderstorm over east central Volusia County during the late afternoon. Several reports of quarter to half dollar sized hail

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					were received from Port Orange to New Smyrna Beach.
Enterprise	7/20/2017	1.00	0/0	$0	A collision of the east and west coast sea breeze over the interior of Central Florida produced two severe thunderstorms that resulted in quarter-sized hail in Orange and Volusia Counties. A funnel cloud was also reported in Osceola County.
Ormond Beach DeLeon Springs Daytona Beach Holly Hill	3/20/2018	1.00 – 2.00	0/0	$0	A deepening mid-level trough and associated strong cold front moved across north/central Florida. Conditions ahead and along the cold front were favorable for severe thunderstorms as 80-90 knot jet maxima produced sufficient upper level divergence. These conditions produced an enhanced risk of severe weather, sparking several rounds of severe thunderstorms, which affected Volusia, Seminole, Orange, Brevard and Okeechobee Counties.
New Smyrna Beach	4/9/2019	0.88	0/0	$0	An area of low pressure and a weak cold front moved across central Florida sparking numerous showers and thunderstorms across the area. Deep moisture was in place across the area, and instability had increased through the day due to daytime heating. The instability, combined with lift associated with the approaching cold front and cold temperatures in the middle part of the atmosphere, allowed a few thunderstorms to become severe. In Volusia County, a strong storm produced nickel sized hail. In Seminole County, damaging winds caused numerous trees to be uprooted. In Brevard County, a

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					severe thunderstorm produced a strong wind gust at the Cape.
Deltona	5/4/2019	0.75 – 1.00	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary ingredients for strong to severe thunderstorms to develop. These storms developed along the sea breezes and outflow boundaries that were produced. One thunderstorm became severe in southwestern Volusia County where it produced hail and damaging winds.
Glencoe Hucomer	5/31/2019	0.88 – 1.00	0/0	$0	The Atlantic high-pressure ridge located south of Florida resulted in southwest winds across central Florida. This pushed deep moisture over the area, and when combined with daytime heating and cold temperatures in the middle atmosphere provided conditions for showers and thunderstorms to develop. One thunderstorm in eastern Volusia County interacted with the sea breeze front. This storm quickly became severe as it moved very slowly southward over New Smyrna Beach and Edgewater, and several reports of hail were received in these areas.
Cassadaga	5/21/2020	1.00	0/0	$0	The public reported quarter sized hail near the intersection of

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Courtland Boulevard and Lockwood Boulevard in Deltona.
Orange City Deltona	8/9/2020	1.00-1.75	0/0	$0	Afternoon thunderstorms that developed along the sea breeze collision became severe, producing large hail in Volusia County, and damaging winds in Volusia and Orange Counties.
Blake	8/18/2020	1.00	0/0	$0	Numerous thunderstorms developed along the outflow boundary and sea breeze collisions. These storms produced two tornadoes in western Volusia County, including a rare August EF-2. In addition, other thunderstorms produced strong winds and hail along the Volusia and Brevard County coasts.
West Holly Hill Daytona Beach Daytona Beach Shores South Daytona Ponce Inlet Blake	3/6/2021	0.75-1.50	0/0	$0	Daytona International Speedway Emergency Management reported half dollar sized hail west of Interstate 95 near LPGA Boulevard. They also reported small hail had accumulated on the ground and was 4 to 5 inches deep in some spots.
Ormond by the Sea	4/18/2021	1.00	0/0	$0	An isolated severe thunderstorm developed over Flagler County near a stationary front. The storm moved quickly southeast along the Flagler-Volusia County line and produced large hail just south of the county line, in Ormond Beach.
New Smyrna Beach Coronado Beach	3/16/2022	1.75	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida, with several becoming severe. These severe storms produced large hail in Brevard, Seminole, and Volusia County, with wind damage to trees also occurring in Volusia County.

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Orange City DeLand	5/21/2022	1.00-1.25	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida as the east coast sea breeze moved inland from the coast and eventually collided with the west coast sea breeze. Many storms became severe and produced quarter to half dollar sized hail over parts of Seminole, Volusia, and Lake Counties.
Cassadaga	6/6/2022	1.00	0/0	$0	Numerous severe thunderstorms developed across east-central Florida along the east coast sea breeze, and along the main sea breeze collision. Many storms became severe over Seminole and Volusia Counties where hail and wind damage occurred. Then, as storms moved offshore, they produced severe wind gusts along the coast in Brevard, Indian River, and Martin Counties. One storm produced an EF-0 tornado in Saint Lucie County west of Fort Pierce.
Lake Helen	5/18/2023	1.00	0/0	$0	Strong storms produced severe hail near Lake Helen in Volusia County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

According to the National Climatic Data Center, there have been recorded lightning events in Volusia County as listed in **Section 5: Table 9**. However, these are only the lightning events that have been reported to NCDC. According to emergency managers from various Volusia County jurisdictions thousands of lightning strikes occur each day during the summer afternoon thunderstorms. For example, in 1997 the Port Orange Police Department was struck by lightning twice in a two-week period, each time knocking out the 911 consoles. In addition, during September 2007, there was a lightning event that occurred in Port Orange causing damages totaling $310,000 to a property which had an appraisal value of $350,000 and another which occurred in August 2009, in DeBary causing damages of $500,000 to a church which had burned to the ground. Volusia has the second greatest number of lightning strikes in Florida, behind the Tampa Bay area. The corridor between I-75 and I-95 in the North Central Florida area experiences a high number of lightning strikes.

Section 5: Table 9: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Holly Hill	7/23/1994	0/1	$0	A 17-year-old male riding a bike was hospitalized with burns to his chest after lightning struck the boy.
New Smyrna Beach	9/18/1994	1/1	$0	A fast-moving thunderstorm, which had produced rain for only a few minutes, produced the flash which struck the victims directly. One death and one injury resulted.
New Smyrna Beach	6/24/1995	0/1	$0	A lifeguard on top of a high observation tower was struck and injured by lightning.
Ormond Beach	6/28/1995	0/1	$0	A woman was injured by lightning while talking on a telephone in her home.
Daytona Beach	9/23/1995	1/1	$0	Two men were struck by a lone lightning bolt. Both men were hospitalized in critical condition. One of the two died three days later.
DeBary	6/15/1996	0/0	$285,935	Fires started by lightning destroying two condominiums.
New Smyrna Beach	6/19/1996	0/0	$100,077	Fire started by lightning severely damaged a house.
Edgewater	8/20/1997	0/1	$0	Lightning knocked a plumber unconscious while he was under a mobile home.
New Smyrna Beach	8/3/1999	0/0	$4,032	A Volusia County Sheriff's Office horse was killed by lightning while standing under a tree.
Daytona Beach	7/4/2002	0/0	$24,597	Lightning started a fire that damaged an apartment building in Daytona Beach.
Daytona Beach	7/4/2002	0/8	$0	Eight spectators were struck and injured by lightning at Daytona Beach International Speedway. Two of the victims were hospitalized. Six were treated and released at the scene.

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Port Orange	8/3/2002	1/0	$0	A 62-year-old man was killed by lightning outside his home.
Edgewater	8/20/2002	0/0	$18,448	Lightning started a fire that damaged a carpet store in Edgewater.
Oak Hill	7/21/2003	0/0	$35,822	Fire started by lightning destroyed a mobile home.
Deltona	8/25/2003	0/0	$298,513	Fire from a lightning strike destroyed a church in Deltona.
Port Orange	9/14/2003	0/0	$298,513	Lightning struck a warehouse in Port Orange.
Daytona Beach	6/3/2004	0/2	$0	Two spectators suffered minor injuries from a lightning strike at Daytona Beach International Speedway.
Pierson	7/7/2004	0/2	$0	Two convenience store workers were briefly hospitalized after being injured by a lightning strike while working in the store kitchen.
Edgewater	5/24/2005	0/1	$0	A 27-year-old man was seriously injured by lightning while in a wooded area near Edgewater.
DeLand	7/29/2005	0/0	$0	Lightning strikes down trees and power lines in DeLand.
DeBary	5/26/2006	0/1	$0	A woman carrying a child outside was struck by lightning. The child was uninjured. The woman was transported to a hospital in critical condition.
Deltona	6/25/2007	0/0	$26,523	Lightning heavily damaged a home in Deltona.
Ponce Park	9/12/2007	0/2	$0	A small boat was struck by lightning in the Halifax River, resulting in minor injuries for two people.
DeBary	7/16/2008	0/0	$4,120	Lightning ignited a barn fire near DeBary.
DeBary	7/16/2008	0/0	$500,000	A lightning strike from an intense thunderstorm started a fire with burned a church to the ground.
Holly Hill	7/24/2009	0/1	$0	Sea breeze boundaries collided over coastal Volusia County, resulting in the rapid development of a severe storm near Ormond Beach. This cell then back-built south-southwest along a boundary during the late afternoon, producing a complex of strong to severe cells farther inland. A waterspout developed within the initial severe cell offshore of Ormond Beach and moved onto the beach as a tornado, reaching the adjacent backyard of several homes just beyond the beach. This vortex meandered

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
				south along the beach and near-shore Atlantic waters for about ten minutes. Early in the evening, another tornado (EF-0) developed inland over Port Orange and damaged 150 mobile homes before lifting.
Daytona Beach and South Peninsula	8/05/2009	0/1	$0	Strong thunderstorms produced frequent cloud to ground lightning strikes across Volusia County. Two individuals were injured by lightning strikes in separate incidents about 30 minutes apart within Daytona Beach and South Peninsula.
DeBary	8/20/2009	0/0	$4,000	Sea breeze thunderstorms produced lightning across central Florida. Lightning ignited a barn fire near DeBary.
Blake	6/9/2015	0/1	$0	Lightning associated with thunderstorms developing along the east coast sea breeze injured a boy fishing in the water at Daytona Beach Shores.
Harbor Point	6/26/2015	1/0	$0	Thunderstorms developed over northern Volusia County along the east coast sea breeze. Lightning struck and killed a 25-year-old male in Port Orange as he worked outdoors.
Blake	6/24/2016	1/2	$0	Lightning from a thunderstorm located about 4 miles to the north struck a woman walking at waters edge on Daytona Beach Shores, resulting in a fatality.
Ponce Park	8/14/2016	0/1	$0	A severe thunderstorm produced wind damage to trees and structures in Lake County during the middle of the afternoon. About an hour later, another storm produced lightning which injured a man on a Volusia County beach.
Ellison Acres	1/7/2017	0/1	$0	A line of strong thunderstorms moved quickly east across Volusia County early in the morning, crossing Ponce Inlet prior to sunrise. A fisherman on the north jetty was injured when lightning struck his fishing pole.
Ormond by the Sea	7/22/2017	0/1	$0	Lightning struck close to a woman standing in shallow water in Ormond by the Sea, resulting in injuries.
Maytown	8/5/2017	0/0	$200,000	An afternoon thunderstorm produced a lightning strike that hit a house in Oak Hill. The house caught fire and suffered extensive damage. No injuries or fatalities were reported.

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Ellison Acres	6/14/2018	0/3	$0	Numerous showers and thunderstorms developed along the collision of the east and west coast sea breeze in eastern Orange and eastern Seminole County. One storm became strong and produced penny-sized hail just east of Geneva. Then, as these storms pushed east towards the coast, one storm produced a lightning strike that injured three people that were near the edge of the boardwalk in New Smyrna Beach.
Harbor Point	6/21/2018	0/0	$275,000	This storm produced a severe wind gust in Melbourne Beach. In Port Orange, a home was destroyed after being struck by lightning and catching fire.
DeLand	8/28/2018	0/1	$0	A woman standing in a parking lot in DeLand was struck and seriously injured by a lightning strike.
Ormond Beach	6/9/2019	1/0	$0	A motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.
Mission City	7/19/2022	1/1	$0	Lightning struck and injured two people at two different locations in New Smyrna Beach. A 27-year-old man was seriously injured and transported to a local hospital, where he later died from his injuries. A 66-year-old man suffered minor injuries after lightning struck nearby.
Deltona	5/22/2023	1/0	$0	Lightning struck and killed a 24-year-old man while he was working on a roof in Volusia County, causing him to fall off of the roof.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Section 5: Table 10 shows historic thunderstorm events, including thunderstorm winds and high winds, which resulted in property damage in Volusia County. (Other windstorms, such as tornadoes and hurricanes, are addressed separately.)

Section 5: Table 10: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Pierson	3/27/2000	Thunderstorm Winds	0/0	$19,572	Severe thunderstorm winds blew down trees on a house near Pierson.
Deltona	7/26/2000	Thunderstorm Winds	0/1	$15,657	Thunderstorm winds blew down power lines and trees in the Deltona Area. One woman was injured when a tree fell on her car as she was driving in Deltona.
Orange City	9/03/2000	Thunderstorm Winds	0/0	$39,143	Thunderstorm winds blew down numerous trees and power lines in Orange City. Falling trees damaged six residences.
Emporia	9/04/2000	Thunderstorm Winds	0/0	$13,048	Thunderstorm winds blew down a large shed cover at a fern nursery.
Daytona Beach	3/13/2001	Thunderstorm Winds	0/1	$38,003	Strong microburst winds hit the barrier island in Daytona Beach destroying a large tent and a beach tollbooth. One person was injured.
Daytona Beach	6/16/2001	Thunderstorm Winds	0/0	$19,002	Thunderstorm winds blew a 50-foot section off the roof of a restaurant in Daytona Beach.
New Smyrna Beach	8/21/2001	Thunderstorm Winds	0/0	$20,268	Thunderstorm winds swept across the New Smyrna Beach Airport overturning a small plane and damaging six others.
DeBary	8/05/2002	Thunderstorm Winds	0/0	$12,299	Thunderstorm winds blew down trees on a mobile home in Debary.
Deltona	3/07/2003	Thunderstorm Winds	0/0	$1,194	Thunderstorm winds blew down numerous trees and power lines in Deltona.
Deltona	3/19/2003	Thunderstorm Winds	0/0	$119,405	Strong thunderstorm winds swept across the Deltona area blowing down dozens of trees that damaged houses and vehicles.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Holly Hill	7/12/2003	Thunderstorm Winds	0/0	$21,493	Thunderstorm winds destroyed a large gas station roof awning in Holly Hill.
Osteen	4/08/2004	Thunderstorm Winds	0/0	$255,040	Thunderstorm winds produced widespread damage to a mobile home community southwest of Osteen. Many of the homes had damage to attached sunrooms, awnings and sheds. About 15 trees were blown down. The event was accompanied by a large amount of small hail.
Port Orange	6/16/2005	Thunderstorm Winds	0/0	$45,020	Thunderstorm winds overturned a mobile home and damaged two others east of Port Orange.
Daytona Beach	6/17/2005	Thunderstorm Winds	0/0	$11,255	Thunderstorm winds blew down a large tree which damaged a truck.
Deltona	5/28/2006	Thunderstorm Winds	0/0	$27,318	Thunderstorm winds downed power lines and power transformers in Deltona. downed trees
Daytona Beach International Airport	7/15/2007	Thunderstorm Winds	0/0	$21,218	Thunderstorm winds peeled back part of a roof on an apartment complex on the barrier island. A band of thunderstorms moved from central Florida to the coast and Lake Okeechobee producing hail, strong winds and funnel clouds.
DeLand	4/03/2008	Thunderstorm Winds	0/0	$1,030	Thunderstorm winds blew down large tree branches that took out power lines in DeLand. Afternoon pulse thunderstorms produced wind damage in DeLand.
Edgewater	4/05/2008	Thunderstorm Winds	0/0	$8,240	Thunderstorm winds blew down trees and power lines in Edgewater. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
New Smyrna Beach	4/05/2008	Thunderstorm Winds	0/0	$12,360	Thunderstorm winds blew down trees and power lines in New Smyrna Beach. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
Ormond Beach	6/19/2008	Thunderstorm Winds	0/0	$2,060	Ormond Beach dispatch reported trees down on power lines at Nova

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Road. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal sections of Central Florida.
Fatio	6/21/2008	Thunderstorm Winds	0/0	$5,150	Law enforcement reported three trees down across County Road 42. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
Beresford	6/21/2008	Thunderstorm Winds	0/0	$1,030	Law enforcement reported a large tree down across State Road 44. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
DeBary, Holly Hill, Osteen, and Daytona Beach	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Orange City	4/14/2009	Thunderstorm Winds	0/0	$0	A squall line well ahead of a cold front produced numerous thunderstorms with damaging straight-line winds, large hail and a brief, weak tornado. Several Line Echo Wave Pattern (LEWP) features were apparent on radar with rotating comma head signatures.
Harbor Point	6/18/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms impacted central Florida ahead of a stalled frontal boundary far to the north. Local sea breeze interactions combined with a large-scale outflow boundary propagating to the region prompted the storm development. Many storms produced small hail and wind gusts 45-55 mph, with two storms strengthening to severe levels and resulting in damaging wind gusts.
DeLand	6/13/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLand	3/31/2009	Thunderstorm Winds	0/0	$0	A northward-lifting warm front combined with active sea breeze

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Lake Harney	8/3/2009	Thunderstorm Winds	0/0	$0	Thunderstorms along the east coast sea breeze boundary progressed inland and intensified to produce minor wind damage and a funnel cloud.
DeLand	1/21/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms moved across the county, well ahead of a cold front during the late afternoon and evening. One of the storms became severe and produced localized wind damage. A funnel cloud was also observed by the Daytona Beach Airport (KDAB) weather observer.
Ormond Beach	6/3/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms lifted northeast across east-central Florida from mid-afternoon through early evening. Two of the storms became severe and produced damaging winds which downed several trees and large limbs within Orange and Volusia Counties.
DeLand	8/22/2010	Thunderstorm Winds	0/0	$0	Saturated grounds from previous rains, along with recent heavy rain and 30 mph wind gusts from a thunderstorm passing 30 minutes earlier, caused a large pine tree to topple as a vehicle was traveling beneath, resulting in a fatality.
Ormond Beach	4/5/2011	Thunderstorm Winds	0/0	$0	A pre-frontal squall line crossed central Florida during the morning and early afternoon. A few of the storms became strong to severe and produced high winds and a funnel cloud, primarily across Volusia and Brevard Counties.
Volusia County	6/17/2011	Thunderstorm Winds	0/0	$0	Numerous strong to severe storms formed along the east coast sea breeze across the central Florida interior and Volusia County, producing dime to quarter sized hail and winds of 50 to 60 mph.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
Deltona	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeLand	8/13/2011	Thunderstorm Winds	0/0	$5,000	An isolated severe thunderstorm developed along a boundary collision in central Volusia County and produced wind damage.
Glencoe	5/17/2012	Thunderstorm Winds	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Oak Hill	8/8/2012	Thunderstorm Winds	0/0	$0	A line of storms developed along the west coast sea breeze and intensified as it interacted with the

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					east coast sea breeze. One of the storms in this line became severe near Haulover Canal.
Volusia County	6/30/2013	Thunderstorm Winds	0/0	$0	Deep southwesterly flow led to the development of several strong to severe thunderstorms, which moved from the Orlando area to the coast of Volusia and Brevard Counties. Peak winds gusts reached 66 mph in Orlando. Thunderstorm winds also peeled back part of a roof from a home in Port Orange.
Volusia County	9/11/2013	Thunderstorm Winds	0/0	$10,000	An isolated heavy shower moved onshore from the Atlantic late at night and produced wind damage to the upper story of an apartment complex.
Deltona	12/15/2013	Thunderstorm Winds	0/0	$1,000	A broken line of showers and thunderstorms moved rapidly southeast across Volusia County. Two cells along the line caused minor wind damage to trees, but no structural damage. Part of a tree fell onto powerlines and a vehicle in Deltona, and tree limbs temporarily blocked a road in Osteen.
Coronado Beach	02/12/2014	Thunderstorm Winds	0/0	$0	A squall line developed out ahead of a cold front over the eastern Gulf of Mexico. Thunderstorms within the squall line produced damaging winds and large hail (although hail was not reported in Volusia County)
Daytona Beach	04/01/2014	Thunderstorm Winds	0/0	$0	A broken line of showers moved northeast across Volusia and Brevard Counties. A severe thunderstorm developed near the northern edge of the line and caused localized wind damage near Daytona Beach International Airport and Embry-Riddle Aeronautical University Campus.
Cassadaga Lake Helen	6/10/2014	Thunderstorm Winds	0/0	$5,000	Thunderstorms developed over the interior and produced locally damaging winds along with quarter sized hail.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Daytona Beach International Airport	6/24/2014	Thunderstorm Winds	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County and produced severe wind gusts and hail up to nickel size at Daytona Beach Airport.
DeLeon Springs	7/14/2014	Thunderstorm Winds	0/0	$0	Strong thunderstorms moved into western Volusia County and interacted with the east coast sea breeze.
Coronado Beach	7/25/2014	Thunderstorm Winds	0/0	$245,000	An EF-1 tornado touched down within a rural airpark and affected adjacent neighborhoods. Several buildings and small planes were damaged at the airpark, and many trees were damaged or uprooted within the adjacent neighborhood as the tornado tracked northeast. The thunderstorm which produced the tornado was also responsible for wind damage to a fence and the roof of an apartment building on the barrier island in New Smyrna Beach.
Orange City	6/1/2015	Thunderstorm Winds	0/0	$0	Several strong to severe thunderstorms developed along the east coast sea breeze as it pushed inland to the Interstate 4 corridor during the afternoon and interacted with other outflow boundaries. Large hail, up to golf ball sized was reported across DeBary, Sanford, Lake Mary, Altamonte Springs and Oakland. Strong winds also felled numerous trees and large tree branches leading to damage to homes and cars in DeBary, Astatula, and Lake Mary.
Lake Helen	3/24/2016	Thunderstorm Winds	0/0	$2,000	An upper-level weather disturbance, together with a very unstable airmass and mesoscale boundaries resulted in numerous strong thunderstorms across the central Florida peninsula. Two of the storms produced large hail, from quarter to golf ball size.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Edgewater	9/13/2016	Thunderstorm Winds	0/0	$5,000	A tropical disturbance, with a well-defined surface circulation, moved onshore near Vero Beach during the early morning hours, then lifted northward along the coast to Volusia County (and beyond) through the evening. By late evening, the system was upgraded to Tropical Storm Julia, as it approached Jacksonville. A rain band associated with the system spawned an EF-0 tornado in southern Brevard County during the early afternoon, resulting in damage to a few residences. Other passing rain bands produced strong wind gusts along the coast of Brevard and Volusia Counties, one of which resulted in damage to a home in Edgewater. A funnel cloud was also sighted in Lake County.
Hucomer	9/29/2016	Thunderstorm Winds	0/0	$0	A thunderstorm became severe over southeast Volusia County and produced damage to several trees and powerlines in the town of Edgewater.
New Smyrna Beach Fatio	1/22/2017	Thunderstorm Winds	0/0	$0	An unusually strong jet stream aided development of an intense squall line which moved rapidly across east central Florida during the evening of January 22. Several thunderstorms developed ahead of the main squall line and became severe, as well as other storms within the squall line itself. Reports of quarter sized hail, wind gusts over 60 mph and funnel clouds were received. A localized area of tree damage also occurred.
DeLand Municipal Airport Holly Hill	11/23/2017	Thunderstorm Winds	0/0	$50,000	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in DeLand, then over 30 minutes later, the storm damaged mobile homes in

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Daytona Beach. Rain totals reached five to seven inches in a short period of time from Ormond-by-the-Sea to Holly Hill. High levels of standing water and some impassible roadways occurred.
DeLand Municipal Airport Allandale	4/15/2018	Thunderstorm Winds	0/0	$0	The Storm Prediction Center had designated a slight change of severe weather for all of east central Florida. A high amplitude shortwave over the Mississippi River Valley quickly moved south across the Florida peninsula during the afternoon and evening hours. A cold front associated with the intensifying trough was also observed crossing the Florida peninsula. Ahead of the cold front moderate thermodynamic instability with 700mb temperatures between -7 to -8 degrees Celsius, and 500mb between -9 to -10 degrees Celsius, resulting in lapse rates of 6-6.5 C/km. 90 knot winds atop a hot streak over the north central Gulf of Mexico created resulting flow from the southwest. Numerous showers and thunderstorms developed along the cold front, eventually forming a line that crossed across all of east central Florida.
Ormond Beach	7/22/2018	Thunderstorm Winds	1/1	$0	One person was killed, and another injured in Ormond Beach when winds from a non-severe thunderstorm knocked over a large, mostly dead tree onto them.
Deltona	5/4/2019	Thunderstorm Winds	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					ingredients for strong to severe thunderstorms to develop.
DeLand	6/9/2019	Thunderstorm Winds	0/0	$0	Rich moist air was moving across the Florida peninsula as the area was sandwiched between the Atlantic high pressure to the south and a low-pressure system over the eastern half of the U.S. This combination of weather systems provided substantial energy in the atmosphere, that when combined with daytime heating and southwest winds at the surface led to the development of numerous strong thunderstorms across east central Florida. As these storms pushed across the peninsula they produced and interacted with many outflow boundaries and the east coast sea breeze. Several storms became severe as they moved over Seminole and Volusia Counties, where wind damage was reported. Also, a motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.
Daytona Beach	09/18/2019	Thunderstorm Wind	0/0	$0	A strong storm came onshore in Volusia County and quickly became severe over Daytona Beach. Observations of 50 knot or greater winds occurred at three separate, but close by locations.
Fatio	04/20/2020	Thunderstorm Wind	0/0	$0	As a broken line of severe thunderstorms moved through Seminole County, one storm produced a brief waterspout/tornado on and near Lake Jesup. A second thunderstorm produced damaging winds in Volusia County, while a third thunderstorm produced damaging winds and hail in Martin County.
Cassadaga	05/28/2020	Thunderstorm Wind	0/0	$0	Scattered strong to severe storms moved across Lake and Volusia counties producing minor wind damage and small hail.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Daytona Beach	06/06/2020	Thunderstorm Wind	0/0	$5,000	A National Weather Service damage survey confirmed straight-line winds estimated at 55-65 mph impacted the Daytona Flea and Farmers Market in Daytona Beach. Damage consisted of the removal of a large portion of a corrugated roof, with metal roofing peeled back on several adjacent buildings. Roof debris was blown downwind 100 yards onto adjacent portions of Interstate 95, causing the roadway to be closed for several hours. No other damage was noted in the area and there were no injuries or fatalities.
DeBary	08/09/2020	Thunderstorm Wind	0/0	$0	Afternoon thunderstorms that developed along the sea breeze collision became severe, producing large hail in Volusia County, and damaging winds in Volusia and Orange Counties.
Coronado Beach	08/18/2020	Thunderstorm Wind	0/0	$0	Numerous thunderstorms developed along the outflow boundary and sea breeze collisions. These storms produced two tornadoes in western Volusia County, including a rare August EF-2. In addition, other thunderstorms produced strong winds and hail along the Volusia and Brevard County coasts.
DeLand	08/20/2020	Thunderstorm Wind	0/0	$0	A thunderstorm became severe as it moved north through DeLand where it caused damage to planes and hangers at the airport, as well as nearby homes.
Samsula	10/28/2021	Thunderstorm Wind	0/0	$1,000	Numerous thunderstorms were moving across Volusia County, where one storm became strong and produced localized wind damage in New Smyrna Beach.
DeLand	03/01/2022	Thunderstorm Wind	0/0	$10,000	A strong thunderstorm that moved through DeLand in Volusia County produced minor wind damage that resulted in old trees falling into several power lines.

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Samsula	03/16/2022	Thunderstorm Wind	0/0	$0	Numerous afternoon thunderstorms developed across east-central Florida, with several becoming severe. These severe storms produced large hail in Brevard, Seminole, and Volusia County, with wind damage to trees also occurring in Volusia County.
Edgewater	07/19/2022	Thunderstorm Wind	0/0	$3,000	Strong thunderstorms that developed along the sea breeze collision moved east and offshore of Volusia County. One storm became severe where it produced wind damage in Edgewater.
Orange City	08/17/2022	Thunderstorm Wind	0/0	$4,000	A thunderstorm became severe in western Volusia County where it produced tree and powerline damage in Orange City.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Probability of Future Occurrences

Severe weather events will continue to have high occurrences in the future. Based on the frequency of hail events in the past, the probability of future hail occurrences in Volusia County is high. Over the past 45 years, Volusia County has been impacted by two or more hail events per year. It can be expected that future hail events will continue to cause minor to severe damage to property and vehicles throughout Volusia County.

The probability of occurrence for future lightning events in Volusia County is high. According to NOAA, Volusia County is in an area of the country that experiences 8-16 lightning flashes per square kilometer per year (approximately 20,224 to 40,448 flashes countywide per year). Given this regular frequency of occurrence, it can be expected that future lightning events will continue to threaten life and property throughout Volusia County.

Thunderstorms are frequent in Volusia County. During the summer, Volusia County experiences thunderstorms nearly every afternoon. They will undoubtedly continue to occur, thereby threatening the lives, safety, and property in Volusia County. Therefore, the probability of future occurrences is high.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from thunderstorms and that future mitigation and adaptation strategies related to this hazard should be considered.

5.11 TORNADO

Background

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, also accompanied by lightning or large hail. According to the National Weather Service, tornado wind speeds normally range from 40 to more than 300 miles per hour and are a few yards wide. The most violent tornadoes have rotating winds of 250 miles per hour or more and can cause extreme destruction, carving a path over a mile wide and several miles long and turning normally harmless objects into deadly missiles.

Over 800 tornadoes are reported nationwide annually, resulting in an average of 80 deaths and 1,500 injuries (NOAA, 2007). They are more likely to occur during the months of March through May and can occur at any time of day but are likely to form in the late afternoon and early evening. Further, the tornadoes associated with tropical cyclones are most frequent in September and October when the incidence of tropical storm systems is greatest. The destruction caused by tornadoes ranges from light to inconceivable depending on the intensity, size and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction, including residential dwellings (particularly mobile homes). The magnitude of tornadic activity is reported using the Enhanced Fujita Scale. However, tornado magnitudes prior to 2005 were classified using the traditional version of the Fujita Scale.

Section 5: Table 11: Enhanced Fujita Scale for Tornadoes (Effective 2005 and after)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	65–85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	86–110	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	111–135	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	136–165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	166–200	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	INCREDIBLE	Over 200	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.

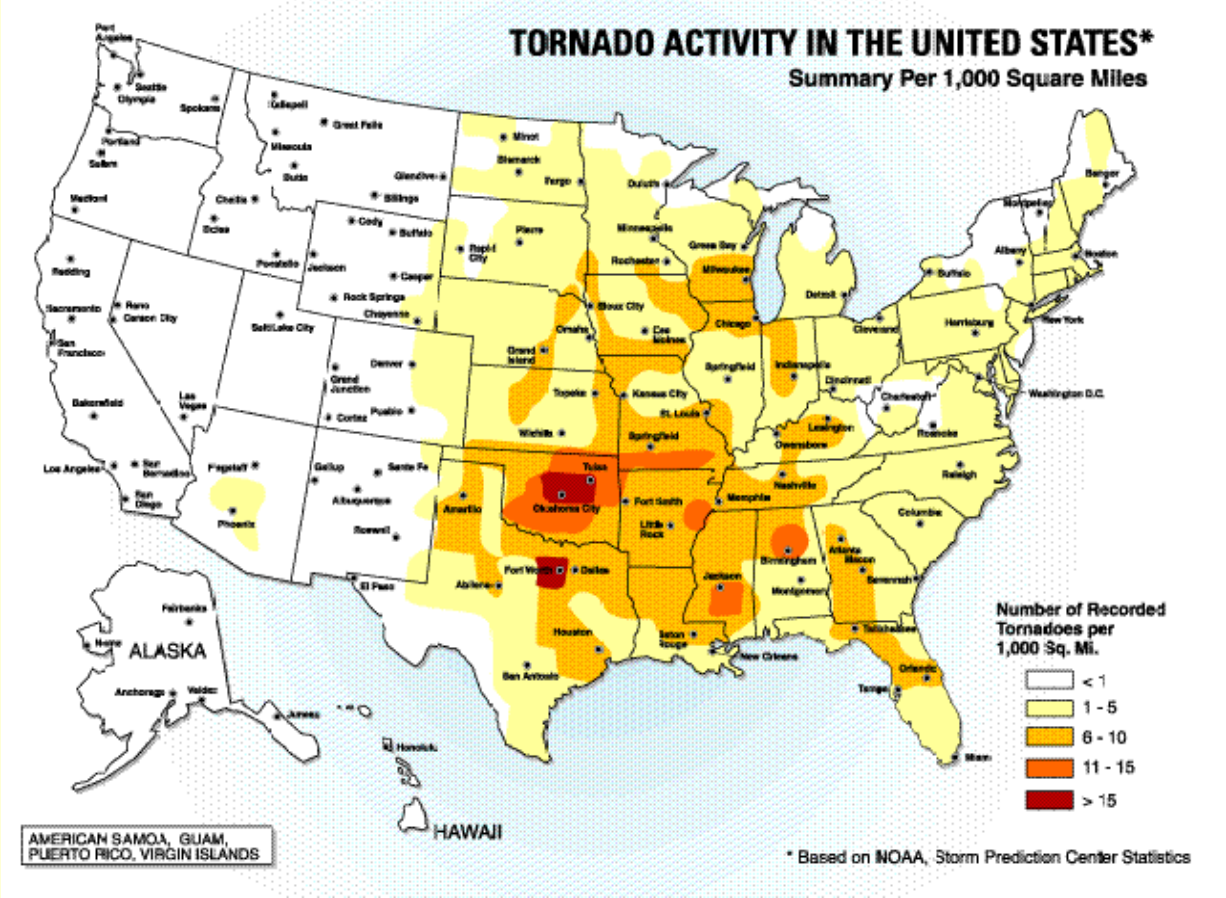
Section 5: Table 12: The Fujita Scale (Effective Prior to 2005)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	40–72	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	73–112	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	113–157	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	158–207	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	208–260	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown, and large missiles generated.
F5	INCREDIBLE	261–318	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.
F6	INCONCEIVABLE	319–379	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies.

Source: National Weather Service

According to the NOAA Storm Prediction Center (SPC), the highest concentration of tornadoes in the United States has been in Oklahoma, Texas, Kansas and Florida. Although the Great Plains region of the Central United States does favor the development of the largest and most dangerous tornadoes (earning the designation of "tornado alley"), Florida experiences the greatest number of tornadoes per square mile of all U.S. states (SPC, 2002). **Section 5: Figure 15** shows tornado activity in the United States based on the number of recorded tornadoes per 1,000 square miles.

Section 5: Figure 15: U.S. Tornado Activity



Source: Federal Emergency Management Agency

Location and Spatial Extent

Based on historic data, tornadoes occur throughout the state of Florida at a rate of 1-10 confirmed touchdowns per 1,000 square miles. Florida tornadoes typically impact a relatively small area; however, events are completely random, and it is not possible to predict specific areas that are more susceptible to a tornado strike over time. Therefore, it is assumed that all of Volusia County and its jurisdictions are uniformly exposed to this hazard. **Section 5 Figure 16** displays were where the hazard has been identified.

April, May, and June are considered the peak months for Florida tornadoes. A review of historical data shows that tornadoes within Volusia County are typically in the F0, F1 and, more rarely, the F2 range. F3 and F4 tornadoes are very rare, with three occurring since 1950. The county has never experienced a F5 tornado on record.

Historical Occurrences

According to the National Climatic Data Center, these events occurred in the Volusia County study area as listed in **Section 5: Table 13**.

Section 5: Table 13: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	5/8/1950	F1	0/0	$27,851	Not Available
Volusia County	7/12/1959	unknown	0/0	$0	Not Available
Volusia County	10/12/1959	unknown	0/0	$0	Not Available
Volusia County	7/14/1960	unknown	0/0	$0	Not Available
Volusia County	7/19/1960	unknown	0/0	$0	Not Available
Volusia County	8/29/1961	F2	0/0	$188,115	Not Available
Volusia County	7/7/1963	F1	0/0	$21,995	Not Available
Volusia County	8/9/1963	unknown	0/0	$0	Not Available
Volusia County	1/12/1964	F0	0/0	$21,772	Not Available
Volusia County	8/28/1964	unknown	0/0	$0	Not Available
Volusia County	8/30/1968	F2	0/0	$160,999	Not Available
Volusia County	7/22/1969	unknown	0/0	$18,329	Not Available
Volusia County	10/2/1969	unknown	0/0	$0	Not Available
Volusia County	7/17/1970	F0	0/0	$0	Not Available
Volusia County	8/27/1971	F2	0/1	$16,624	Not Available
Volusia County	5/20/1972	F2	0/0	$134,368	Not Available
Volusia County	6/19/1972	F1	0/0	$134,368	Not Available
Volusia County	8/22/1972	F2	0/0	$134,368	Not Available
Volusia County	4/11/1975	F0	0/0	$12,504	Not Available
Volusia County	4/14/1975	F0	0/0	$0	Not Available
Volusia County	5/15/1975	F0	0/0	$104,204	Not Available

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	8/9/1975	F0	0/0	$12,504	Not Available
Volusia County	5/22/1976	F0	0/0	$987,344	Not Available
Volusia County	5/23/1976	F0	0/0	$0	Not Available
Volusia County	7/3/1976	F0	0/0	$11,848	Not Available
Volusia County	4/18/1978	F1	0/0	$861,249	Not Available
Volusia County	6/9/1978	F0	0/0	$10,335	Not Available
Volusia County	7/27/1978	F0	0/0	$0	Not Available
Volusia County	8/13/1978	F1	0/1	$86,125	Not Available
Volusia County	9/4/1978	F0	0/0	$10,335	Not Available
Volusia County	9/22/1978	F0	0/0	$0	Not Available
Volusia County	9/27/1978	F0	0/0	$0	Not Available
Volusia County	1/24/1979	unknown	0/0	$77,363	Not Available
Volusia County	5/5/1979	F1	0/0	$773,633	Not Available
Volusia County	5/8/1979	F1	0/6	$7,736,328	Not Available
Volusia County	9/3/1979	F2	0/0	$1,624,629	Not Available
Volusia County	9/29/1979	F0	0/0	$0	Not Available
Volusia County	3/7/1982	F1	0/0	$25,000	Not Available
Volusia County	6/17/1982	F1	0/0	$253,000	Not Available
Volusia County	4/15/1983	F1	0/0	$6,765	Not Available
Volusia County	4/23/1983	F1	0/0	$56,375	Not Available
Volusia County	11/20/1983	F2	0/0	$5,637,514	Not Available
Volusia County	4/14/1984	F0	0/0	$53,991	Not Available

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Volusia County	6/27/1984	F1	0/0	$5,399,069	Not Available
Volusia County	2/8/1986	F0	0/0	$51,206	Not Available
Volusia County	3/14/1986	F1	0/1	$51,206	Not Available
Volusia County	1/21/1988	F1	0/0	$474,030	Not Available
Volusia County	5/11/1988	F0	0/0	$0	Not Available
Volusia County	11/9/1990	F0	0/3	$5155	Not Available
Edgewater	10/7/1996	F2	0/0	$3,431,216	In Edgewater, a 400-yard-wide F2 tornado touched down near I-95. The smaller F0 tornadoes in Pierson, Deltona, and Daytona Beach Shores caused minor in the affected areas, including blowing out 12 windows in Daytona Beach Shores.
Pierson	10/7/1996	F0	0/0	$0	
Deltona	10/7/1996	F0	0/0	$0	
Daytona Beach Shores	10/7/1996	F0	0/0	$7,148	
New Smyrna Beach	4/23/1997	F0	0/0	$0	The F0 tornado downed trees and damaged dozens of homes, including 20 in New Smyrna Beach alone.
Pierson	4/23/1997	F0	0/0	$83,856	
Port Orange	4/23/1997	F0	0/0	$167,713	
New Smyrna Beach	4/23/1997	F0	0/0	$349,402	
Oak Hill	7/5/1997	F0	0/0	$41,928	The brief touchdown damaged 2 houses and 8 mobile homes.
New Smyrna Beach	11/2/1997	F3	0/32	$19,566,485	A rapidly intensifying tornado initially touched down in New Smyrna Beach about 1 mile west of U.S. Highway 1 between Enterprise and Wayne Avenues. The tornado moved east northeast at about 50 mph damaging several homes and downing trees and power lines. It lifted just west of Highway 1 after passing Chisholm Elementary School. The tornado then struck New

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					Smyrna Beach High School producing Fujita Scale F1 damage. As the tornado intensified to a strong F3 category, it passed through the Venetian Villas subdivision and the Diamond Head Condominiums. A number of large well-built homes were destroyed. Many of the units in the 10 story Diamond Head Condominiums received major damage as high winds blew out exterior glass walls and blew furniture into the adjoining Indian River Lagoon. The tornado then crossed the Intracoastal Waterway and passed over the barrier island between Robinson Road and East Street where a number of large well-built homes were almost completely destroyed. The tornado then moved over the Atlantic Ocean. In all 32 people were injured, six requiring hospitalizations. Thirty-one homes were destroyed and 290 were damaged. Damage estimates were near 14 million dollars.
Emporia	2/16/1998	F0	0/0	$111,808	Sixteen mobile homes were damaged, and one was destroyed.
Daytona Beach	2/22/1998	F2	1/3	$5,504,681	This tornado cell caused extensive damage and two deaths throughout Volusia County. In Daytona Beach one person was killed and three others were injured while in a mobile home. In Osteen, a man staying in a recreational vehicle was killed.
Osteen	2/23/1998	F3	1/0	$1,376,170	
Oak Hill	2/23/1998	F2	0/0	$688,085	
Port Orange	7/28/1998	F0	0/0	$137,617	Thirty-three mobile homes were damaged with this F0 tornado.
New Smyrna Beach	9/17/2000	F0	0/0	$13,048	This tornado caused minor damage including power outages and downed signs and trees.
Daytona Beach	3/13/2001	F1	0/5	$6,333,850	This F1 damaged over 100 houses and dozens of vehicles, many due to fallen trees. Five people were injured.

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
New Smyrna Beach	9/14/2001	F0	0/0	$70,939	This tornado was a result of a rainstorm associated with Tropical Storm Gabriel. Twelve mobile homes were damaged and three were destroyed.
Daytona Beach	8/8/2004	F0	0/0	$0	A waterspout came ashore, blowing branches from trees.
South Daytona	8/13/2004	F1	0/0	$0	This tornado cell was associated with Hurricane Charley. It caused minor damage to homes, commercial buildings, and trees.
Daytona Beach Shores	8/13/2004	F0	0/1	$0	
DeLand	12/25/2006	F2	0/5	$2,731,818	An F2 tornado touched down just west of North Stone Street in DeLand and moved northeast crossing Highway 17. It moved across the Fernwood mobile home community and continued northeast over Meadowlea Estates mobile home community. It lifted just north of Carter Road. Fifty-two residences were destroyed and 162 were damaged. Five people were seriously injured.
Daytona Beach International Airport	12/25/2006	F2	0/6	$54,636,350	The same system that caused fived injuries and damaged 162 homes in DeLand touched down at Daytona Beach International, destroying 40 Embry Riddle University aircraft and the two-story administration building. East of Embry Riddle Aeronautical University, 48 apartments units were destroyed and 200 were damaged.
Beresford	2/2/2007	F3	0/42	$55,166,800	The tornado that killed 13 people in Lake County moved east across the St. Johns River, crossed into Volusia county at Lake Beresford and moved across DeLand as an F3 tornado. It was still moving east northeast at 50 MPH as it damaged 277 and destroyed 106 residences in the DeLand area. There were no fatalities in Volusia County but 42 people were injured.
New Smyrna Beach (Airport)	2/2/2007	F1	0/0	$6,365,400	

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
Lake George	7/7/2007	F0	0/0	$31,827	Tornado-force winds caused damage to a restaurant and apartment complex.
Port Orange and Ormond Beach	7/24/2009	F0	0/1	$ 2,500,000	This tornado was caused by a sea breeze merger, when winds from both coasts meet and cause the rotation. Although it was classified as the mildest of twisters, it caused damage to 163 homes in Port Orange. Of these, seven were totally destroyed, eight had major damage, and twenty-six had moderate damage. The same system produced a waterspout that came ashore in Ormond Beach, destroying a catamaran.
Edgewater	8/7/2010	F0	0/0	$58,000	A waterspout formed within a thunderstorm over the intracoastal river, then moved onshore the adjacent barrier island in New Smyrna Beach and produced minor damage as it crossed to the Atlantic coast.
Edgewater	8/11/2010	F0	0/0	$5,000	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					wooded area, farther inland over southern Volusia County.
Glencoe	8/11/2010	F0	0/0	$0	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a wooded area, farther inland over southern Volusia County.
Volusia County	12/10/2012	F0	0/0	$1,000	Very moist southwest winds developed across east-central Florida well in advance of a cold front and associated upper level disturbance. Strong daytime heating, combined with moderate low-level wind shear, resulted in numerous strong storms, two of which produced tornadoes. The first tornado began as a waterspout over Lake Apopka, then crossed the northeast shore of the lake and remained on the ground for a short distance. Although the waterspout/tornado affected a rural area, several citizens witnessed the event. The second tornado impacted a mobile home park and adjacent wooded area in Edgewater, then became a waterspout as it crossed the intracoastal river, before moving across the barrier island as a tornado. Significant damage occurred at the mobile home park, with only minor damage on the barrier island. Several funnel clouds were also observed.
Volusia County	12/10/2012	F1	0/2	$1.7 Million	
Edgewater	7/25/2014	F0	N/A	N/A	A tornado struck down in Edgewater at Park Avenue and Wildwood Drive near Massey Air Park at 4:30pm, causing damage to several hangars

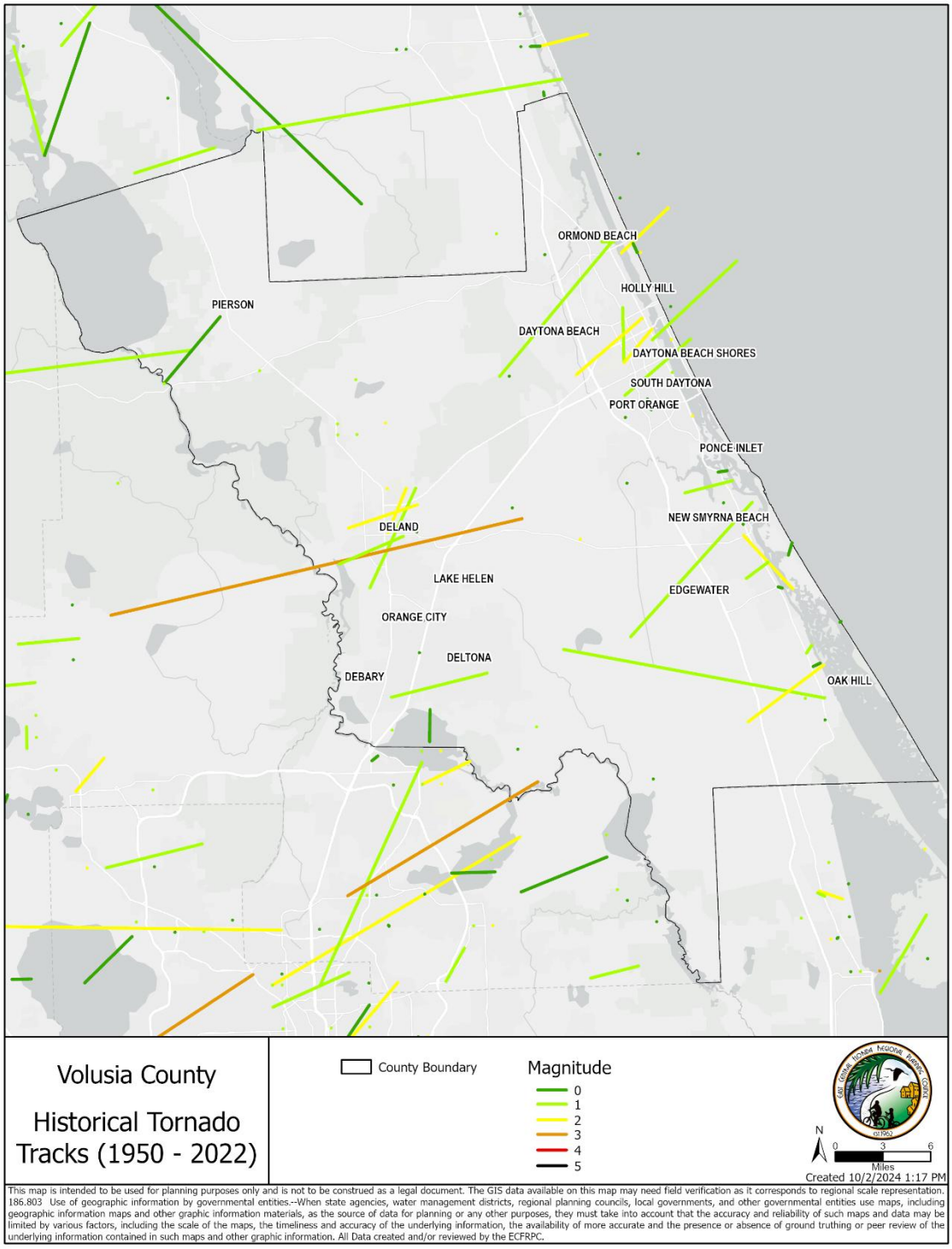
LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					and planes. Winds reached 65 to 85 mph.
Ormond Beach	9/10/2017	F1	0/0	$0	Associated with Hurricane Irma.
Ariel	6/9/2018	F0	0/0	$10,000	After storms developed over Orlando, they pushed east towards the southeastern Volusia County coastline. One storm managed to produce a very weak, short-lived tornado (land spout) in Oak Hill.
Beresford	01/04/2020	EF1	0/0	$25,000	A severe thunderstorm moving across central Florida produced two tornadoes, one in Okahumpka in Lake County, then another in DeLand in Volusia County.
Enterprise	06/06/2020	EF0	0/0	$0	A waterspout that came onshore and developed into a tornado. Based on this report, along with only minor damage to trees near the lakefront, peak winds were estimated between 45 and 55 mph.
DeLand	08/18/2020	EF2	1/0	$8,010,339	The tornado generally tracked east-northeast across the city resulting in many downed medium to large tree branches, downed power lines, and numerous large trees being uprooted, which led to many local and major roadways being blocked. Many homes and vehicles suffered moderate to major damage as large tree branches or entire trees fell on them. There were 163 damaged structures, with 49 sustaining minor damage, 40 sustaining major damage, and 5 that were destroyed.
Orange City	08/18/2020	EF0	0/0	$40,000	The tornado tracked along a 0.1 mile long path, with maximum winds estimated between 65-75 mph. The tornado had a maximum width of approximately 70 yards.
Isleboro	08/02/2021	EF0	0/0	$0	Based on information provided by the Volusia County Sheriffs Office, a short-lived tornado touched down just west of U.S. Highway 1, near the

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE	DESCRIPTION
					intersection of Sleepy Hollow Road, in New Smyrna Beach. Peak winds are estimated around 55-65 mph.
Coronado Beach	07/22/2023	EF0	0/0	$0	Thunderstorms produced a landspout tornado in Volusia County and a severe wind gust in Brevard County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

Section 5: Figure 16: Locations of Historical Tornado Events in Volusia County



Source: National Oceanic and Atmospheric Administration

Probability of Future Occurrences

The probability of a future tornado affecting Volusia County is high. According to historical records, Volusia County experiences, on average, more than one (1.2) confirmed tornado event annually. While many of these events are small in terms of size, intensity and duration, a greater number of stronger storms (i.e., F2 and F3 tornadoes) have been reported in the past decade. Further, even minor tornadoes can cause substantial damage. In conclusion, tornadoes pose a significant threat to lives and property in Volusia County.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from tornadoes and that future mitigation and adaptation strategies related to this hazard should be considered.

5. TROPICAL CYCLONES

Background

Hurricanes and tropical storms are classified as tropical cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counterclockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a "safety-valve," limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with hurricanes and tropical storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth and the absence of wind shear in the lowest 50,000 feet of the atmosphere. Many hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is early to mid-September, and the average number of storms that reach hurricane intensity per year in this basin is about six.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Section 5: Table 14**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense[22].

Section 5: Table 14: Saffir-Simpson Scale

CATEGORY	MAXIMUM SUSTAINED WIND SPEED (MPH)	MINIMUM SURFACE PRESSURE (MILLIBARS)	STORM SURGE (FEET)
Tropical Storm	39–73	n/a	0–2
1	74–95	Greater than 980	3–5
2	96–110	979–965	6–8
3	111–129	964–945	9–12
4	130–156	944–920	13–18
5	157 +	Less than 920	19+

Source: National Hurricane Center

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and storm surge potential, which are combined to estimate potential damage.

[22] Although a tropical storm is not part of the Saffir-Simpson Scale, it is listed here for comparative purposes.

Categories 3, 4, and 5 are classified "major" hurricanes. Hurricanes within this range comprise only 20 percent of total tropical cyclone landfalls, but they account for over 70 percent of the damage in the United States. **Section 5: Table 15** describes the damage that could be expected for a tropical storm and each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge and inland flooding associated with heavy rainfall that usually accompanies these storms.

Section 5: Table 15: Hurricane Damage Classifications

STORM CATEGORY	DAMAGE LEVEL	WIND SPEED	DESCRIPTION OF DAMAGES	PHOTO EXAMPLE
Tropical Storm	MINOR	39-73 mph	Breaks twigs and branches off trees, damages signboards, and windows may break.	
1	MINIMAL	74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	96-110 mph	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	111-129 mph	Some structural damage to small residences and utility buildings, with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	
4	EXTREME	130-156 mph	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	157+ mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes major damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Sources: National Hurricane Center; Federal Emergency Management Agency,
Tropical Storm Photo: FEMA/George Armstrong; Other Photos: PBS&J Photo Library

Location and Spatial Extent

Tropical cyclones threaten the entire Atlantic and Gulf seaboard of the United States. Coastal jurisdictions are directly exposed to the brunt of a land-falling storm due to where the hazards occur, but its impact is often felt hundreds of miles inland. Volusia County is susceptible to all the hazards wrought by hurricanes and tropical storms as shown **Section 5 Figure 17**. All areas throughout the county are susceptible to the accompanying hazard effects including extreme wind, flooding, and tornadoes. In addition, the coastal areas of the county are extremely susceptible to the added effects of rising coastal water (storm surge and others), wave action, coastal erosion and tidal flooding[23]. This includes the cities and towns of Ormond Beach, Holly Hill, Daytona Beach, South Daytona, Daytona Beach Shores, Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater and Oak Hill.

The extent of tropical cyclones in terms of strength in Volusia County is consistent when reviewing historical data. Storms hitting the county are primarily in the Tropical Storm to Category 1 range, with winds seldom exceeding 95 miles per hour. A hurricane of any size could impact the entire county.

Historical Occurrences

Section 5: Table 16 provides for each event the date of occurrence, name (if applicable), maximum wind speed (as recorded within 100 miles of Volusia County) and Category of the storm based on the Saffir-Simpson Scale.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered.

[23] Distinct hazard area locations for flooding, rising coastal water, and coastal erosion are discussed elsewhere in this section.

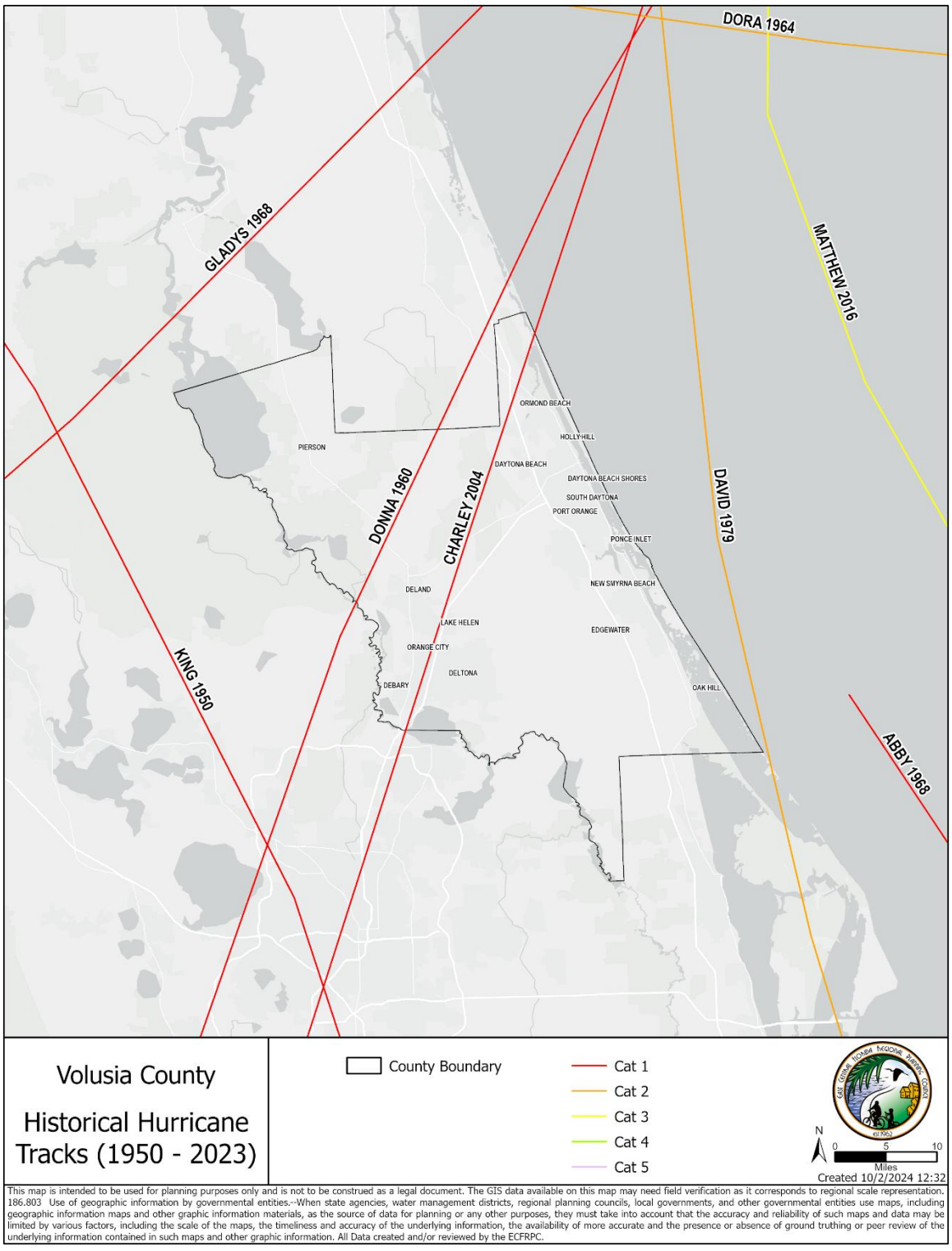
Section 5: Table 16: Historical Storm Tracks within 75 Miles of Volusia County

DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
10/20/1941	Not Named	35	Tropical Storm
10/19/1944	Not Named	65	Category 1 Hurricane
06/24/1945	Not Named	80	Category 1 Hurricane
09/16/1945	Not Named	110	Category 1 Hurricane
10/08/1946	Not Named	40	Tropical Storm
11/02/1946	Not Named	35	Tropical Storm
09/23/1947	Not Named	50	Tropical Storm
08/27/1946	Not Named	130	Category 4 Hurricane
09/06/1950	EASY	85	Category 2 Hurricane
10/18/1950	KING	75	Category 1 Hurricane
10/09/1953	HAZEL	55	Tropical Storm
09/11/1960	DONNA	105	Category 3 Hurricane
08/27/1964	CLEO	75	Category 1 Hurricane
09/10/1964	DORA	100	Category 3 Hurricane
06/04/1968	ABBY	55	Tropical Storm
10/19/1968	GLADYS	70	Category 1 Hurricane
8/20/1976	DOTTIE	45	Tropical Storm
09/03/1979	DAVID	85	Category 2 Hurricane
09/04/1979	DAVID	85	Category 2 Hurricane
08/19/1981	DENNIS	40	Tropical Storm
08/25/1983	BARRY	40	Tropical Storm
09/10/1984	DIANA	60	Tropical Storm
09/28/1984	ISIDORE	45	Tropical Storm
07/24/1985	BOB	60	Tropical Storm
10/10/1985	ISABEL	45	Tropical Storm
08/28/1988	CHRIS	40	Tropical Storm
11/23/1988	KEITH	55	Tropical Storm
11/17/1994	GORDON	55	Tropical Storm
08/02/1995	ERIN	75	Category 1 Hurricane
08/24/1995	JERRY	35	Tropical Storm
10/16/1999	IRENE	65	Category 1 Hurricane
09/14/2001	GABRIELLE	60	Tropical Storm
08/13/2004	CHARLEY	125	Category 4 Hurricane
09/05/2004	FRANCES	80	Category 1 Hurricane
09/26/2004	JEANNE	95	Category 2 Hurricane
10/05/2005	TAMMY	45	Tropical Storm
08/21/2008	FAY	45	Tropical Storm
10/26/2012	SANDY	43	Tropical Storm

DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
06/06/2016	COLIN	45	Tropical Storm
10/06/2016	MATTHEW	84	Category 1 Hurricane
09/10/2016	IRMA	68	Category 1 Hurricane
09/02/2019	DORIAN	45	Tropical Storm
08/03/2020	ISAIAS	69	Tropical Storm
11/12/2020	ETA	50	Tropical Storm
09/29/2022	IAN	69	Tropical Storm
11/10/2022	NICOLE	75	Category 1 Hurricane
08/30/2023	IDALIA	35	Tropical Storm
10/10/2024	MILTON	76	Tropical Storm

Source: National Climatic Data Center & NOAA

Section 5: Figure 17: Historical Storm Tracks within 75 Miles of Volusia County



Source: National Oceanic and Atmospheric Administration

Some of the notable tropical cyclone events that occurred in Volusia County within the last two decades are described below:

Tropical Storm Gordon, 1994: Tropical Storm Gordon made landfall in South Florida on November 13, 1994. Gordon caused a total of 8 deaths, 43 injuries, and $400 million in damages ($605,793,853; 2009 dollars). It affected a number of Florida Counties, including Dade and Brevard, but Volusia was hit especially hard. Volusia County experienced $500,000 in both agricultural and property damage. Single-family, multi-family, and mobile home structures (a total of 1236 units) reported flood damage and losses were estimated at over $26 million.

Hurricane Floyd, 1999: On September 15, 1999, the center of Hurricane Floyd passed about 115 statute miles off the coast of Central Florida, causing substantial damage to the coastal counties of Brevard and Volusia. Winds gusts near 70 miles per hour were reported in both counties. In total, Floyd caused over $61 million in property damage, but there were no reports of deaths or injuries ($81,978,899; 2009 dollars). Over $42 million in damages were reported in Volusia County, $10 million of which was attributed directly to coastal erosion. In addition, over 300 homes were damaged by wind and trees.

Hurricane Irene, 1999: Hurricane Irene reached hurricane status over the Florida Straits and the calm of the center moved over Key West on October 15, 1999. Most of the hurricane force winds were confined to the east of Irene's center over the lower to middle Keys. As Hurricane Irene moved across Southeast Florida, it brought tropical storm conditions with sustained winds between 39 and 73 miles per hour. Hurricane Irene caused considerable damage in South Florida due to flooding. In some residential areas, flooding lasted for a week, displacing several hundred people and isolating thousands more. Volusia County estimated that damages to approximately 185 properties; totaling more than $16.8 million. The total losses (agricultural and property) were estimated near $800 million in of the state of Florida. An estimated 700,000 customers lost electricity. There were eight indirect deaths reported in Florida.

Hurricane Charley, 2004: Hurricane Charley produced wind gusts over 80 miles per hour as it traversed Volusia County on August 13, 2004. The storm caused over $106 million in property damage in Volusia County. In addition, two fatalities were attributed to Hurricane Charley. Widespread power outages, roadway flooding, and fallen trees also occurred. A strong F1 tornado also touched down in South Daytona Beach contributing to the total damage from the event.

Hurricane Frances, 2004: Hurricane Frances, a Category 2 storm, made landfall on September 4, 2004, in Martin County, Florida. As it moved north, Volusia County experienced a hurricane force wind for several hours. Daytona Beach International Airport recorded wind gusts of 94 miles per hour. In addition to wind impacts, over 13 inches of rain fell in Volusia County which caused substantial flooding. Wind and flooding impacts resulted in damages of over $390 million within Volusia County. Total damage estimates for all impacted counties include over $4.8 billion for property damage and $93.2 million for crop damage. Despite widespread and severe damage, no deaths or injuries were reported.

Hurricane Jeanne, 2004: Hurricane Jeanne made landfall on the east coast of Florida on September 26, 2004, with winds estimated at 120 mph. Widespread rainfall of up to eight inches accompanied Hurricane Jeanne as it moved across eastern, central and northern Florida. A narrower band of 11 to 13 inches was observed in the vicinity of the eye wall track over Osceola, Broward and Indian River counties of east central Florida. A storm surge of approximately four feet above normal astronomical tide levels was measured at Trident Pier at Port Canaveral, Florida about an hour after landfall. Storm surge flooding of

up to six feet above normal tides likely occurred along the Florida east coast from the vicinity of Melbourne southward to Ft. Pierce. Damages were estimated to be over $59 million in Volusia County. The American Insurances Service Group reported that Frances caused a total of $4.11 billion in Florida. There were three direct deaths reported in Florida, with total deaths exceeding 3,000.

Tropical Storm Fay, 2008: Moving over Key West, Tropical Storm Fay made its first Florida landfall on August 18, 2008. As the tropical storm drifted north in Volusia County offshore waters, hours of heavy rain fell across southern Volusia County. Tropical Storm Fay's primary impact was inland flooding. Rainfall amounts ranged from three to five inches over Miami-Dade and Broward counties and seven to 10 inches over northern Collier, Hendry and Glades counties near the center path of Fay. Storm surges were relatively minimal for this tropical storm. In Florida, wind damage was confined to mostly downed trees and power lines, plus minor roof damage to homes. Homes, personal property and motor vehicles were the primary damage losses in the United States. Volusia County reported damages in excess of $13.5 million. The total damage estimate, compiled by Property Claim Services, is $245 million, including $195 million in Florida. Flood damage losses reported by the National Flood insurance Program were about $36 million.

Tropical Storm Sandy, 2012: A New Smyrna Beach mesonet site (XNSB) recorded sustained north winds of 43 mph and other spotter reports confirmed tropical storm winds along the immediate coast of Volusia County. Gusts of 50-55 mph occurred, especially during passing squalls. Hurricane Sandy moved slowly northwest, parallel to the Florida Coast, approximately 200-250 miles offshore.

Hurricane Matthew, 2016: Matthew paralleled the Florida coast, remaining just offshore as a Category 3 hurricane. The eye reached its closest point of approach to land, only 25 miles east of Cape Canaveral near 0800LST on October 7, and was 35 miles east of Daytona Beach around 1100LST, as it continued moving northwest, just offshore the northeast Florida coast. Hurricane force winds (sustained or frequent gusts) affected coastal areas from Vero Beach northward, extending inland across the mainland portions of Brevard and Volusia Counties, with tropical storm force winds experienced across much of the remainder of east-central Florida.

Hurricane Irma, 2017: Hurricane Irma made a northerly turn toward Florida on Sunday, September 10. Hurricane Irma had maximum sustained winds of 185 MPH at its peak in the Atlantic Ocean, which maintained for over 35 hours, making it one of the strongest storms on record in the Atlantic basin. Making its second continental U.S. landfall, Irma slowly weakened as it continued north northwestward across north Florida and southwest Georgia through Monday September 11.

Hurricane Dorian, 2019: On September 1, Dorian reached Category 5 intensity, with maximum sustained winds of 185 mph, and a maximum central pressure of 910 mb (26.87 inHg) while making landfall in Elbow Cay, Bahamas. Dorian made another landfall on Grand Bahama several hours later. The ridge of high-pressure steering Dorian westward collapsed on September 2, causing Dorian to stall just north of Grand Bahama for about a day. It is the strongest known system to impact the Bahamas. A combination of cold-water upwelling and an eyewall replacement cycle weakened Dorian to a Category 2 hurricane the next day. On the morning of September 3, Dorian began to move slowly towards the north-northwest.

Hurricane Ian, 2022: After making landfall as a major hurricane in southwest Florida near Cayo Costa, Ian crossed the peninsula and into east central Florida (southern Osceola County) as a Category 1 Hurricane with estimated maximum sustained winds of 75 mph. The system was downgraded to a tropical storm shortly thereafter and emerged into the Atlantic Ocean near Cape Canaveral. Ian's slow movement and

large wind field led to a long period of tropical storm force winds across all east central Florida, as well as hurricane force gusts in squalls and historic rainfall and flooding across parts of the area. Widespread rainfall totals of 4 to 8 inches were reported throughout the area, with a corridor of 10 to 20 inches across Osceola, Orange, Seminole, Volusia, and northern Brevard counties. The maximum observed rainfall total was 21.09 inches in Spruce Creek, Volusia County. The St. Johns River experienced historic rises with record crests set at Astor, DeLand, Sanford, and Lake Harney in the days and weeks following Ian's heavy rainfall. A tornado briefly touched down and crossed US-192 in rural Brevard County with no damage to structures reported. Persistent onshore flow before and during the storm led to water level rises (storm surge) of 1-3 feet along east central Florida, bringing moderate to severe beach erosion, with the most significant effects noted in Volusia County. Collectively, the effects of Hurricane Ian led to 15 storm-related fatalities (6 direct and 9 indirect) and between $800-900M in property damage across east central Florida.

Hurricane Nicole, 2022: Hurricane Nicole made landfall near Vero Beach, Florida as a Category 1 Hurricane on Thursday, November 10, 2023, with estimated maximum sustained winds of 75 mph. The system was originally classified as a subtropical storm after forming several hundred miles east of the Bahamas before it gained tropical characteristics as it approached Grand Bahama and Abaco Island. The interplay between Nicole and an expansive area of high pressure over the eastern United States produced a large wind field of tropical storm force over the western Atlantic, with a long northeast fetch that stretched over 1000 miles. These onshore winds generated very large seas more than 30 feet offshore, which over multiple unusually high tide cycles led to moderate to severe beach erosion across east central Florida. Damage to coastal structures was extensive, particularly across Volusia County where an already weakened shoreline due to Hurricane Ian succumbed to the long-duration high surf event.

Hurricane Helene, 2024: Volusia County began experiencing impacts from Hurricane Helene overnight on September 25 as the storm advanced closer to the Big Bend area. Hurricane Helene’s closest approach to Volusia County occurred on the afternoon of September 26. Volusia County experienced 0.5 to 1.5 inches of rain and wind gusts between 45 to 55 mph. There were no injuries, fatalities, or evacuations and damage consisted of fallen trees and powerlines. Throughout Hurricane Helene, Volusia County had tornado watches, tornado warnings, and wind advisories.

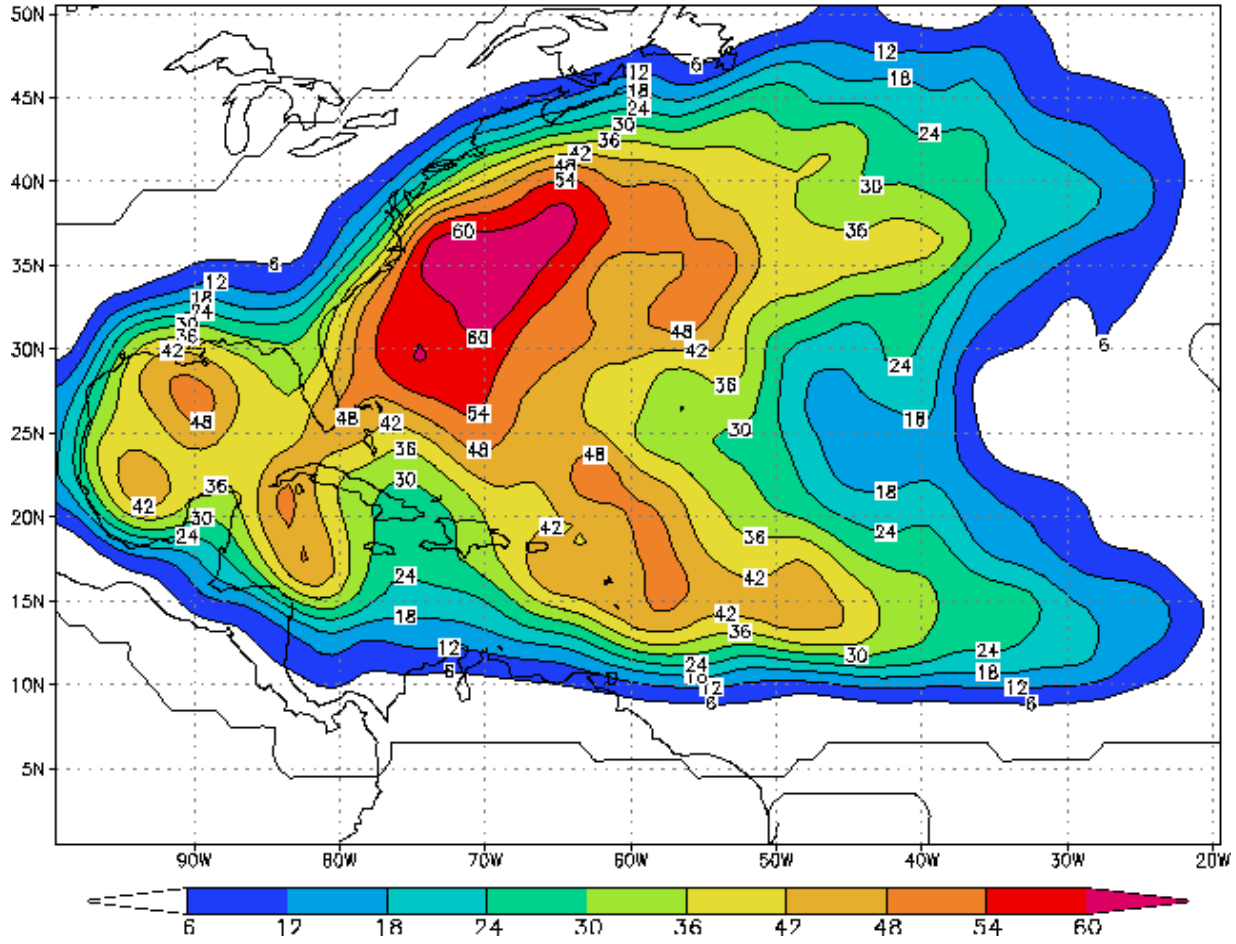
Hurricane Milton, 2024: Volusia County began experiencing impacts from Hurricane Milton on Wednesday, October 09 as the storm advanced closer to the west coast and approached landfall. Hurricane Milton’s closest approach to Volusia County occurred overnight from October 09 to October 10. Volusia County experienced 7 to 17 inches of rain and wind gusts between 50 and 99 mph with one observation near Ponce Inlet recorded at 99 mph. The St. John’s River entered major flood stage at both Astor and DeLand. There were two direct fatalities and two indirect fatalities due to Milton. Damage consisted of downed trees, powerlines, and flooding with many public, residential, and commercial property damages. Throughout Hurricane Milton, Volusia County had tropical storm warnings, hurricane watches, hurricane warnings, tornado watches, tornado warnings, flood watches, flood warnings, and wind advisories

Probability of Future Occurrences

The probability of future hurricanes and tropical storm events for Volusia County is high. According to NOAA statistical data, Volusia County is in an area with an annual probability of a named storm between 36 and 42 percent.

Section 5 Figure 18 below shows for any location what the chance is that a tropical storm or hurricane will affect the area sometime during the Atlantic hurricane season. This illustration was created by NOAA's Hurricane Research Division using data from 1944 to 1999 and counting hits when a storm or hurricane was within approximately 100 miles (165 km) of each location.

Section 5: Figure 18: Empirical Probability of a Named Hurricane or Tropical Storm



Source: National Oceanic and Atmospheric Administration

The probability of storm occurrences will vary significantly based on the return interval for different categories of magnitude. The probability of less intense storms (lower return periods) is higher than more intense storms (higher return periods). The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from tropical cyclones and that future mitigation and adaptation strategies related to this hazard should be considered.

5.12 WILDLAND FIRE

Background

A wildfire is any fire occurring in a wildland area (i.e. grassland forest, brush land) except for fire under prescription.[24] Wildland fires are part of the natural management of forest ecosystems but may also be caused by human factors. Nationally, over 80 percent of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildland fire is lightning.

There are three classes of wildland fires: surface, ground and crown fire. A surface fire is the most common of these three classes and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire (muck fire) is usually started by lightning or human carelessness and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually signaled by dense smoke that fills the area for miles around.

Wildfire probability depends on local weather conditions, outdoor activities such as camping, debris burning, and construction, and the degree of public cooperation with fire prevention measures. Drought conditions and other natural hazards (such as tornadoes, hurricanes, etc.) increase the probability of wildland fire by producing fuel in both urban and rural settings. Forest damage from hurricanes and tornadoes may also block interior access roads and fire breaks; pull down overhead power lines, or damage pavement and underground utilities.

Many individual homes and cabins, subdivisions, resorts, recreational areas, organizational camps, businesses and industries are located within high wildfire hazard areas. Further, the increasing demand for outdoor recreation places more people in wild lands during holidays, weekends and vacation periods. Unfortunately, wildland residents and visitors are rarely educated or prepared for wildfire events that can sweep through the brush and timber and destroy property within minutes.

Wildfires can result in severe economic losses as well. Businesses that depend on timber, such as paper mills and lumber companies, often experience losses that are passed on to consumers through higher prices. In some cases, this has resulted in the loss of jobs. The high cost of responding to and recovering from wildfires can deplete state resources and increase insurance rates. The economic impact of wildfires can also be felt in the tourism industry if roads and tourist attractions are closed due to health and safety concerns.

State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks and fuel management can be designed as part of an overall fire defense system to aid in fire control. Fuel management, prescribed burning, and cooperative land management planning can also be encouraged to reduce fire hazards.

[24] Prescription burning, or “controlled burn,” undertaken by land management agencies is the process of igniting fires under selected conditions, in accordance with strict parameters.

Location and Spatial Extent

Volusia County and its jurisdictions are not uniformly exposed to wildland fire risk. Although the county typically receives a high amount of precipitation each year (around 50 inches), there is a risk of wildfire due to the hot, dry summer months. Further, drought and drought-like conditions may occur which could increase the probability of wildfire occurrence.

The wildfire potential for Volusia County is shown in **Section 5: Figure 19**. All areas of the county may be susceptible to wildfire, and the wildland-urban interface is an area of concern as more property may be at risk of fire damage in these areas. This hazard occurs in the southern, western, and central parts of the county most likely; although, there are pockets of wildland fire locations dispersed across the county.

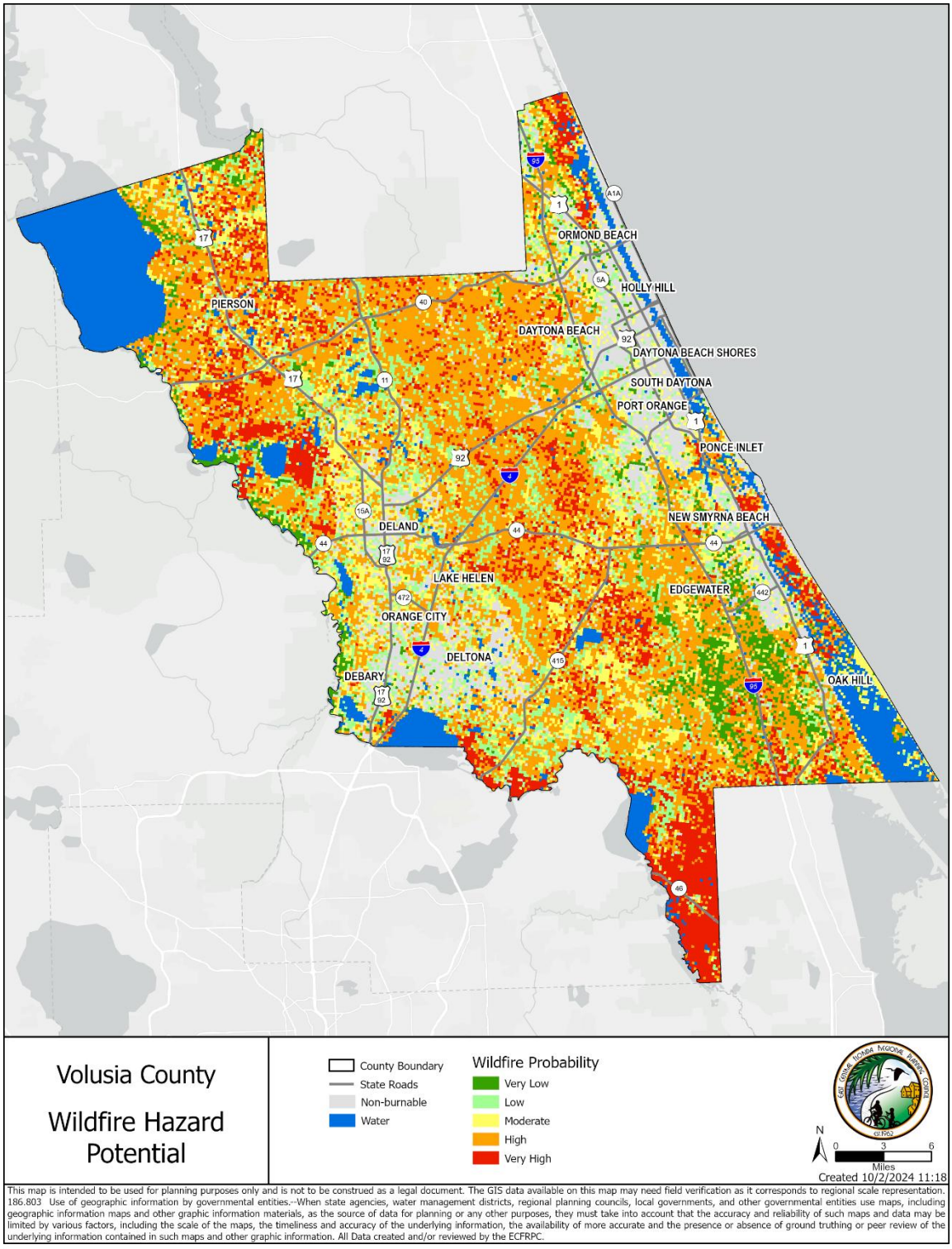
The extent of fire weather can be determined in two ways. A Fire Weather Watch is issued to alert fire officials and firefighters of potentially dangerous fire weather conditions within the next 24 to 36 hours. They are issued when the following three criteria are met:

1. Surface relative humidity (RH) less than 30 % for VA and MD; RH less than or equal to 25% for WV AND
2. Sustained surface wind of 20 MPH or greater AND
3. 10-hour fuel moisture less than 8% for VA; less than or equal to 8% for MD and WV

A Red Flag Warning is issued to alert fire officials and firefighters of potentially dangerous fire weather conditions within the next 12 to 24 hours. They are issued when the following three criteria are met:

1. Surface relative humidity (RH) less than 30 % for VA and MD; RH less than or equal to 25% for WV AND
2. Sustained surface wind of 20 MPH or greater AND
3. 10-hour fuel moisture less than 8% for VA; less than or equal to 8% for MD and WV

Section 5: Figure 19: Wildland Fire Risk in Volusia County



Source: U.S. Forest Service

Historical Occurrences

According to the Florida Division of Forestry, Florida experiences an average of 3,060 wildfires annually, burning nearly 154,000 acres[25]. The most common cause of Florida wildfire events is lightning which ignited over 700 fires annually between 2000 and 2009. Volusia County experienced 1,306 fires that burned over 22,600 acres between January 2000 and August 2009. Lightning caused nearly half of these fires. **Section 5: Table 17** lists the number of reported wildfire occurrences in Volusia County between the years 2001 and 2018.

Section 5: Table 17: Historical Wildfire Occurrences in Volusia County (2001-2018)

YEAR	2001	2002	2003	2004	2005	2006	2007	2008	2009	Annual Average
# of Fires	116	31	71	145	64	213	195	121	127	120
Acres Burned	383	371	2,011	746	198	5,037	1,826	1,482	8,839	2,321
YEAR	2010	2011	2012	2013	2014	2015	2016	2017	2018	Annual Average
# of Fires	128	237	208	104	74	104	174	132	TBD	145
Acres Burned	672	8,952	3,832	1,404	626	788	1,421	1,150	TBD	2,355

Source: Florida State Fire Marshal Report

It should also be noted that 1998 was a particularly significant year for wildland fires in Volusia County. That year, drought conditions were prevalent throughout the County. A total of 233 wildfires were reported, the largest single cause being lightning. In all, over 163,000 acres were burned. The fires threatened 29,000 homes and hindered travel as wildfires jumped highways. However, after weeks of burning, just six houses, one mobile home, and two businesses were destroyed, totaling $2.1 million ($2,889,598; 2009 dollars). Timber, conversely, took the brunt of the damage with losses of over $60 million ($85,570,222; 2009 dollars). No fatalities or civilian injuries were reported but ten firefighters did have minor injuries.

These events have had devastating impacts on Volusia County. Homes and businesses have been damaged or destroyed, causing economic and social hardship, while several agricultural resources (such as timber, as described above) have been lost in these events. Families and vulnerable populations can be displaced temporarily or permanently by these events, while businesses can be lost forever. Human life is also at great risk to fires, as fires can quickly consume buildings and prevent escape. Smoke inhalation is a common cause of death due to fire, rather than the fire itself. Updating and enforcing building codes can help prevent fire disasters.

One of the largest fires recorded in Volusia County over the last decade was the Iron Horse Fire, which occurred in 2011 in southeastern Volusia County. Approximately 17,000 acres burned during this event, and a full Fire Operations Center (FOC) activation was executed. One mobile home, three outbuildings and three camp structures were destroyed, while 140 total structures were threatened. Interstate 95 was completely shut down due to smoke limiting driver visibility (intermittently over a two-day period), and a firefighter was injured during the event. Also, in 2011, the Maytown Road Fire burned approximately

[25] Average information based on information between January 2000 and August 2009.

2,500 acres of land and affected local weather conditions by increasing cloud coverage. In 2012, several smaller fires affected the DeLand and DeBary areas of Volusia County.

In March 2013, the Durrance Road Fire destroyed 1,100 acres and forced evacuations of unincorporated areas of Volusia County near the Flagler County line west of Interstate 95. Approximately 300 homes were evacuated during this event. Interstate 95 from US1 to SR40 was shut down due to smoke.

Probability of Future Occurrences

There is a high probability of future wildfire events in Volusia County, especially during drought cycles and abnormally dry conditions, based on prior occurrence. Volusia County experienced nearly 130 wildfires per year from 2000 – 2008. As development continues to grow, there is an increasing chance for wildfires to reach the urban interface. This will increase the probability of economic loss and fatalities.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from wildfire and that future mitigation and adaptation strategies related to this hazard should be considered.

MANMADE HAZARDS

5.13 CIVIL DISTURBANCE

Background

Civil disturbances can occur due to socio-economic, political or other reasons. Events of civil disturbances can be classified as armed violence, riots, protests, and threats against the military or the government. The proper planning and prevention methods aid in the mitigation of such events. For threats of civil disturbance utilizing armed violence, it is likely that joint jurisdictional management of operations will take effect, coordinated at the county level between the Sheriff's Office, Florida Department of Law Enforcement (FDLE), and the Office of Emergency Management. These types of events typically occur in public places.

According to FEMA, civil disturbance is an activity such as a demonstration, riot, or strike that disrupts a community, and requires intervention to maintain public safety and order. Most protestors are law abiding citizens who intend their protest to be nonviolent. However, sometimes these situations become highly emotional and tense and can turn a peaceful crowd into a violent riot. Most crowds are orderly, nonviolent, and do not cause problems for authorities, but there are three types of crowds that can create a civil disturbance:

- **Public Disorder**: the basic breach of civic order, meaning the crowd tends to disrupt the normal flow of operations around them, such as traffic
- **Public Disturbance**: a demonstration that is designed to cause turmoil and disruption. These crowds chant, yell, and sing to voice collective opinions
- **Riot**: when a disturbance turns violent. The crowd suddenly becomes a mob that violently expresses itself by destroying property, assaulting others, and creating an extremely volatile environment

Location and Spatial Extent

Civil disturbances tend to occur in urban areas but can occur anywhere. These types of events typically occur in public gathering places, including court houses or civic spaces. While the spatial extent of the hazard would be 25% or less, civil disturbances could have county-wide effects.

Historical Occurrences

Civil Disturbances have been occurring since the beginning of time. There are several examples of civil disturbances in Florida in recent years. Some significant events that have impacted Central Florida and Volusia County through racially charged protests are outlined.

- **2012**: Trayvon Martin's death in Sanford, Florida. There were public protests, school walk outs, and thousands of planned rallies across the nation.
- **2020**: George Floyd's death in Minneapolis, Minnesota; Breonna Taylor's death in Louisville, Kentucky; Ahmaud Arbery's death in Brunswick, Georgia.
- **2021**: Othal Wallace's arrest for the death of Daytona Beach police officer.

Probability of Future Occurrences

It is likely that occurrences of civil disturbance will continue in the future. There have been several in Florida in previous years and protesting is a fundamental right protected by the US Constitution; therefore, civil disturbances will continue into the future.

5.14 MASS MIGRATION

Background

Mass-migration occurs when people of one geographic area move in large numbers to another geographic location. According to United States Code Title 8, Chapter 12 (8 U.S.C. § 1101), the definition of mass migration is a migration of undocumented aliens that is of such magnitude and duration that it poses a threat to the national security of the United States.

This usually refers to an event, or series of events, that may take place over the course of several years or even decades. The event could be economic, social, or political in nature but it is something that causes a mass exodus.

Location and Spatial Extent

There are no particular geographic areas in Volusia County with a more ideal jurisdiction for this hazard to take effect. Volusia County contains the intersection of the state's two busiest highway systems, I-95 and Interstate 4 (I-4). Because Volusia County is the intersection of these two major state transportation networks, people traveling from any direction of the state might travel to or through the area as refugees. The county also contains State Road A1A (SR A1A) which runs north and south through the entire county. Florida's proximity to the Caribbean basin makes it a vulnerable point of entry for a massive influx of refugees entering the United States. The spatial extent of this hazard would affect less than 25% of the geographical area.

Historical Occurrences

The United States has often been seen as a golden refuge for many immigrants, especially those in poor economic circumstances. Major policy changes can be a driving cause for mass migration. Since 1995, the "wet-foot, dry-foot" policy has allowed Cubans who reach American soil a fast-tracked path to citizenship. The policy was reversed by Former President Barak Obama in 2016, making the Cuban immigration process the same as any other immigrant. President Donald Trump's first administration took a strict stance on immigration, leading many Cubans to flock to America before he took office. The U.S. recorded increased Cuban Refugees from 2015 and 2016. According to the US Coast Guard, 7,358 Cubans tried to enter the U.S. illegally in the 2015-2016 fiscal year and were intercepted. Meanwhile 50,082 Cubans managed to enter (38,310 illegally and 11,772 with visas) in that same period.

Section 5: Table 18: Mass Migration Occurrences

Year	Description
2010	January – Operation Haiti Relief after an earthquake brought displaced and some injured people through Orlando Sanford International Airport.
2017	Hurricane Maria – mass migration of evacuees from the island of Puerto Rico to the Central Florida area after the hurricane. Over 250 families resettled in Seminole County and over 6,500 in Central Florida.
2024	March of 2024, overwhelming gang violence and the overthrow of the Haitian government caused mass evacuations of American citizens from Haiti back to the United States.

While Florida typically has a fast-growing population, many local municipalities are facing pressures from the booming population moving legally from other parts of the country in recent years. In the post-World War II era after 1946, Florida's percentage increase in population each year fluctuated but has always been positive. Between 2010 and 2020, national growth dipped from 0.9% to 0.5% each year while Florida's increases ranged from 1.0% to 2.0%. In 2022, Florida's growth was nearing 1.9%, not high compared to past gains but still the fastest among the states.

Probability of Future Occurrences

It is possible that any Florida county could be impacted by refugees and migrants. Florida is in proximity to islands such as Cuba, Puerto Rico, Dominican Republic and Haiti, and the Gulf Coast is within proximity of Mexico. Mass migration can also occur domestically due to an impending hazard causing large groups of citizens to head north or inland to other counties to evacuate. The probability of a migration influx in Florida is perceived to be high, and planning must be done to ensure safety and security. As political unrest and large-scale natural disasters continue to increase within the Caribbean and South American regions, people will continue to migrate throughout Florida.

The overall vulnerability of mass migration and repatriation in Volusia County and its jurisdictions is low. While lack of housing and community resources could be a concern with mass migration, due to the low probability and lack of physical impacts, Volusia County is not extremely vulnerable to this hazard. Each jurisdiction is equally vulnerable to this possibility.

5.15 TERRORISM

Background

Terrorism includes any attempt to attack, cripple or damage public goods, public infrastructure or citizens on a large scale. Volusia County should be prepared for a terrorist-related event that could occur with or without notice. Since terrorism can take many different forms, including weapons of mass destruction, and be directed at many kinds of targets, it poses some very complex, technical problems in planning and response. **Section 5: Table 19** displays the types of terrorism Volusia County is susceptible to.

Section 5: Table 19: Types of Possible Terrorism

Types of Terrorism	Description
Agro-Terrorism	The deliberate introduction of disease-causing organisms and chemicals into the food supply through agriculture. It could impact the public if crops or agricultural foods contaminated with disease-causing organisms were to enter the food chain. The secondary effects of which can be disease, famine and massive economic loss.
Cyber Terrorism	Unlawful attacks and threats of attack against computers, networks, and the information stored therein; and used to intimidate or coerce a government or its people in furtherance of political or social objectives.
Domestic Terrorism	Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature.
International Terrorism	Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).

Location and Spatial Extent

Violent events can happen at any time at any place. Terrorism can be targeted at large gatherings, such as concerts or shopping malls, as has been seen in previous occurrences across the country. Event centers like the Daytona Beach Speedway and the Daytona Beach Ocean Center are indicated locations. But because terrorism thrives on fear, places such as community spaces, civic buildings, or historical monuments need additional precautions. A terrorist attack would most likely be very localized and isolated and impact less than 25% of the geographic area of the County, however effects could be county-wide.

Historical Occurrences

The nation as a whole has been affected by various acts of terrorism. Cyber terrorism is becoming an increasing threat, and residents are particularly vulnerable to subtle attacks such as credit card fraud. **Section 5: Table 20** outlines two major acts of terrorism.

Section 5: Table 20: Historical Occurrences of Terrorism

Year	Description
2016	At 2:00 AM on June 12, 2016, an active shooter walked into Pulse Nightclub in Downtown Orlando, FL, and opened fire into the crowd of approximately 300 people. One hundred two (102) people were directly impacted as 49 people were killed and 53 were injured. Another five people had non–gunshot related injuries. The attack began as an active shooter incident, transitioned into a hostage situation, and ended around 5:15 AM. It was one of the deadliest terrorist attacks in the United States since September 11, 2001. With assistance from various agencies and organizations around the area, victims were evacuated and transported.
2023	ABB (a leading technology electrification and automation company that works with public and private organizations) determined that an unauthorized third-party accessed the company's systems. Black Basta ransomware was deployed that shut down business operations. The company was forced to terminate VPN connections with various customers to prevent the spread of the ransomware to other networks.

Probability of Future Occurrences

Any community can be impacted by terrorism. Each year domestic terrorism increases across the country and becomes more deadly. There are no discernable patterns or methods to indicate the probability of future occurrence. Because terrorist attacks can take many forms and include many types of weapons, it is difficult to reduce the county's overall vulnerability to these incidents. First response agencies attempt to reduce vulnerability through prevention tactics and intelligence sharing. No jurisdiction in Volusia County is more vulnerable to attack than another.

TECHNOLOGICAL HAZARDS

5.16 COASTAL OIL SPILL

Background

Coastal oil spills pose a threat to human health and safety and frequently result in significant impacts to natural and cultural resources. Thousands of oil spills occur in U.S. waters each year. Most of these spills are small (e.g., oil spills while refueling ships), but these spills can still cause harm, especially if they happen in sensitive environments, like beaches, mangroves, and wetlands. Large oil spills are major and dangerous disasters. This tends to happen when pipelines break, big oil tanker ships sink, or drilling operations fail. Consequences to ecosystems and economies can be felt for decades following a large oil spill.

An oil spill is the release of liquid petroleum hydrocarbon into the environment, especially marine areas, due to human activity. The term is usually applied to marine oil spills, where oil is released into the ocean or coastal waters, but spills may also occur on land.

Location and Spatial Extent

Oil spills can happen anywhere oil is drilled, transported, or used. While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida. The location of these incidents would be located within these large bodies of water.

Historical Occurrences

In 2010, an explosion occurred on the Deepwater Horizon drilling platform in the Gulf of Mexico. The explosion, which killed 11 men, caused the rig to sink and started a catastrophic oil leak from the well. The spill took three months to cap and approximately 134 million gallons of oil spilled into the Gulf, becoming the largest offshore oil spill in U.S. history. The economic impacts to commercial and recreational fishing for the period between 2010–2020 are a loss of roughly 24,000 job-years, $2.1 billion in industry output, $1.1 billion in total value-added or Gross Regional Product, $650 million in labor income, $140 million in state and local tax revenues, and $160 million in federal tax revenues. In addition, The Deepwater Horizon spill resulted in the largest natural resource damage assessment ever undertaken. The parties responsible owed a record-setting settlement with BP Exploration & Production for an unprecedented $5.5 billion Clean Water Act penalty and up to $8.8 billion in natural resource damages.

Although this incident did not happen in Volusia County, it severely impacted the state of Florida because the spill took place off the shore of Louisiana and impacted the Gulf of Mexico which runs along Florida's west coast. The economic condition of the county could be seriously impacted by a coastal oil spill event. During the Deepwater Horizon oil spill, tourism in Volusia County suffered since people thought all of Florida was impacted. In the event of another spill, the charter fishing industry would likely be devastated. If a coastal oil spill were to occur in Volusia County, tourism would greatly decrease, and tax revenue would be severely impacted.

Probability of Future Occurrences

Although there are no documented major oil refineries in the central Florida region, there are thousands in the Gulf of Mexico. The likelihood of a coastal oil spill directly impacting Volusia County is low, but any ships transporting oil in the Atlantic Ocean pose a threat.

5.17 CRITICAL INFRASTRUCTURE FAILURE

Background

Critical infrastructure failures refer to the disruption of public utility services such as drinking water, stormwater and wastewater collection/treatment, electric power, transportation, supply chains systems that support food and fuel, and communications. These services contribute to the economic well-being and public health and safety of the communities they serve. A critical infrastructure failure can occur from a cascading emergency such as terrorism or a hurricane.

Widespread power outages can occur without warning. Generally warning times will be short in the case of technological failure, such as a fire at a sub-station, traffic accident, human error, or terrorist attack. In cases where a power failure is caused by natural hazards, greater warning time is possible. For example, high wind events such as tornados and hurricanes often cause widespread power failure and are often forecasted before they affect a community so that residents can prepare.

The Federal Highway Administration's (FHWA) 2000 Traffic Incident Management Handbook defines a major traffic disturbance as "any non-recurring event that causes a reduction of roadway capacity or an abnormal increase in demand". Under this definition, events such as traffic crashes, disabled vehicles, spilled cargo, highway maintenance, reconstruction projects, and special non-emergency events (e.g., ball games, concerts, or any other event that significantly affects roadway operations) are classified as an incident.

Location and Spatial Extent

All of Volusia County is at risk of critical infrastructure failure as there are numerous facilities throughout the county, making a direct location difficult to identify. Locations could range from traffic light intersections to wastewater facilities. Impacts from disruption could impact more than 50% of the county, but most likely would have county-wide effects. Critical infrastructure failures are usually localized and are usually the result of a natural hazard event involving flooding or high winds, like hurricanes. A major transportation incident would mostly involve a highway or roadway, but the county's airports and proximity to major water systems poses a threat to an incident taking place.

Historical Occurrences

Many critical infrastructure failures resulted as a cascading impact from a natural hazard, such as a hurricane. As recently as October 2024, Hurricane Milton swept through Florida and resulted in more than 3.2 million power losses. 77% of all homes and businesses in the combined Volusia County/Flagler County area, according to newly revised numbers from the Florida Public Service Commission. At least 305,152 customers lost power out of the 395,582 total served in the two-county area.

In May 2024, the strongest geomagnetic storm in twenty years hit Earth causing disruptions to power grids, broadband technology, and GPS satellites in space.

Probability of Future Occurrences

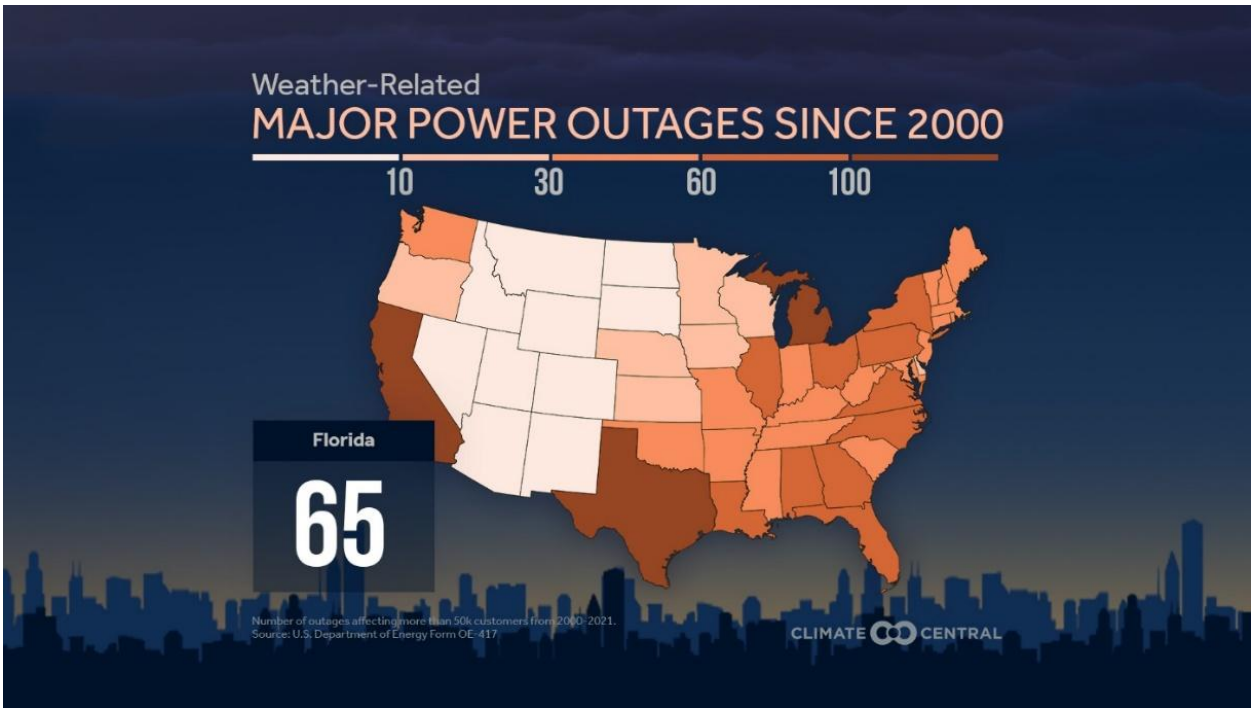
While the probability of future utility service disruption in Volusia County is difficult to predict, past outages indicate that significant failures have and will occur because of natural hazards, technological

failures, and outdated utility infrastructure. As infrastructure ages beyond its intended lifespan, it is likely to become less reliable and lead to higher likelihoods of failure.

In addition, climate change may also impact the probability of utility failure occurrences because of an increase in the frequency and intensity of severe weather events. Storms with high winds will increase the chance that the power-related infrastructure will be impacted. Extreme temperatures are predicted to have an impact as well. During the hot summer months, the potential for power overload will grow as demand for power increases due to air conditioning units having to work harder. Extreme heat can also lead to transformer failures because the electric distribution equipment does not have the opportunity to cool sufficiently between periods of heavy use, leading to blackouts. **Section 5 Figure 20** displays the number of weather-related major power outages since 2000.

The power grid is essential, yet vulnerable. Florida is the third-largest electricity consumer in the nation. Disruptions can be minimized by providing a diverse set of utility service sources. If a particular system fails or is attacked, alternative sources can minimize impacts and provide the support to get operations back to normal.

Section 5: Figure 20: Weather-Related Major Power Outages Since 2000



Source: Climate Central[26]

[26] https://www.climatecentral.org/graphic/surging-weather-related-power-outages?graphicSet=Weather-related+Outages+by+State&location=Florida&lang=en on December 26, 2024

As population continues to rise in the area and the need for transportation increases, accidents will continue to rise. While most are expected to be minor, the possibility of a major event increases. Automobiles pose the most risk, but other examples include:

- **Aviation**: Volusia County has numerous airports throughout the county which present the possibility of traffic disruptions in the event of an aviation-related crash. General aviation aircraft pass over the county en-route to and from Daytona, Orlando, Sanford, Jacksonville, and other small airports located around Volusia County.
- **Marine**: The county is located on the Atlantic Ocean, Halifax River, Indian River Lagoon, and Mosquito Lagoon which provides traffic on water transportation routes. The Tomoka River and other local waterways consists of mostly recreational/sports activities.

5.18 HAZMAT / INDUSTRIAL INCIDENT

Background

Hazardous material (HazMat)/industrial incidents include events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure are dispersed. HazMat events occur when liquid, solid, gaseous chemicals, or a combination of all three (which may include dust, fumes, gas, vapor, mist, and smoke)—diffuse into the environment and become harmful or fatal to humans, infrastructure, or ecosystems.

Hazardous waste is dangerous, and can be ignited, corrosive, reactive, or toxic. Paint products, pool chemicals, household cleaners, and pesticides are common examples, but can also include toxic chemicals, fuels, nuclear waste products, biological, chemical, and radiological agents.

Location and Spatial Extent

There are numerous facilities and plants throughout the county that hold hazardous material. This includes residential and commercial swimming pools that keep dangerous chemicals (liquid, powdered, and gas chlorine, acids, etc.). These chemicals are stored in bulk in several retail stores throughout the county. Chemicals are also used in water and wastewater treatment facilities in Volusia County. Additional threats are created by the transportation of hazardous materials on I-95 and other roadways. The Florida East Coast Railway also runs through the eastern part of the county, which transports hazardous materials along Florida's east coast. **Section 5 Figure 21** displays the variety of locations this hazard can occur at, ranging from waterway systems to major traffic corridors.

Any hazardous material accident would have very localized impacts and would account for less than 25% of the county's geographic area.

Historical Occurrences

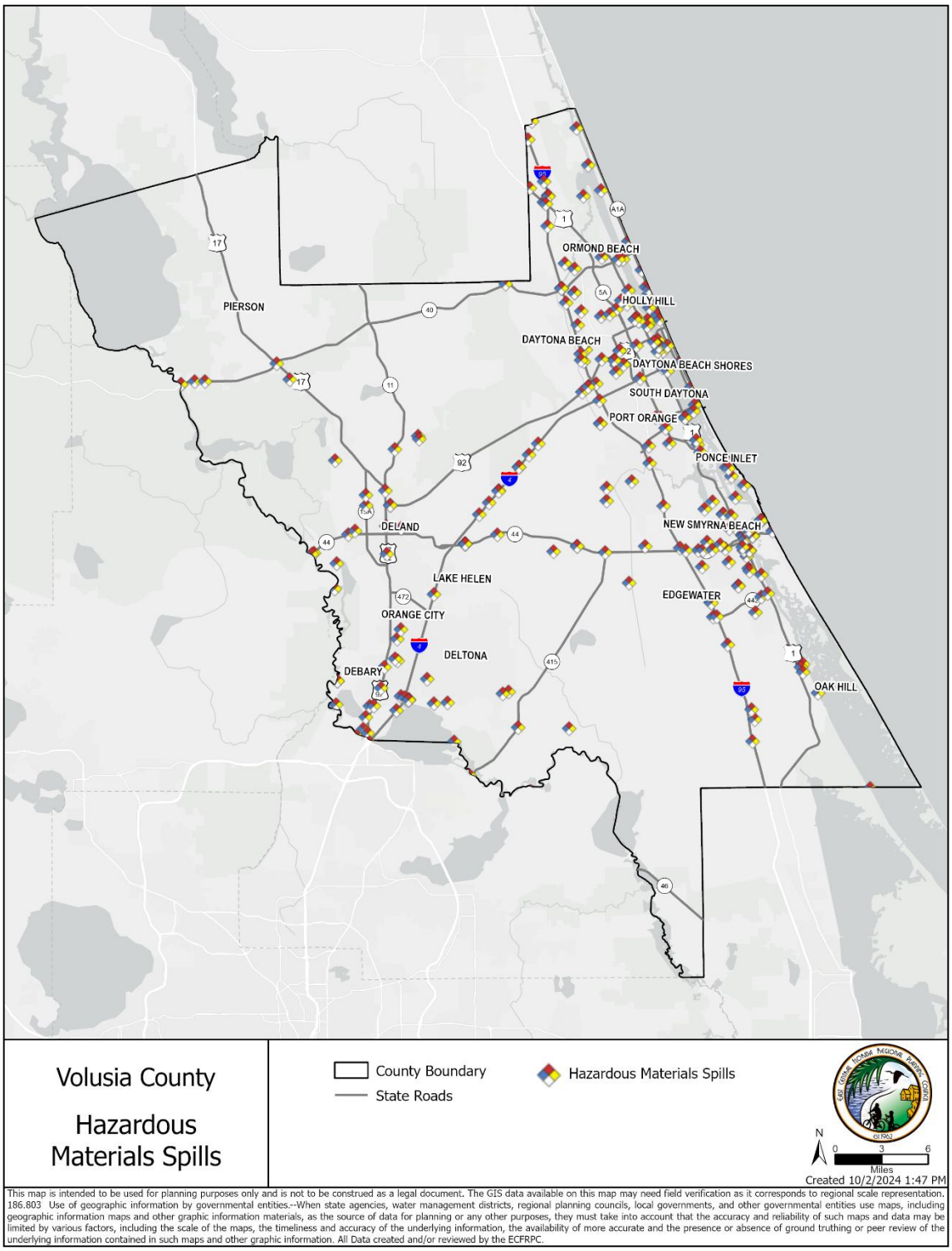
Section 5 Figure 21 displays recent HazMat incidents in the county. In Ormond Beach on September 7th, 2018, a toxic industrial chemical, Sodium Hypochlorite, was accidentally released from an aboveground tank into a nearby storm drain. A city employee reported that 1,484 gallons of 7% chlorine was released and that the drain discharged into the Halifax River. A dechlorinator was added to the storm drain as part of the cleanup effort.

As recently as May 10, 2022, a citizen reported a possible HazMat issue just south of the Granada Bridge. The citizen reported that approximately two-dozen old, abandoned boats were leaking oil and fuel into the Indian River Lagoon and Halifax River. The boats have been abandoned in this location for 3 to 4 years. This was classified as a petroleum spill and oil release, and although major waterways were affected, no cleanup actions were reported.

Probability of Future Occurrences

It is likely that HazMat incidents will continue, whether they are reported or not.

Section 5: Figure 21: Hazardous Spill in County 2019-2024



Source: FDEP

5.18 CONCLUSIONS ON HAZARD RISK

The hazard profiles presented in this section were developed using best available data and result in what may be considered principally a qualitative assessment as recommended by FEMA in its "How-to" guidance document titled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding observed and/or anticipated hazard impacts. It also carefully considers the findings in other relevant plans, studies and technical reports.

Hazard Risk Scoring

Volusia County threats and hazards are scored using the Calculation and Rating Score Development (CPRI). Frequency (probability), impact (magnitude/severity), warning time, and duration are the main factors used to assign a score to every hazard. To provide a comprehensive assessment of each hazard, the hazards were scored based on several vulnerability factors including area(s) of impact, health and safety of the population, property, environment, and economic vulnerability. Each of these factors, considered magnitude/severity, has been assigned a number between one and four, based on risk, with four being the greatest. The values then were summed and multiplied by the probability of occurrence factor, which is also a one to four scale. Warning time and duration of each hazard are also considered and factored into the scoring. The resulting value is a risk rating for each hazard. **Section 5: Table 21** provides the CPRI scoring categories and rating system. Further, the Vulnerability Assessment (Section 6) also provides information on hazard vulnerability at the jurisdictional level.

CPRI Calculation and Rating Score Development

CPRI = [(Probability X .45) + (Magnitude X .30) + (Warning Time X .15) + (Duration X .10)]

Section 5: Table 21: CPRI Scoring Categories

CPRI CATEGORY	DEGREE OF RISK			ASSIGNED WEIGHTING FACTOR
	LEVEL ID	DECRIPTION	INDEX VALUE	
Frequency (Probability)	Highly Likely	• Common events with a well-documented history of occurrence. • Annual probability is greater than 1.	4	45%
	Likely	• Frequent occurrences with at least two or more documented historical events. • Annual probability is between 1 and 0.1.	3	
	Possible	• Infrequent occurrences with at least one documented or anecdotal historic event. • Annual probability is between 0.1 and 0.01.	2	
	Unlikely	• Rare with no documented history of occurrences or events. • Annual probability of less than 0.01.	1	
Magnitude / Severity	Catastrophic	• Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure). • Injuries or illnesses result in permanent disability and multiple deaths. • Shut down of critical facilities for more than 1 month.	4	30%
	Critical	• Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructure). • Injuries or illnesses result in permanent disability and at least 1 death. • Shut down of critical facilities for more than 1 week and less than 1 month.	3	
	Limited	• Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). • Injuries or illnesses do not result in permanent disability and there are no deaths. • Moderate quality of life lost. • Shut down of critical facilities for more than 1 day and less than 1 week.	2	
	Negligible	• Negligible property damage (less than 5% of critical and non-critical facilities and infrastructure).	1	

		• Injuries or illnesses are treatable with first aid and there are no deaths. • Negligible quality of life lost. • Shut down of critical facilities for less than 24 hours.		
Warning Time	Less than 6 hours	Self-explanatory.	4	15%
	6 to 12 hours	Self-explanatory.	3	
	12 to 24 hours	Self-explanatory.	2	
	More than 24 hours	Self-explanatory.	1	
Duration	More than 1 week	Self-explanatory.	4	10%
	Less than 1 week	Self-explanatory.	3	
	Less than 1 day	Self-explanatory.	2	
	Less than 6 hours	Self-explanatory.	1	

Final Determinations

The conclusions drawn from the hazard profiling process for Volusia County resulted in the classification of risk for each identified hazard according to three categories: High, Moderate and Low Risk. For the purposes of these classifications, risk is expressed in relative terms according to the estimated impact that a hazard will have on human life and property throughout all of Volusia County. A more quantitative analysis to estimate potential dollar losses for each hazard has been performed separately and is described in the *Vulnerability Assessment* section.

It should be noted that although some hazards are classified below as posing low risk, their occurrence of varying or unprecedented magnitudes is still possible in some cases and their assigned classification will continue to be evaluated during future updates.

Hazard	Probability				Magnitude/Severity				Warning Time				Duration				CPRI Score
	Unlikely	Possibly	Likely	Highly Likely	Negligible	Limited	Critical	Catastrophic	< 6 hours	6 - 12 hours	12 - 24 hours	> 24 hours	< 6 hours	< 24 hours	< 1 week	> 1 week	
NATURAL HAZARDS																	
AGRICULTURE	X				X					X						X	1.6
COASTAL EROSION				X			X					X				X	3.25
DROUGHT			X				X					X			X		2.7
EXTREME TEMPERATURES			X				X					X			X		2.7
FLOOD				X				X				X			X		3.45
PUBLIC HEALTH EMERGENCIES		X				X				X						X	2.35
RISING COASTAL WATER				X				X				X			X		3.75
SEVERE WEATHER				X		X			X				X				3.1
TORNADO			X				X		X				X				2.95
TROPICAL CYCLONES				X				X				X			X		3.45
WILDLAND FIRE			X			X			X						X		2.85
MANMADE HAZARDS																	
CIVIL DISTRUBANCE		X			X					X				X			1.85
MASS MIGRATION		X				X				X						X	2.35
TERRORISM		X					X		X					X			2.6
TECHNOLOGICAL HAZARDS																	
COASTAL OIL SPILL	X					X			X						X		1.95
CRITICAL INFRASTRUCTURE FAILURE		X					X		X						X		2.7
HAZARDOUS MATERIALS / INDUSTRIAL INCIDENT			X				X			X						X	3.1

Section 5: Table 22: Conclusions on Hazard Risk for Volusia County (Natural Hazards)

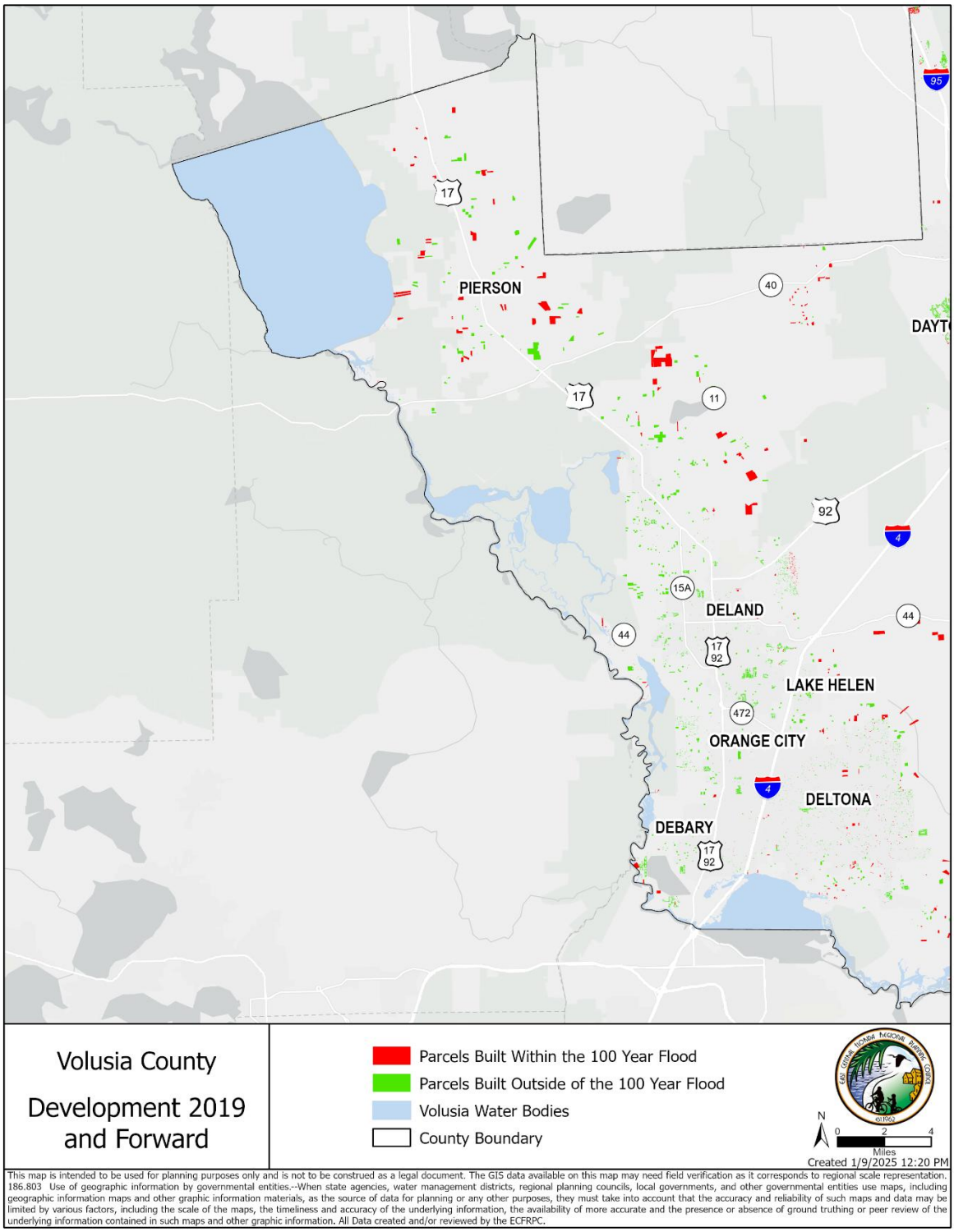
5.19 DEVELOPMENT SINCE 2020 (LAST LMS SUBMITTAL)

The maps on the next page in Section 5 **Figure 22 and Figure 23** shows development in Volusia County from 2019 to 2024 with exposure to the 100-year floodplain. While the eastern portion of the county is susceptible to more hazards than the western portion, the eastern side has seen the largest growth in the number of properties built since 2019. Areas such as Ormond Beach, Daytona Beach, Holly Hill, South Daytona, Ponce Inlet, and New Smyrna Beach have experienced growth since 2020, much of it along the barrier islands to the east of the Halifax River, Indian River Lagoon, and Mosquito Lagoon. These areas are susceptible to tropical cyclones, flooding, and rising coastal waters. The western portion of the county has also experienced growth. Deltona, DeBary, DeLand and Orange City are typically more susceptible to wildland fires and flooding.

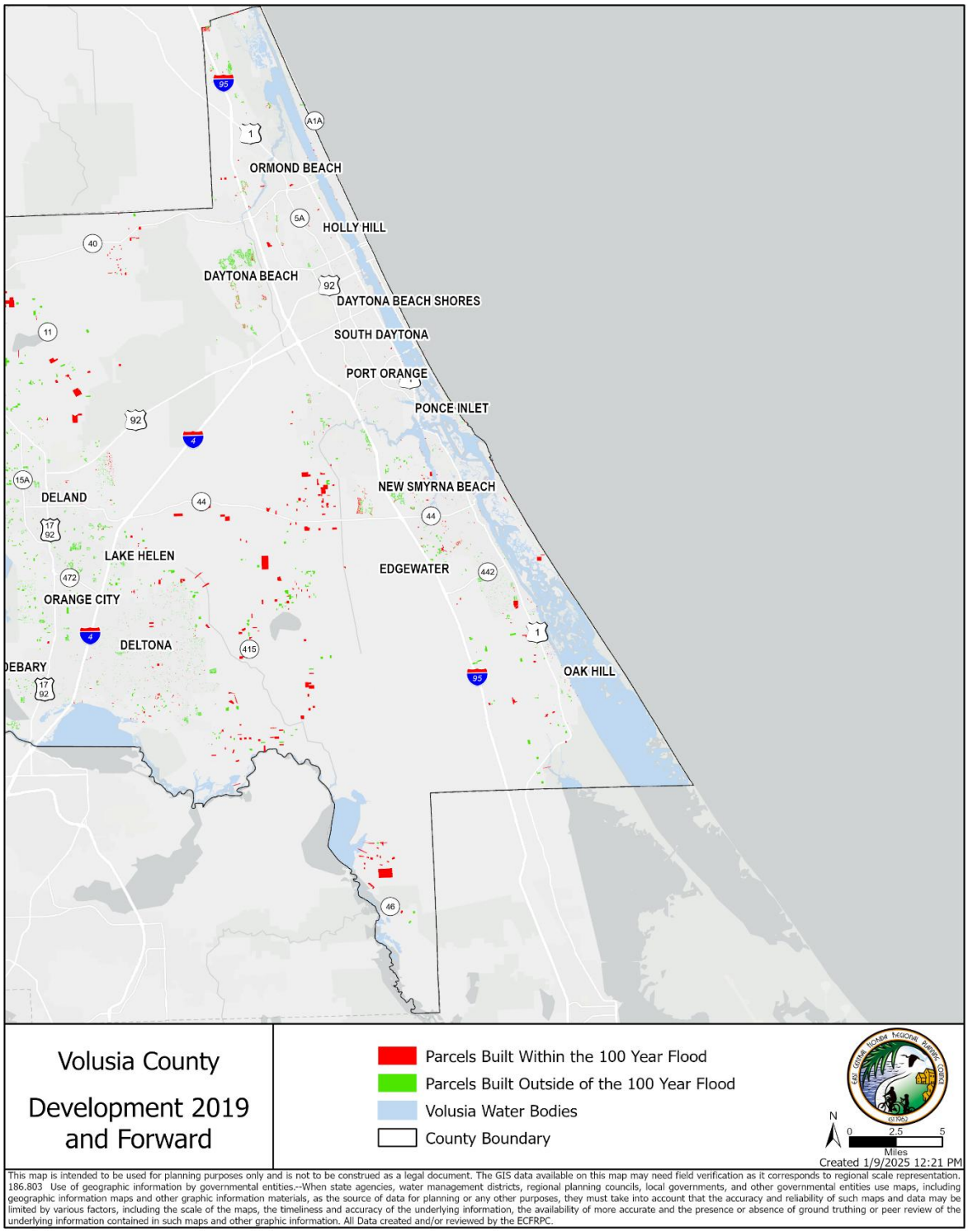
Since 2019, 6,005 properties have been built in the 100-year floodplain countywide. The total county taxable value of these new properties is $1,970,544,855 according to the ECFRPC analysis. The jurisdiction experiencing the most development is New Smyrna Beach. Daytona Beach is a close second.

For more information on recent developments in the hazard zones covered in this report, view the Vulnerability Assessment in Section 6.

Section 5: Figure 22: Development in 100-Year Floodplain since 2019. West Side of Volusia County



Section 5: Figure 23: Development in 100-Year Floodplain since 2019. East Side of Volusia County



Source: FEMA, Volusia County Property Appraiser, ECFRPC

SECTION 6 – VULNERABILITY ASSESSMENT

44 CFR Requirement

44 CFR Part 201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of: (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) An estimate of the potential losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

6.1 OVERVIEW

This section builds upon the information provided in Section 5: *Hazard Profiles* by identifying and characterizing an inventory of assets in Volusia County and then assessing the potential impact and number of damages that can be expected to be caused by each identified hazard event. The primary objective of the vulnerability assessment is to quantify exposure, and the potential loss estimates for each hazard. In so doing, Volusia County and its participating jurisdictions and partners may better understand their unique risks to identify hazards and be better prepared to evaluate and prioritize specific hazard mitigation actions.

This section begins with an explanation of the methodology applied to complete the hazard vulnerability assessment, followed by a summary description of the asset inventory as compiled for Volusia County. The remainder of this section focuses on the results of the assessment and is organized by hazard as listed below.

- **Natural**
  - Agriculture
  - Coastal Erosion
  - Drought
  - Extreme Temperature
  - Flood
  - Public Health Emergencies
  - Rising Coastal Waters
  - Severe Weather
  - Tornado
  - Tropical Cyclones
  - Wildland Fire
- **Manmade**
  - Civil Disturbance
  - Mass Migration
  - Terrorism

- **Technological**
  - Coastal Oil Spill
  - Critical Infrastructure Failure
  - HazMat/ Industrial Incident

6.2 ASSESSMENT METHODOLOGY

This vulnerability assessment was conducted utilizing three distinct methodologies based on an appropriate analysis of that hazard:

1. Geographic Information System (GIS)-based analysis
2. A qualitative analysis based on the risk to people, property, the environment, government operations, the public, first responders, continuity of operations, facilities and infrastructure, economic conditions, and public confidence in governance.

Each approach provides estimates for the potential impact of hazards by using a common, systematic framework for evaluation, including historical occurrence information. The results of the vulnerability assessment are provided for each identified hazard. The versions of HAZUS used for this assessment were 6.1 and 7.0. All versions of HAZUS are designed to conduct the same analyses for the same purposes.

GIS-Based Analysis

For the GIS-based assessment, digital data was collected from local, state and national sources. ESRI® ArcPro 3.4.0 was used to assess risk utilizing digital data including local tax records for individual properties and georeferenced point locations. Using these data layers, risk was assessed by estimating the assessed building value associated with properties determined to be in identified hazard areas. The critical asset inventory was compiled from FEMA's built-in asset inventory within HAZUS, the ECFRPC's critical asset inventory compiled for FDEP's statewide Resilient Florida Vulnerability Assessment, and additional assets provided by Volusia's jurisdictions. Parcel and land use data was retrieved from Volusia County's GIS Department and Property Appraiser.

To estimate population in hazard areas, Census 2020 population data by census block was obtained from HAZUS 7.0 and census blocks intersecting with hazard areas were used to determine improved property value, land value, building value, assessed value, taxable county value were obtained from Volusia County's Property Appraiser and properties intersecting with hazard areas were used to determine financial exposure and potential financial loss.

Census 2020 data was used for analyses as it is available by census block. There are other population estimates that are provided by reputable sources; however, they are only available at the jurisdiction level (e.g., county or city). When the next decennial census population data is available the county will consider reassessing the populations that are vulnerable to various hazards.

The objective of the GIS-based analysis was to determine the estimated vulnerability of people, buildings and critical facilities to the identified hazards for Volusia County using the best available geospatial data. In so doing, local databases made available through Volusia County such as local tax assessor records, parcel boundaries and critical facilities data were used in combination with digital hazard data. The results

of the analysis provided an estimated number of people, as well as the numbers and values of buildings and critical facilities determined to be potentially at risk to those hazards with delineable geographic hazard boundaries.

Financial exposure of parcels to hazards was assessed by intersecting parcel data to the extent of the hazards. Per the guidance of Volusia County Emergency Management, financial exposure to hazards for parcels with stacked properties was handled in two manners. Hazard analysis regarding wind, wildland fire, and sea level rise was conducted for all properties within a parcel, capturing the financial exposure of each floor within condominiums and other buildings. Hazard analysis regarding storm surge and FEMA flood zones was conducted only for first floor properties.

For storm surge, the data was retrieved from the National Oceanic and Atmospheric Administration's National Hurricane Center. The storm surge data is derived from the Maximum of the Maximum Envelope of High Water (MEOW), or MOM, which provides a worst case snapshot for a particular storm category. Each MOM considers combinations of forward speed, trajectory, and initial tide level. No single hurricane will produce the regional flooding depicted in the MOMs. Instead, the product is intended to capture the worst-case high-water value at a particular location for hurricane evacuation planning. The MOMs are also used to develop the nation's evacuation zones.

For wildland fire risk, the U.S. Forest Service's Wildfire Hazard Probability dataset was used to evaluate the wildfire risk for Volusia's critical assets. The Wildfire Hazard Probability dataset recognizes impervious surfaces as "non-burnable." As the majority of Volusia's critical assets are built on top of paved surfaces, they were marked as non-burnable by the dataset. However, due to the nature of wildfire and its ability to jump onto structures although they may be built upon impervious surfaces, geostatistical methods were employed to interpolate the fire risk for areas originally marked as non-burnable. The raster dataset provided by the U.S. Forest Service was altered to remove cells marked as non-burnable. This altered raster was run through Empirical Bayesian Kriging (EBK) to generate new wildfire risk scores for areas previously categorized as non-burnable. EBK is a geostatistical method utilized for making spatial predictions based upon existing patterns. Using EBK to fill in the gaps of the Wildfire Hazard Probability dataset allowed for a more comprehensive analysis of wildfire risk for the County's critical assets.

For tropical cyclone wind hazards, HAZUS 6.1 was used to run a probabilistic hurricane wind analysis. Probabilistic hurricane analysis is a method of predicting the likelihood of hurricane-related events by using a range of possible outcomes. This method can help to estimate the risk of hurricane damage and inform decision making. Return periods of 10, 20, 50, 100, and 500 were used to analyze peak wind gusts across Volusia County.

6.3 ASSET INVENTORY

An inventory of Volusia County's georeferenced assets was created in order to identify and characterize those properties potentially at risk to the identified hazards. By understanding the type and number of assets that exist and where they are located in relation to known hazard areas, the relative risk and vulnerability for such assets can be assessed. Three categories of assets were created and assessed through GIS analysis, including:

1. Improved Property: Includes properties with improved property (i.e., structures)

2. Critical Assets: Includes Volusia County's emergency operations centers, fire stations, police stations, schools and hospitals. This was derived from the FEMA HAZUS asset inventory and critical assets identified through the Volusia 2024 VA.

3. Transportation Infrastructure: Includes primary roads and active railroads.

Improved Property

Section 6 Table 1 displays total assessed value of improvements for unincorporated Volusia County and the incorporated areas with improved property.

Section 6: Table 1: Total Value of Improved Properties

JURISDICTION	TOTAL IMPROVED VALUE OF IMPROVED PROPERTIES
Daytona Beach	$11,412,838,706.00
Daytona Beach Shores	$2,643,078,172.00
DeBary	$2,829,659,586.00
De Land	$4,555,243,217.00
Deltona	$8,243,140,783.00
Edgewater	$2,478,786,764.00
Holly Hill	$1,108,379,506.00
Lake Helen	$273,588,377.00
New Smyrna Beach	$7,693,963,655.00
Oak Hill	$232,951,847.00
Orange City	$1,439,235,489.00
Ormond Beach	$6,202,742,902.00
Pierson	$145,434,493.00
Ponce Inlet	$1,426,666,290.00
Port Orange	$6,642,257,338.00
South Daytona	$1,215,618,172.00
Unincorporated	$14,307,435,560.00
TOTAL	**$72,851,020,857.00**

Source: Volusia County Property Appraiser Data (2024)

Critical Assets

Section 6 Table 2 lists Volusia County's critical facilities, as identified by each jurisdiction in Volusia County. A full listing of the critical facilities and their exposure to each hazard included in this vulnerability assessment is in **Appendix E**. This information is not available for public distribution as it contains sensitive information. The critical facilities data is on file with Volusia County Emergency Management.

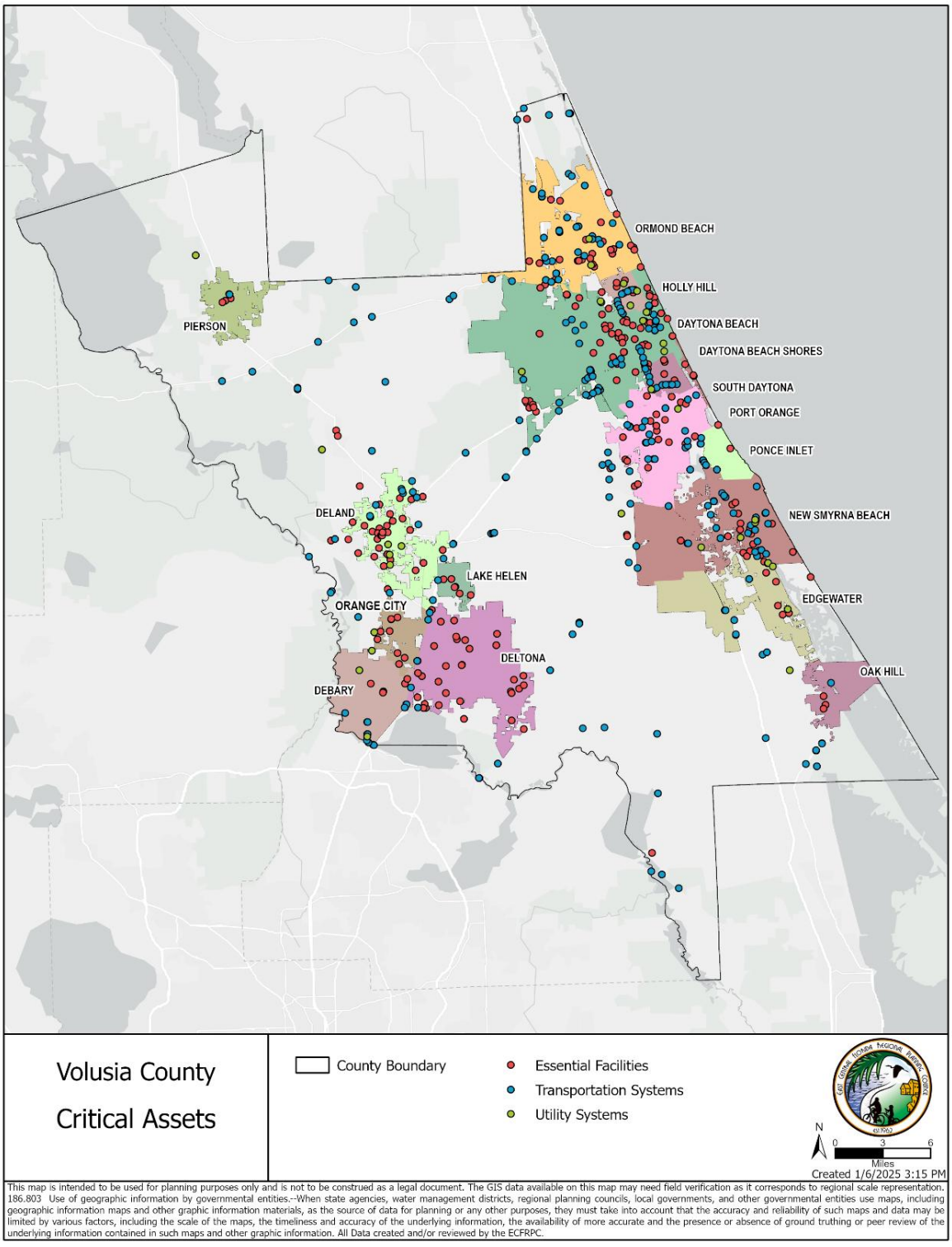
Section 6: Table 2: Number of Critical Facilities

JURISDICTION	Number of Critical Assets
Daytona Beach	74
Daytona Beach Shores	2
DeBary	7
DeLand	47
Deltona	27
Edgewater	14
Holly Hill	10
Lake Helen	6
New Smyrna Beach	28
Oak Hill	4
Orange City	9
Ormond Beach	31
Pierson	4
Ponce Inlet	2
Port Orange	22
South Daytona	6
Unincorporated	578
Multi-Jurisdictional	276
TOTAL	**1,147**

Source: All Jurisdictions (Cities, County), HAZUS

Section 6 Figure 1 illustrates the general locations of the critical facilities and infrastructure according to the current georeferenced point and line locations. Facilities were identified through a combination of jurisdiction-provided data, 2024 Vulnerability Assessments (VA), and HAZUS 7.0 asset inventory.

Section 6: Figure 1: Volusia County Critical Facilities



Source: All Jurisdictions (Cities, County), HAZUS

Transportation Infrastructure

Section 6: Table 3: Transportation Infrastructure

JURISDICTION	Railroad (mi)	Arterial (mi)	Collector (mi)	Interstate (mi)	Local (mi)	Ramp (mi)	Beach Ramp (mi)	Park (mi)
Daytona Beach	4.45	68.4	3.1	4.98	308	6.15	0.92	-
Daytona Beach Shores	-	5.19	1.04	-	5.94	-	0.65	-
DeBary	6.62	8.54	-	0.22	152	0.1	-	1.7
DeLand	0.64	16.94	9.38	-	190.73	0.25	-	-
Deltona	-	21.82	6.58	6.28	451.57	4.53	-	-
Edgewater	4.16	11.58	2.96	1.11	140.82	0.71	-	-
Holly Hill	2.86	6.42	-	-	59.51	-	-	-
Lake Helen	-	0.34	6.17	1.11	31.54	0.62	-	-
New Smyrna Beach	7.77	22.38	3.45	4.7	189.3	1.91	1.58	0.32
Oak Hill	1.2	4.74	1.03	-	25.39	-	-	-
Orange City	-	11.35	0.69	-	70.78	1.14	-	-
Ormond Beach	8.88	22.84	12.68	3.41	236.01	1.29	0.49	-
Pierson	3.07	3.11	3.36	-	27.44	-	-	-
Ponce Inlet	-	-	3.03	-	15.21	-	0.17	0.69
Port Orange	4.97	28.86	1.81	5.79	282.03	1.51	-	0.25
South Daytona	2.75	4.38	1.35	-	53.29	-	-	-
Unincorporated	48.06	188.64	133.22	45.91	1353.43	12.95	0.22	2.17
TOTAL	95.43	425.53	189.85	73.51	3592.99	31.16	4.03	5.13

Source: Volusia County GIS, ECFRPC

6.4 AGRICULTURE

Vulnerability

Agriculture in Volusia County is a sector that encompasses crops, livestock, and environmental resources. This sector is vulnerable to a variety of threats, including infestations, invasive species, and diseases. Infestation or disease in agriculture refers to the significant increase of biological entities such as insects, rodents, bacteria, or viruses in a given area, which can adversely affect crops, threaten human and animal health, damage valuable crops, or lead to the loss of significant environmental resources.

In Volusia County, common agricultural threats include infestations by mosquitoes, citrus greening, southern pine beetle, Florida dampwood termites, rats, and noxious plants like the Brazilian pepper tree. These threats can impact key agricultural crops such as citrus, vegetables, and ornamental plants. For instance, citrus greening, a bacterial disease, severely affects citrus crops, leading to significant economic losses. Similarly, the southern pine beetle can devastate pine forests, impacting timber production, while invasive species like the Brazilian pepper tree can outcompete native plants and disrupt local ecosystems. Livestock in Volusia County, including cattle, poultry, and horses, are also at risk from various diseases. Diseases such as foot-and-mouth disease and avian influenza can spread rapidly, causing substantial harm to livestock and posing a risk to human health. Contaminated water supplies used for irrigation or livestock drinking water can exacerbate these issues, leading to widespread problems for all residents in and near Volusia County.

The overall vulnerability of Volusia County and its jurisdictions to agricultural diseases and pests is low. Although there is not a large percentage of farmland in the county, disease can spread quickly if response is not immediate. The cities of Oak Hill and Pierson and unincorporated parts of Volusia County are most vulnerable to agricultural incidents because this is the largest area of farmland countywide. Climate change may exacerbate agricultural threats via the movement of invasive species. **Section 6: Figure 2** displays the areas of the county with the most vulnerability. The Western and Southern portions of the county are at highest risk.

Impacts

Environmental impacts include ecosystem disruption through the destruction of crops, contamination of soil and water, and displacement of native species by invasive plants. These disruptions can lead to the loss of biodiversity, affecting the region's ecological balance. There are many natural springs located on the west side of the county, such as Blue Springs, DeLeon Springs, Green Springs, and Gemini Springs, that attract tourism and protect native species.

On top of having profound ecological impacts, invasive species cost Floridians over $500 million each year; these costs include monitoring, testing, management, eradication, and restoration efforts. Future conditions may exacerbate the concern. Temperature changes, extended growing seasons, and altered rainfall patterns can support the spread of organisms into new territories. Additionally, as climate zones shift, the natural predators of pests might not migrate at the same rate, potentially leading to an imbalance where pest populations can grow unchecked. The probability of invasive species continuing to impact Volusia County is considered likely, occurring once a year or more. The economic impact of agricultural infestations and diseases in Volusia County can be profound, especially for the South and Western parts of

the county where there is a significant agriculture presence. Financial losses can result from crop destruction, decreased yields, and the costs associated with pest control and disease management. This is particularly relevant for Enterprise and Pierson.

Public health, especially of residents living in proximity to agriculture, is another critical area affected by agricultural threats. Additionally, vector-borne diseases spread by pests like mosquitoes, such as West Nile virus, dengue fever, and Zika virus, pose direct health risks to the public.

Responders dealing with agricultural infestations or disease outbreaks face health risks if exposed to harmful organisms or chemicals. Ensuring the safety of responders requires robust safety protocols, including the use of personal protective equipment (PPE) and decontamination procedures. Despite these risks, the continuity of operations in most sectors is unlikely to be significantly impacted by agricultural infestations or diseases. Essential services and functions can generally continue with minimal interruption. However, ensuring the continuity of operations for emergency response agencies is critical to effectively managing these threats.

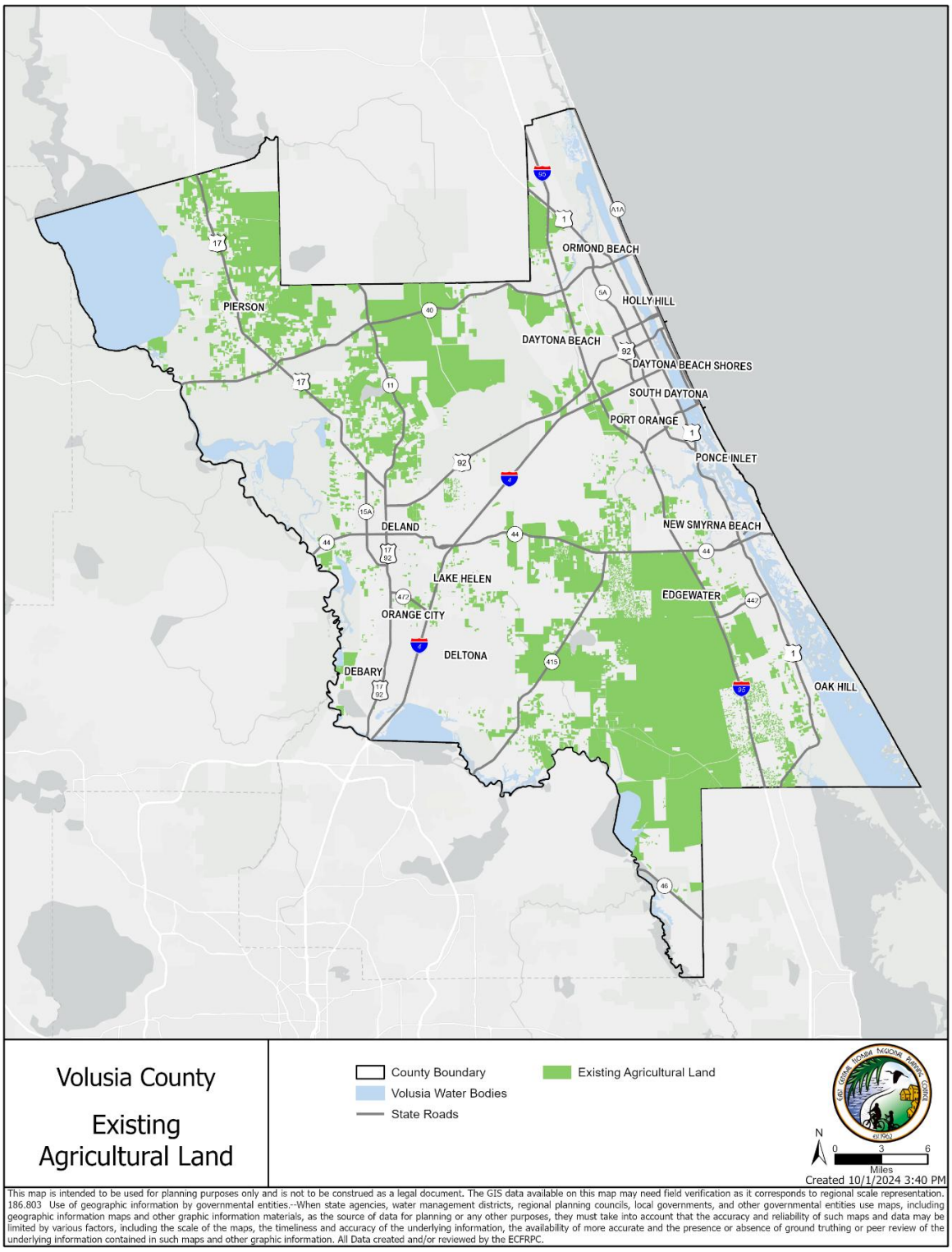
Agricultural infestations and diseases are also unlikely to directly impact property, facilities, or infrastructure in urbanized areas of the county. The primary effects are concentrated on the agricultural lands. To mitigate these risks, it is essential to implement robust surveillance systems to detect and respond to biological threats quickly. Regular monitoring of crops, livestock, and the environment for signs of infestation or diseases is crucial. Education and training programs for farmers, agricultural workers, and first responders are necessary to ensure they can recognize and respond to agricultural threats effectively.

Clear communication channels between local, state, and federal agencies are vital for a coordinated response. This includes mutual aid agreements and support from the Florida Division of Emergency Management (FDEM). Emergency preparedness plans should be developed and regularly updated to include specific protocols for addressing agricultural infestations and diseases, covering containment, decontamination, and recovery processes.

Investing in research to develop resilient crop varieties and livestock breeds that are less susceptible to diseases is also important. Promoting the development of rapid detection technologies for pests and pathogens can enhance the county's ability to respond to agricultural threats. Every jurisdiction must integrate pest management (IPM) practices that can control pest populations using environmentally sustainable methods, such as biological control, habitat manipulation, and resistant crop varieties.

In conclusion, while Volusia County's agricultural sector faces low risks from infestations, invasive species, and diseases, proactive measures can significantly reduce these risks and mitigate their impacts. By enhancing surveillance, improving coordination, and investing in education and research, the county can better protect its agricultural assets and ensure food security. Comprehensive planning and preparedness efforts can minimize the overall public health, environmental, and economic impacts of agricultural threats. Existing land use was derived from parcel data provided by Volusia County GIS as seen in **Section 6 Figure 2**.

Section 6: Figure 2: Existing Agricultural Land in Volusia County



Source: Volusia County Property Appraiser, ECFRPC

6.5 COASTAL EROSION

Vulnerability

Coastal erosion is a significant concern for Volusia County, with all coastal areas prone to this natural process. Nearly half of the county's 47 miles of shoreline are considered critically eroded. While the population is not explicitly threatened by coastal erosion, the economic impact on beachfront properties can be substantial. Coastal erosion is typically measured as the annual shoreline change for a given beach cross-section over a long period.

Coastal erosion poses a considerable threat to beachfront properties within five jurisdictions of the county, as well as unincorporated areas. More than 5,000 properties are at direct risk, representing over $800 million in property value. Properties at the highest risk are those with low elevations, as wave action and dune degradation can compromise the integrity of the lot foundation. Properties with lower foundations, or those not elevated above the base flood elevation, are at higher risk for water damage, loss of personal property, electrical damage, structural collapse, and, in rare instances, loss of life.

Daytona Beach Shores and New Smyrna Beach are particularly vulnerable to coastal erosion due to their extensive shoreline properties. Additionally, storm surge presents a unique financial challenge, as beachfront properties are typically high value. Volusia County has engaged in beach renourishment activities and hardening shorelines with gray infrastructure, such as seawalls, and green infrastructure, such as living shorelines. Continued development along the shorelines and storm surges increasing in intensity and frequency contribute to the vulnerability of the coastal cities in Volusia County.

Impacts

The county's Lifeguard Headquarters and Administration Building, located on the beach in Daytona Beach, provides public safety and lifeguard services to the entire beach area. The Ponce Inlet Lighthouse, another significant site, has undergone extensive work by the U.S. Army Corps of Engineers to re-nourish the sand and install rock jetties to protect the area.

There are two piers with restaurants vulnerable to storm surge, including Joe’s Crab Shack on the Main Street Pier, which is a major tourist attraction in Daytona Beach’s Boardwalk Entertainment Area. The entire shoreline, along with condominiums, residential homes, businesses, and restaurants, can be susceptible to coastal erosion depending on the strength and direction of storms. The North Peninsula State Recreation Area in Ormond-By-The-Sea and the A1A roadway in that area are at higher risk than other county areas, although it remains mostly undeveloped.

Coastal erosion can be a consequence of tropical storms, hurricanes, and nor'easters. Homes and structures built along the coastline may be damaged or even destroyed during these events, with protective dunes potentially obliterated. All property along the coast of Volusia County is at risk, with private property in some areas losing inches or feet of beach each year. Coastal erosion has caused over $400 million in damage.

The environment is highly vulnerable to coastal erosion. Erosion can occur via wind or water, leading to sedimentation in waterways, loss of habitat for coastal ecosystems, and changes in coastal geomorphology. Protective dunes on the shore may be reduced or washed away in hurricanes and high surf, further exacerbating erosion issues.

Responders are not directly impacted by coastal erosion, and the Volusia County Emergency Management Division will not face issues in continuing operations and delivering services due to this hazard. Although coastal erosion does not directly threaten program operations, as the Volusia County Emergency Operations Center is located 20 miles inland, the public faces numerous consequences. Homes can collapse into the ocean, and critical utilities and roadways may be compromised if beaches erode, and water inundates their systems. Coastal erosion also affects many public beaches in Volusia County, leading to the loss of recreational areas and potential destruction of private property and homes. In some rare cases, homes and businesses may fall into the ocean.

The consequences for the environment from coastal erosion are severe. Erosion by wind or water can deplete coastal ecosystems, reduce protective dunes, and cause sand and soil to enter water and sewer systems, leading to public and environmental issues. Coastal erosion is costly, with beach nourishment expenses averaging around $2.00 per cubic yard, placing a financial burden on local economies.
Despite these challenges, public confidence in government should not be significantly impacted by coastal erosion, as rapidly eroding beaches remain a high priority for nourishment efforts.

Coastal erosion also impacts tax revenue as some residents may choose to move away or cannot afford to fix a property after a storm. This can lead to condemned buildings that are unsightly and unsafe.

Section 6 Table 4 provides the number of people and number and value of improved properties that are susceptible to coastal erosion. Coastal erosion is very likely to continue impacting the coastal areas of Volusia County. Jurisdictions with critically eroded beaches in Volusia County actively participate in the federal beach nourishment program.

Section 6: Table 4: Total Exposure from Coastal Erosion for Ocean Shorelines & Lagoons

JURISDICTION	AT-RISK AREAS (within 250 feet of shoreline)		
	Total Number of Properties at Risk	Total Improved Value of Buildings at Risk	Total County Taxable Value
Daytona Beach	3914	$1,573,304,260.00	$1,137,404,025.00
Daytona Beach Shores	522	$317,920,506.00	$263,536,865.00
Edgewater	318	$351,929,936.00	$224,619,720.00
Holly Hill	647	$255,000,654.00	$200,624,664.00
New Smyrna Beach	3947	$2,905,660,684.00	$2,029,296,261.00
Oak Hill	391	$164,494,791.00	$92,141,021.00
Ormond Beach	1362	$1,303,941,624.00	$953,112,793.00
Ponce Inlet	615	$368,335,931.00	$255,695,564.00
Port Orange	777	$377,236,994.00	$230,213,454.00
South Daytona	439	$196,332,861.00	$140,465,685.00
Unincorporated	5080	$2,701,737,784.00	$1,903,028,923.00

Sources: Volusia County Property Appraiser Data (2024), Florida Fish and Wildlife, ECFRPC

6.6 DROUGHT

Vulnerability

Volusia County and its jurisdictions are uniformly vulnerable to drought and overall vulnerability to drought is high. During the dry months of the year, drought can cause serious consequences and have compounding effects. Tactics such as water usage restrictions are implemented to save water. Extreme temperature events are increasing in frequency and intensity deepening vulnerabilities. Volusia County and its jurisdictions have continued to increase in population and the continuous growth is expected to worsen residents' vulnerabilities the water shortages.

Impacts

Typically associated with crop damage rather than damage to the built environment, droughts can have significant secondary effects. Historical data indicate that drought conditions have led to wildfires in the years 1985, 1988, 1998, and 2009. These conditions can impact the Florida Aquifer, affecting the water supply for Volusia County residents, many of whom rely on personal wells or the county's public water supply, which is also drawn from wells.

Drought can lead to substantial crop loss, livestock reductions, and disruption of fish habitats. Furthermore, it is often associated with an increased wildfire threat, placing both human and wildlife populations at heightened risk. The environment is at risk from drought. Vegetation and sensitive ecosystems can suffer without adequate water, and stream flows may be reduced, impacting riparian and riverine ecosystems. Reduced lake and canal depths can impact boating traffic and access to certain waterways, diminishing property values in these locations. Notably, the Lake Beresford area in DeLand, which attracts tourists for fishing and houseboat rentals, could suffer from severe drought conditions. The St. John's River, which runs from south to north, can also be affected by droughts occurring as far south as Lake Okeechobee.

Although droughts do not directly affect the building stock within the county, they can cause numerous indirect losses to personal property and critical facilities. For instance, agricultural areas, especially in the northwest part of the county including the Town of Pierson, are particularly vulnerable. Losses within the agricultural industry can have a cascading effect on local businesses, such as those selling tools or heavy machinery, resulting in indirect financial losses. Consequently, residents may lose jobs, leading to a net economic loss for the county. Therefore, the most significant losses from drought are financial rather than physical, unlike other hazards.

The secondary physical impact of drought is the potential for sinkholes. Both excess rainfall (flooding) and drought conditions can negatively affect Florida's limestone bedrock. Thus, sinkholes represent a primary physical risk to the county's building stock due to drought conditions. The western portion of the county is particularly vulnerable to this because sinkholes happen more commonly than the eastern side of the county. Droughts can also result in increased wildfire activity. For instance, the 1998 drought directly contributed to wildfires that burned over 163,000 acres. Drought can significantly impact the county's economy, with the agricultural and natural resources industries contributing $781 million annually. An extended period of drought could seriously harm this sector.

Public confidence in government is unlikely to be significantly affected by a drought occurrence, as these are common occurrences in Florida. Insurance and assistance programs are widely available to farmers.

The public may not always experience direct consequences of drought, but government-imposed water restrictions may affect residential lawns and gardens. Chapter 50, Article III Minimum Environmental Standards, Division 8 Water Conservation references watering restrictions required for all jurisdictions within Volusia County.

Overall, program operations are not impacted by drought conditions. Responders are generally not impacted by drought, although caution and adequate hydration are necessary during extreme heat. Historically, the Volusia County Emergency Management Division has not faced issues continuing operations and delivering services during droughts events.

While homes, businesses, critical facilities, and infrastructure are generally not significantly impacted by drought and extreme heat, certain hydrologic processes, such as irrigation capacities and tourism-related activities (e.g., lakes and golf courses), can be affected. The St. Johns River Water Management District may restrict lawn irrigation, impacting residences and golf courses. Additionally, wells may reach dangerously low levels.

People are at risk from drought due to its negative effects on agriculture and livestock, which may impact long term food supplies. Farmers are the most directly affected by drought. Property may be at high risk from drought under extreme circumstances. Extended drought periods can significantly impact agricultural products and farmlands, particularly the fern industry in Volusia County, which experienced droughts in 1981, 1985, 1998, 1999, and 2000.

6.7 EXTREME TEMPERATURE

Vulnerability

Overall vulnerability to extreme temperature is medium in Volusia County and its jurisdictions. While property is unlikely to be affected by extreme temperature conditions, unhoused populations are highly vulnerable to extreme heat with approximately 700 unhoused citizens between Flagler and Volusia counties on any given day as of 2024[1]. Extreme temperatures can also pose greater vulnerabilities on outside workers, the elderly, and infant populations. Extreme temperatures would make all of Volusia County and its jurisdictions equally vulnerable.

Agricultural areas are the most vulnerable areas to extreme temperatures. However, damage to critical facilities, businesses and homes can occur as a result of these events. Annualized losses for these events are very hard to measure. Existing fauna and animals are also vulnerable to extreme temperatures with the possibility of migration or fatalities.

Impacts

Extreme temperatures have significant impacts when they occur. Winter storms can range from moderate snow over a few hours to blizzard conditions lasting several days. Ice storms, which occur when moisture falls and freezes upon impact, can cause widespread power outages, bring down trees, damage property, and result in fatalities and injuries. Extreme heat events are more common and pose significant challenges to Volusia County. Extreme heat is defined as temperatures that hover 9 degrees or more above the average high temperature of 90°F for the region and last for three or more consecutive days. These events can lead to widespread impacts:

All existing and future buildings, facilities, and populations in Volusia County are considered to be exposed to extreme temperature. The potential impacts include:

- **Public Risks:** All populations of Volusia County are vulnerable to extreme temperatures. Hypothermia and frostbite or heat illness are significant concerns, especially for vulnerable populations such as the elderly, young children, and the unhoused. Power outages can lead to HVAC failures, increasing the risk of illnesses. Heat exhaustion and heatstroke are serious health concerns, particularly for the elderly, children, outdoor workers, and those with pre-existing health conditions. Increased electricity demand for air conditioning can strain the power grid and lead to outages, leaving residents without cooling during the hottest periods. There is a growing concern for the unhoused population and extreme heat as climate change continues to impact frequency of events.
- **Responders' Risks:** Icy conditions can hinder emergency response, delaying response times. First responders must be prepared for the cold and heat to ensure they have the necessary equipment to operate safely. First responders must take precautions during extreme heat events to avoid heat-related illnesses. Ensuring adequate hydration and monitoring for signs of heat exhaustion and heatstroke are critical.
- **Property and Infrastructure:** Ice can accumulate on power lines, leading to outages that affect homes, businesses, and critical facilities. Burst pipes due to freezing temperatures can lead to

[1] https://www.vfcch.org/#:~:text=There%20are%20over%20600%2C000%20people,in%20Volusia%20and%20Flagler%20Counties.

significant water damage. Winter storms tend to affect transportation infrastructure (such as bridges and boat traffic) in addition to power sources. Consecutive high heat days may overload the electrical grid, also leading to power outages. Prolonged high temperatures can cause roads and bridges to expand and crack, leading to maintenance challenges. Power lines and transformers are also more likely to fail under high demand and heat stress.

- **Environmental Impact:** Wildlife may struggle to find food and shelter, and plants not adapted to extreme temperatures may be damaged or killed. Water bodies can warm, leading to reduced oxygen levels that harm aquatic life. Vegetation can suffer from heat stress, leading to reduced crop yields and increased wildfire risk.
- **Economic Impact:** Agricultural areas, particularly the Town of Pierson known as the "Fern Capital of the World," are vulnerable to severe financial losses. Transportation infrastructure, such as bridges and boat traffic, can also be affected, impacting the economy further. Moreover, areas heavy with agriculture could be at greater risk from an economic perspective, as these land uses can incur heavy losses during extreme temperatures. Extreme heat is associated with drought, thus can severely impact the agricultural sector. The annual economic impact of Volusia County's agriculture and natural resources industries is $781 million. An extended period of heat could seriously impact this.

Consequences for the public from extreme temperatures are the potential loss of power, with the unhoused population being the most affected. Shelters may need to be opened during these events. Public confidence in government is likely to remain stable during such events as they are rare in the county.

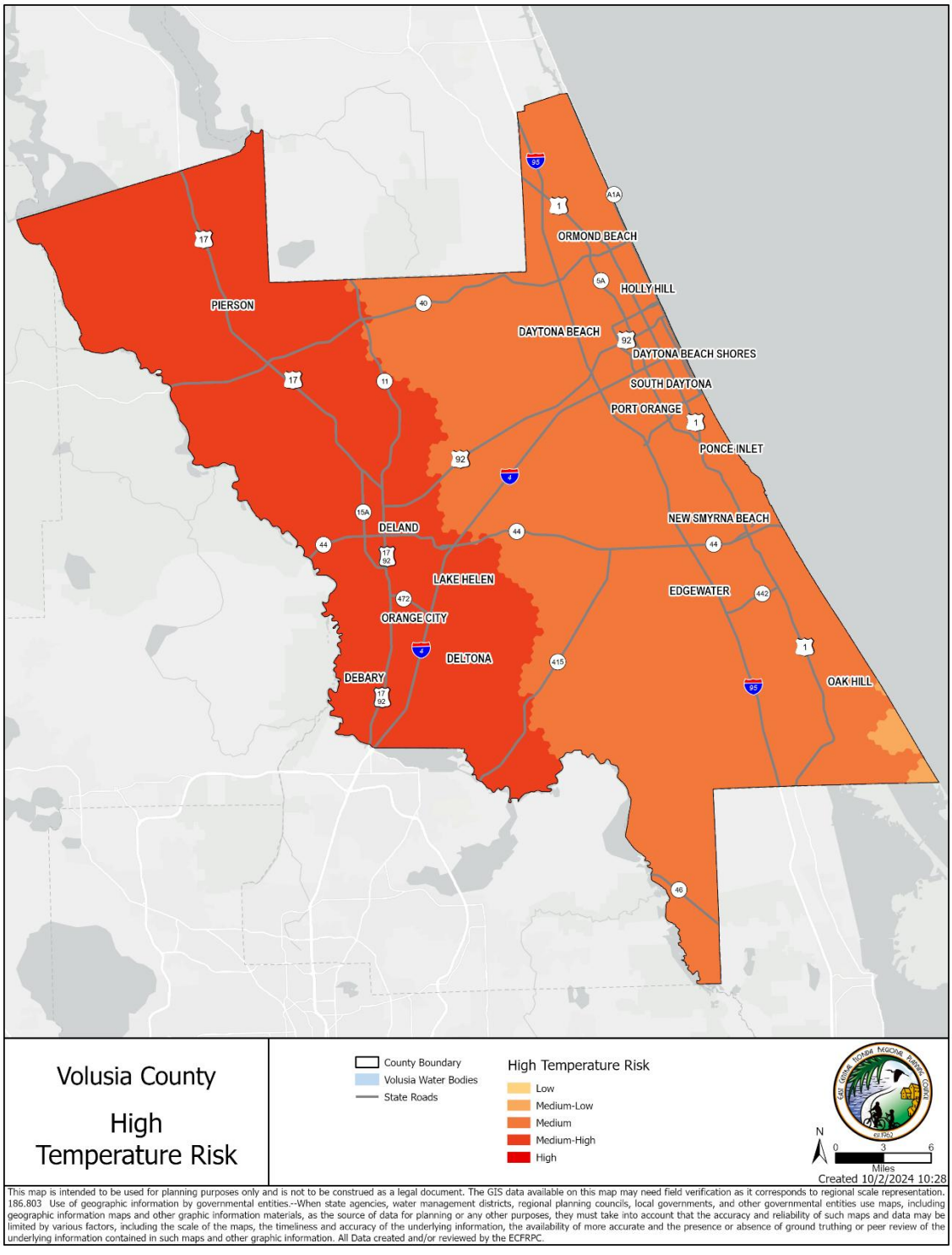
Responders are not expected to be adversely impacted due to the limited duration of extreme temperatures in Volusia County. Government operations are expected to continue during these events, with Volusia County Emergency Management maintaining operations through redundant power, IT, and communication systems.

Consequences of extreme heat on the public are not always direct but include impacts on agriculture and the food supply. Water restrictions may be implemented, affecting residential lawns and gardens.
Responders must exercise caution in extreme heat, ensuring adequate hydration. Historically, Volusia County Emergency Management has not faced significant issues in continuing operations during extreme heat events. Program operations are expected to continue without significant disruptions.

The data used for the extreme high temperature risk map in **Section 6 Figure 3** was derived from the ECFRPC's Resilience Collaborative Risk Assessment. Dr. Christopher Emrich from the University of Central Florida developed this data through the VMAP platform.

Overall, extreme heat poses a more consistent threat to Volusia County compared to extreme cold. While extreme cold events are rare, they can cause significant disruption and damage when they occur. Extreme heat is more common and presents ongoing challenges to public health, infrastructure, and the environment. Both types of extreme temperatures require effective preparedness and response plans to mitigate the impacts on the county's residents, infrastructure, and natural resources.

Section 6: Figure 3: Extreme Heat Risk in Volusia County[2]



[2] https://www.hazardrisk.org/

6.8 FLOOD

Vulnerability

Flooding is one of the most destructive and costly natural hazards, not only in Volusia County but across the United States. FEMA identifies flooding as the most expensive natural hazard in terms of damage, with long-term psychological and economic impacts for affected communities. While all 50 states are at risk for flooding, Volusia County faces unique vulnerabilities due to its geography, environmental systems, and population distribution.

The overall vulnerability to floods in Volusia County and its jurisdictions are high. With several large bodies of water in the county and municipalities including Lake Monroe, Indian River Lagoon, Tomoka River, Halifax River, and the St. John's River; the community is very vulnerable to flooding. Enforcing floodway restrictions and building codes reduces vulnerability; however, with heavy rains caused by severe weather and tropical cyclones, flooding is possible in any jurisdiction of the county.

Flooding in Volusia County typically results from prolonged rainfall, storm surges, or overflow from rivers and streams. Although flash flooding, characterized by rapidly rising water, does not occur in the county, localized flooding can cause significant damage and disruption. An inch of water in a home can cause extensive property damage and standard homeowner's or renter's insurance policies do not cover flood-related losses, making homeowners vulnerable. A separate National Flood Insurance Program (NFIP) policy must be purchased to provide coverage. Unfortunately, many residents without flood insurance may receive little to no assistance in repairing their homes and property following a flood event. The frequency of flooding events has continued to increase and each year the recovery costs rise.

Properties most vulnerable to flooding damage are those with the lowest elevations. While a flood zone can envelop properties at a specified range of elevations, the variability in the elevations within those zones make certain buildings more prone to flooding damage than others. Additionally, structures that are located below the roadway system adjacent to the building (without a bio-swale buffer) are at extreme risk for flooding, as transportation networks are among the first areas to become inundated in a flood situation.

Many critical facilities are located within the 100-year floodplain. Adverse to the results when analyzing properties within each zone on a county level, the majority of critical facilities that are located within a flood zone in Volusia County are located within Flood Zone 'A'. A majority of the critical facility structures located within the 100-year floodplain are located in Volusia County's beach side communities. These include fire stations in New Smyrna Beach, Ponce Inlet, Daytona Beach Shores, Daytona Beach and Ormond Beach. There are hospitals at risk in low lying areas in Orange City and DeLand. Maytown Road in Oak Hill to Osteen/Enterprise is not an evacuation route because of repeated flooding. It is recommended that the County and all jurisdictions within the county enact policies to limit or disallow future development within the 100-year floodplain.

To assess flood risk, a GIS-based analysis was used to estimate exposure to flood events using FEMA's preliminary Digital Flood Insurance Rate Map (DFIRM) data in combination with local tax assessor records. The determination of assessed value at-risk (exposure) was calculated using GIS analysis by summing the total assessed building values for improved properties that were confirmed to be located

within an identified Zone A/AE (100-year floodplain), Zone VE (100-year coastal flood zone, associated with wave action), and Zone X (500-year floodplain). This analysis is parent parcel data. It is recommended that the flood analyses be revised once new flood maps are available. Flooding can impact all populations, primarily those who live, work or recreate anywhere within the county. Flooding can also cause property loss to structures located within the 100-year floodplain.

Section 6 Table 5 lists the number of properties that are in both 100-year (A/AE) flood zone and 500 (X) flood zone, and the total value of the properties in the zones. This includes the entire property, although only a portion of the property may be located within the flood zone. The table corresponds with **Section 6 Figure 5**, which depicts all flood hazard zones. For a listing and generalized map of all Repetitive Loss Properties within the County and its 16 jurisdictions, please reference the 2025 Floodplain Management Plan. The table below summarizes types of flooding advisories.

Section 6: Figure 4: National Weather Service Alerts

Alert	Criteria
Flood Watch	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flooding. A flood watch implies a longer period of relatively lighter rains, adding up to a large amount of rain. Longer-term flooding implies a slower or steadier rise in the water levels of creeks, streams and larger rivers. Roads can also become flooded, but it is usually more gradual, allowing motorists to monitor conditions more closely.
Flood Warning	A Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Flash Flood Watch	Implies a shorter period of heavier rain. Generally, if flooding is expected within six hours of the onset of rain, a Flash Flood Watch is most appropriate. Flash flooding by definition suggests rapidly rising water, such as a surge of water heading rapidly downstream in a creek or small river. It could also be rapidly rising water on roadways, which can cause motorists to become stranded in vehicles, or even worse, washed into creeks and small rivers due to rapid runoff.
Flash Flood Warning	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flash flooding: A Flash Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flash flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Urban and Small Stream Advisory	Flooding of small streams, streets and low-lying areas, such as railroad underpasses and urban storm drains is occurring.

Source: National Weather Service

Impacts

Flooding can devastate homes and businesses, washing away entire structures or causing irreparable damage. Roads and bridges may be washed out, limiting access to essential services and isolating

communities. In some cases, flooding is a secondary hazard following a hurricane or tropical storm. Critical infrastructure, including utilities, emergency response facilities, and government buildings, is also at risk.

Structural damage because of flooding can result in a loss of electricity, which can cause communication problems throughout the county. Moreover, physical damage due to water can result in the loss of personal property (for business owners and homeowners), while heavy, often expensive equipment located within critical facilities can be damaged.

The Volusia County Emergency Operations Center is not located within an SFHA, but access roads and surrounding areas may be impacted by severe flooding. During extreme flood events, access to the EOC could become difficult. Contingency plans, such as the use of Volusia County Sheriff's Office helicopter assets or all-terrain vehicles, are in place to maintain operations.

Flooding poses a significant risk to Volusia County's sensitive ecosystems. Riverbed erosion caused by floodwaters introduces sediments into waterways, potentially clogging stormwater systems and affecting water quality downstream. Floods can also carry hazardous materials and pollutants into rivers and streams, damaging aquatic habitats and riparian ecosystems. Additionally, nutrient-rich runoff, such as water released from Lake Okeechobee into the Intracoastal Waterway, can lead to algal blooms and oxygen depletion in rivers, causing fish die-offs. Although historical data on environmental impacts specific to Volusia County is limited, these events highlight the need for proactive monitoring and mitigation efforts.

The consequences of flooding on the public can be severe. Floodwater can trap individuals in vehicles or homes, leading to injuries or fatalities. Recovery from a flood is often costly and time-consuming, taking weeks, months, or even years for individuals and communities to fully recover. For uninsured residents, the financial burden can be insurmountable.

Economically, flooding disrupts transportation, agriculture, business continuity, and government services. Agricultural areas, a key component of Volusia County's economy, are particularly vulnerable to flood damage. Historical data shows that between 1994 and 2009, 11 major flood events caused over $100 million in agricultural related damage in the county. The frequency of flooding events has continued to increase and each year the recovery costs rise.

Responders face significant challenges during flood events, including swift water rescues and navigating damaged or obstructed infrastructure. For instance, during Tropical Storm Fay, responders conducted numerous water rescues, highlighting the risks to both citizens and emergency personnel. Despite these challenges, the VCEOC has historically remained operational during flood events. Mutual aid agreements, including the Emergency Management Assistance Compact (EMAC), allow Volusia County to request additional resources and support during significant incidents.

To reduce the impact of flooding and maintain public confidence, Volusia County has implemented several education and mitigation initiatives. In collaboration with FEMA, NOAA, USACE, FDEM, ECFRPC, and the Florida Department of Insurance, the county provides residents with information on flood risks and the importance of flood insurance. During the NFIP mapping process, public outreach efforts invited residents to learn about flood vulnerabilities and mitigation options.

Volusia County Emergency Management has distributed over 5,000 NOAA weather radios to mobile home residents and created social media campaigns to disseminate critical information during flood events. The county has also developed an app for mobile devices.

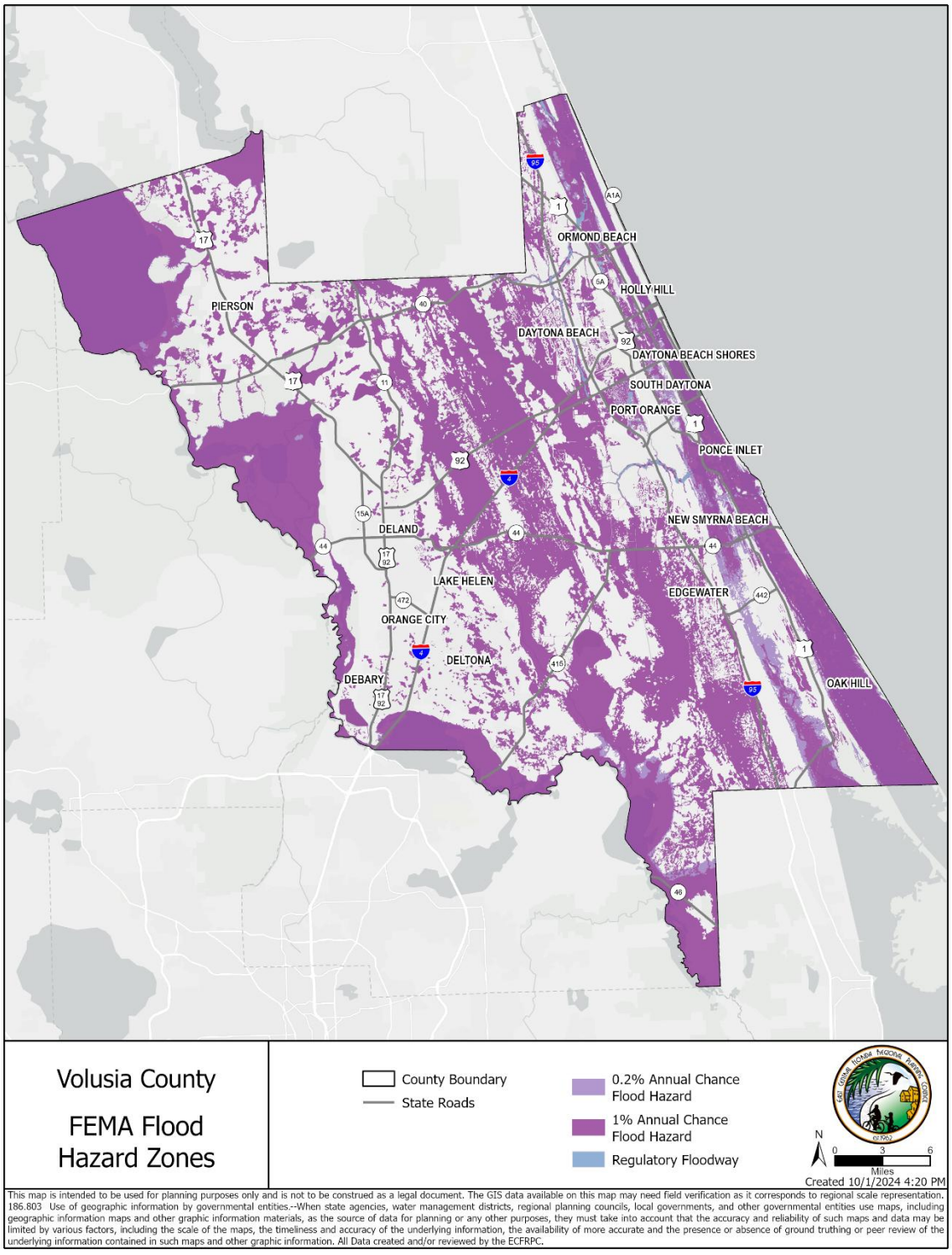
Mitigation activities, combined with education and public awareness campaigns, play a crucial role in reducing the financial and social burden of flooding while fostering community resilience. These efforts ensure that residents and businesses are better prepared to recover quickly and effectively after a flood event.

Section 6: Table 5: Property Exposure to Flood Hazard Zones

Jurisdiction	Number of Properties	Total Improved Value	County Taxable Value
Daytona Beach	13,847	$6,658,435,543	$4,082,706,747
Daytona Beach Shores	507	$437,389,147	$373,912,678
DeBary	1,387	$590,820,327	$340,103,975
DeLand	369	$234,887,960	$120,198,104
Deltona	5,522	$1,545,648,555	$668,644,860
Edgewater	1,564	$690,712,173	$417,012,709
Holly Hill	3,160	$18,630,680	$14,443,385
Lake Helen	288	$755,792,246	$502,823,799
New Smyrna Beach	10,556	$78,324,628	$36,649,988
Oak Hill	891	$5,286,195,924	$3,238,539,783
Orange City	74	$268,013,123	$143,174,110
Ormond Beach	5,093	$254,676,169	$131,349,031
Pierson	163	$2,993,289,460	$2,032,959,092
Ponce Inlet	1,083	$37,715,903	$17,576,761
Port Orange	8,567	$683,896,424	$450,947,795
South Daytona	4,311	$3,029,147,801	$1,859,130,800
Unincorporated	31,415	$1,285,011,052	$765,792,886
TOTAL	**88,797**	**$24,848,587,115**	**$15,195,966,503**

Source: EFCRPC, FEMA, Volusia County Property Appraiser

Section 6: Figure 5: Flood Zones in Volusia County



Source: FEMA

6.10 PUBLIC HEALTH EMERGENCIES

Vulnerability

Public health emergencies encompass a range of incidents, including disease outbreaks, pandemics, and mass casualty events that place extraordinary strain on healthcare systems. These emergencies may arise from natural causes, accidental exposure, or intentional acts, such as bioterrorism. Under Section 319 of the Public Health Service Act (42 U.S.C. § 319), the Secretary of the Department of Health and Human Services (HHS) has the authority to declare a public health emergency, which often prompts hospitals and other healthcare providers to exceed their normal operating capacities.

Volusia County's overall vulnerability to public health emergencies is medium. The people of Volusia County are highly vulnerable to the spread of disease due to the population size and proximity to tourist hotspots with travelers from all over the country and the world. All jurisdictions in the county are similarly vulnerable.

All residents of Volusia County are potentially vulnerable to public health emergencies, though the severity of impact often varies across demographic groups. Particularly at risk are the very young and the elderly, whose immune systems are more susceptible to illness. Volusia County has previously experienced isolated cases of imported malaria and West Nile virus (WNV) encephalitis, though WNV is asymptomatic in 80% of cases. Recent outbreaks of dengue fever (DEN-1) in nearby Martin County underscore the potential for emerging infectious diseases to pose a future threat. Communities with high density are more likely to spread illnesses faster, such as Daytona Beach and Deltona.

Impacts

Although public health emergencies primarily impact human health, agriculture could serve as the source of an outbreak in rare cases, such as with foodborne illnesses or zoonotic diseases transmitted from livestock to humans. The residents with the highest risk for this type of transmission are those in agricultural parts of the county. See Agriculture for further details on vulnerable locations. However, property and infrastructure are not directly at risk in these scenarios.

The environment is unlikely to be directly affected by most public health emergencies, except in cases of bioterrorism or hazardous materials (HAZMAT) incidents, where contamination could impact air, soil, or water quality. For further details on these scenarios, see the HAZMAT/Terrorism sections of this report.

Public health emergencies can disrupt program operations, especially if key personnel become ill or are otherwise unavailable. Historically, Volusia County's Emergency Operations Center has not experienced significant operational disruptions due to public health emergencies. However, in the event of a widespread outbreak or pandemic, reduced staffing levels may necessitate virtual communications or remote work for some personnel. In extreme cases, the county may rely on support from neighboring jurisdictions through the Emergency Management Assistance Compact.

If the primary Volusia County Emergency Operation Center becomes contaminated, operations may shift to an alternate location to maintain continuity. Detailed contingency plans are outlined in the Volusia County Emergency Management (VCEM) Continuity of Operations Plan (COOP).

The consequences of public health emergencies for residents can range from temporary illness to long-term health issues or death, depending on the nature and scale of the event. Overwhelmed healthcare facilities may lead to crowded hospitals, long wait times for treatment, and limited availability of medications or vaccines.

Emergency responders are also at risk during public health emergencies, as they may be exposed to contagious diseases or hazardous substances. To protect themselves, responders may need vaccinations, protective equipment, and training to safely navigate these incidents.

A widespread public health emergency could have significant economic repercussions for Volusia County. High infection rates may reduce workforce availability, leading to interruptions in business operations and consumer spending. Early detection, vaccination programs, and public health interventions are critical for minimizing these economic disruptions. Tourism activities could also be slowed or halted, disrupting the entire county.

Maintaining public confidence in governance is a key component of managing a public health emergency. The Volusia County Health Department plays a vital role in monitoring air and water quality, tracking emerging infectious diseases, and providing educational resources to residents. The department also coordinates hospital preparedness programs and healthcare coalitions to ensure a robust response to public health threats. Through its transparency and preparedness efforts, including online resources and public outreach campaigns, VCHD demonstrates its capacity to protect public health. This proactive approach minimizes the potential for a loss of public confidence during a crisis.

6.11 RISING COASTAL WATERS

Vulnerability

Rising coastal water is a significant hazard for Volusia County, encompassing storm surge, sea level rise, and tsunamis. This combination of immediate, catastrophic threats and long-term challenges has the potential to impact on the county's population, property, environment, economy, and government operations. The risks are particularly acute in coastal and low-lying areas near the Atlantic Ocean, Indian River Lagoon, Halifax River, St. Johns River, and other water-adjacent regions.

The municipalities most at risk are displayed in **Section 6 Table 6** and **Figure 6.** Rising coastal water poses the greatest risk to: Daytona Beach, Daytona Beach Shores, Edgewater, Holly Hill, New Smyrna Beach, Oak Hill, Ormond Beach, Ponce Inlet, Port Orange, south Daytona, and Unincorporated Volusia County due to its geographic proximity to the coast. Continued development along the shoreline also increases vulnerability to rising coastal waters for existing and future residents in these jurisdictions.

Residents in coastal areas of Volusia County face varying levels of risk from rising coastal water events.

- **Storm Surge:** The eastern portion of the county is highly susceptible to storm surge during hurricanes, with the worst-case scenario (Category 5 hurricane) potentially causing inundation almost as far inland as Interstate 95. Vulnerable populations in areas like Ponce Inlet, Daytona Beach Shores, and Ormond Beach face the highest immediate risks.
- **Tsunamis:** Although the U.S. Atlantic coast has a very low tsunami risk, the potential for significant impact exists. Coastal populations could experience rapid inundation, particularly in densely populated areas along the Halifax River and Atlantic coast. Tsunami events would likely allow for a minimum six-hour warning, enabling evacuation of at-risk populations. The most likely scenario for a tsunami in Volusia County would be triggered by a seismic event in Puerto Rico or off the western coast of Africa. Such events can affect populations thousands of miles away.
- **Sea Level Rise:** Sea level rise is currently being studied as a vulnerability to properties located near oceans, and many areas of eastern Volusia County would be inundated with water if sea level rise occurs as modeled by the U.S. Army Corps of Engineers. This long-term hazard poses no immediate threat to life but increases vulnerability to storm surge and coastal flooding over time. Impacts to residents in areas near the Indian River Lagoon, Halifax River, and St. Johns River are expected to escalate between 2040 and 2070.

Impacts

Rising coastal water poses substantial risks to property across Volusia County.

- **Storm Surge:** Coastal and low-lying areas east of Interstate 95, including properties along Spruce Creek and the Tomoka River, are vulnerable to storm surge inundation. Key at-risk locations include:
    - Barrier islands in Daytona Beach Shores and Ponce Inlet, which contain critical facilities like fire stations and city halls.
    - Infrastructure along the Halifax River, Indian River Lagoon, and Mosquito Lagoon, such as bridges (Main Street, Highbridge, Silver Beach, and North Bridge in New Smyrna Beach).
    - Iconic landmarks like the Ponce Inlet Lighthouse and Daytona Beach's Main Street Pier.
- **Tsunamis:** Property impacts would mirror those of a major storm surge, with debris transported inland, structural foundations compromised, and critical infrastructure disrupted.

- **Sea Level Rise:** Long-term property damage is expected in coastal areas adjacent to the Atlantic Ocean, Indian River Lagoon, Halifax River, and St. Johns River. Facilities near water bodies may require relocation, especially those handling hazardous materials. Saltwater intrusion could deteriorate stormwater infrastructure, including outfalls, lift stations, and pump stations, while older structures face heightened risks of damage.

The environmental impacts of rising coastal water in Volusia County are significant and varied.

- **Storm Surge and Tsunamis:** These events can devastate ecosystems, introducing saltwater into sensitive estuaries like the Indian River Lagoon and Halifax River. Saltwater intrusion into aquifers, the county's primary drinking water source, would be particularly harmful. Inundation could also damage dune systems and spread sewage and pollutants into the environment.
- **Sea Level Rise:** Coastal and riverbank ecosystems, including beaches and dune systems, are at risk of long-term degradation. Sensitive habitats, such as those for marine turtles, could face irreversible damage. Saltwater intrusion into stormwater infrastructure may exacerbate environmental harm.

The economic consequences of rising coastal water are profound. **Section 6 Table 7** and **Table 8** display financial exposures.

- **Storm Surge:** Damage to homes, businesses, and tourism infrastructure would result in substantial economic losses. A Category 5 hurricane could result in damages exceeding $1 billion, while impacts on tourism—a cornerstone of the county's economy—would be severe.
- **Sea Level Rise:** Gradual loss of property values, businesses, and community assets such as beaches will weaken the economic foundation of coastal areas. Investments in mitigation can reduce long-term risks but require substantial funding in the near term.
- **Tsunamis:** Like storm surge, tsunamis would devastate tourism, disrupt businesses, and impact the property tax base.

Public confidence in government could be significantly influenced by how rising coastal water events are managed.

- **Storm Surge and Tsunamis:** Delays in recovery or perceived inefficiencies could diminish public trust.
- **Sea Level Rise:** Public dissatisfaction could stem from either perceived inaction or over-investment in mitigation efforts. Balancing proactive measures with economic constraints is critical.

Rising coastal water could strain government operations and continuity.

- **Storm Surge and Tsunamis:** Response and recovery operations could be overwhelmed by the scale of damage, requiring mutual aid from adjacent counties, the state, and FEMA. Program operations may take months to return to normal.
- **Sea Level Rise:** While its effects are gradual, proactive relocation of facilities and infrastructure will be necessary to maintain operational continuity.

Volusia County has taken substantial steps to address these hazards, including participation in:

- The East Central Florida Regional Resiliency Action Plan and Resilience Collaborative.
- Sea level rise studies conducted by the Florida Department of Environmental Protection (FDEP).
- Development of a tsunami response plan and analysis of storm surge vulnerabilities.

These efforts, combined with the county's focus on adaptive strategies, demonstrate a commitment to protecting its residents, economy, and natural resources from the multifaceted threats posed by rising coastal water.

The interconnected challenges of storm surge, sea level rise, and tsunamis necessitate a comprehensive and adaptive approach. By leveraging regional collaboration, scientific research, and proactive planning, Volusia County can mitigate risks and build resilience to safeguard its future against the impacts of rising coastal water.

Storm surge data was obtained from the NOAA National Hurricane Center, which uses the hydrodynamic Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model to simulate storm surges from tropical cyclones. Storm surge composites – Maximum Envelopes of Water (MEOWs) and Maximum of MEOWs (MOMs) – are created to assess and visualize storm surge risk under varying conditions. This analysis used MOMs, which show maximum storm surge heights for each hurricane category.[3]

[3] https://www.nhc.noaa.gov/nationalsurge/?text

Section 6 Table 6 shows the number of properties at risk, per jurisdiction, to Category 1, Category 3 and Category 5 storm surge effects. The table corresponds with **Section 6 Figure 6**, which depicts the storm surge hazard zones.

Section 6: Table 6: Properties at Risk to Category 1/3/5 Storm Surge by Jurisdiction

JURISDICTION	Properties at Risk (Cat. 1)	Properties at Risk (Cat. 3)	Properties at Risk (Cat. 5)
Daytona Beach	2,548	11,700	17,070
Daytona Beach Shores	641	1,113	1,316
DeBary	-	-	-
DeLand	-	-	-
Deltona	-	-	-
Edgewater	666	5,862	12,452
Holly Hill	278	2,654	5,437
Lake Helen	-	-	-
New Smyrna Beach	6,748	13,105	14,273
Oak Hill	620	1,718	1,837
Orange City	-	-	-
Ormond Beach	5,573	5,596	16,156
Pierson	-	-	-
Ponce Inlet	1,252	1,865	2,059
Port Orange	5,197	11,027	15,453
South Daytona	3,905	5,216	5,324
Unincorporated	6,019	12,636	23,323
TOTAL	**29,447**	**72,492**	**114,700**

Sources: NOAA National Hurricane Center, Volusia County Property Appraiser Data (2024)

Section 6: Table 7: Property Financial Exposure to Storm Surge Zones (by Hurricane Category)

Hazard Zone	Properties	Land Value	Building Value	Assessed Value	County Taxable Value
Category 1	29,447	$5,695,379,097	$8,590,261,772	$14,285,640,870	$9,100,097,404
Category 2	47,855	$7,783,692,785	$12,513,410,495	$ 20,297,103,281	$12,707,503,091
Category 3	72,492	$10,040,742,120	$17,391,421,198	$27,432,163,319	$6,992,999,337
Category 4	101,794	$12,625,555,628	$23,968,191,165	$36,593,746,794	$22,494,898,569
Category 5	114,700	$ 13,949,115,459	$27,809,655,741	$41,758,771,201	$25,593,734,627

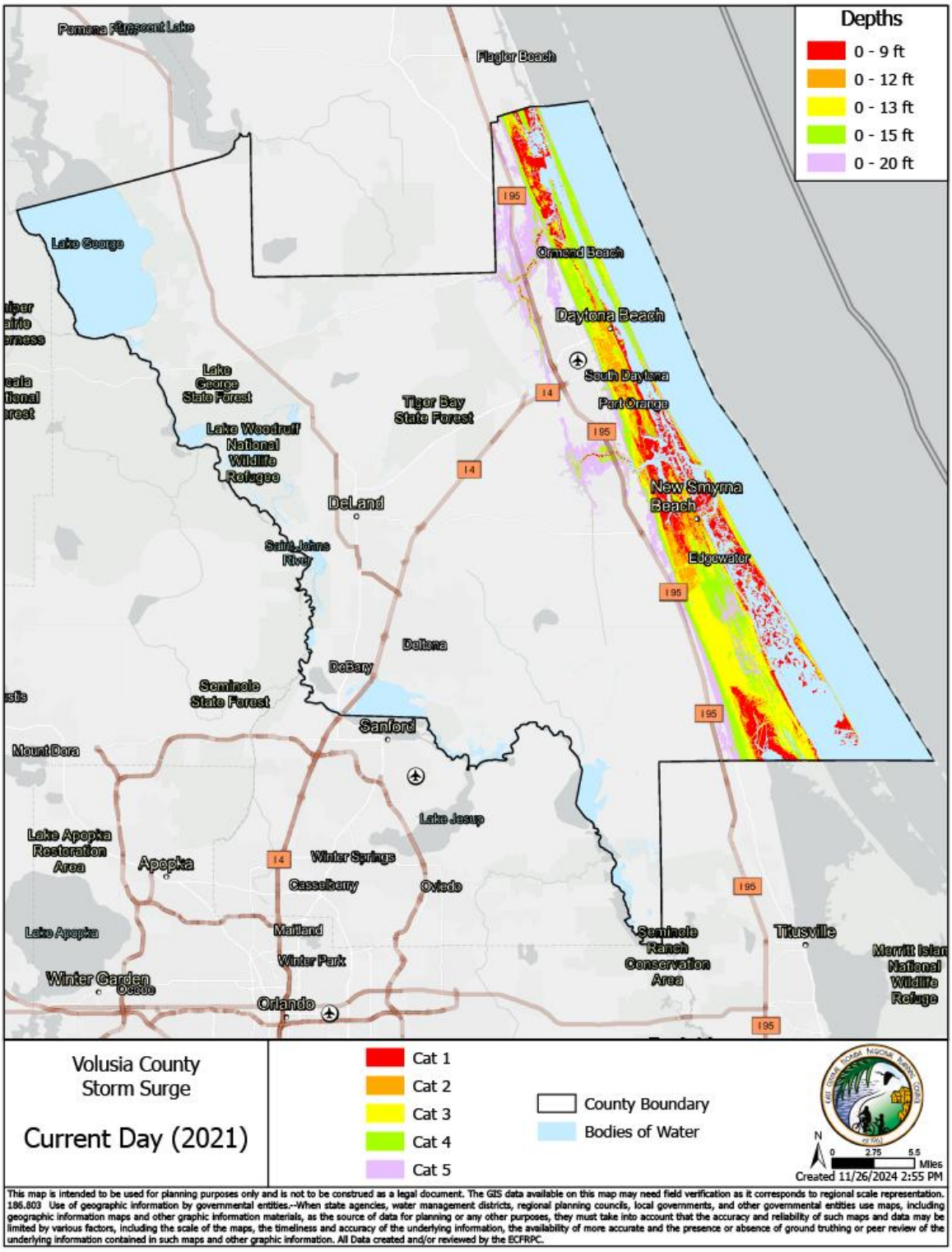
Source: NOAA NHC, Volusia County Property Appraiser Data (2024)

Section 6: Table 8: Property Financial Exposure to Sea Level Rise

Jurisdiction	Properties	Land Value	Building Value	Assessed Value	County Taxable Value
Daytona Beach	1,795	$169,014,252	$629,417,387	$798,431,640	$664,021,379
Daytona Beach Shores	2,506	$111,725,822	$1,035,616,002	$1,147,341,824	$983,518,299
Ormond Beach	635	$145,553,584	$423,703,299	$569,256,883	$484,558,201
Ponce Inlet	337	$63,575,696	$153,180,138	$216,755,834	$183,980,752
Unincorporated	1,857	$129,003,996	$543,256,684	$672,260,680	$524,005,469

Source: ECFRPC, Florida Fish and Wildlife, Volusia County Property Appraiser Data (2024)

Section 6: Figure 6: Current Day Storm Surge



Source: ECFRPC, Volusia County VA

6.12 SEVERE WEATHER

Vulnerability

Severe weather, including hail, lightning, and thunderstorms, is a recurring concern in Volusia County. Each hazard poses unique threats to populations, property, and infrastructure, but come with little to no warning. It encompasses a range of phenomena that are more extreme than typical weather conditions. Severe weather events can impact all areas of Volusia County, depending on the location of the storm, its direction, and its lateral speed across the Earth's lower atmosphere. These events can cause damage to structures, disruption of utilities and surface/air transportation.

Vulnerability to severe weather is medium due to its frequency in nature combined with our ability to monitor and predict when severe weather will impact Volusia County and its jurisdictions. While severe weather can have damaging effects on people and property, widespread awareness and lead time before storms reduces our overall vulnerability to its effects. Vulnerability to severe weather is consistent throughout all jurisdictions.

Hailstorms can occur unpredictably across Volusia County, impacting all buildings, facilities, and populations equally. Hailstones in Florida are typically penny to quarter-sized but can occasionally grow as large as golf balls or baseballs, causing significant damage to property and infrastructure. Vulnerable areas of structures include roofs, windows, and pool screens, as well as exposed personal property like vehicles and outdoor decor. Communication facilities may be at a higher risk of a lightning strike, while school assets such as football stadiums with lighting could also be at an increased level of vulnerability. Structures that are isolated in areas of low tree coverage are at a higher risk for lightning strikes. Jurisdictions within the county where this could be more common include DeLand, Lake Helen, Orange City, and Pierson. These areas are generally more rural in nature and have a higher rate of isolated critical facilities and structures.

In situations where tornadoes are present, hail may have a higher likelihood of being present. Moreover, structures that have partial or full tree coverage could have lessened property damage due to hail as a result of the slowing speed of the hail before impact with property. Severe hail can also damage emergency vehicles and communication systems, disrupting response efforts.

Beachside structures located near or along the Atlantic Ocean are also at a higher vulnerability to lightning damage due to historical occurrences. There are not many critical facilities located along the Atlantic Ocean in Volusia County, as the majority of those facilities are located inland along the barrier islands or are located west of the Intracoastal Waterway. Vulnerable areas for lightning include recreational spaces, golf courses, and the county's 47 miles of Atlantic Ocean beaches, where tourists and residents engaging in outdoor activities face heightened risks. Lightning is a dangerous threat to people in the United States, particularly those who are outside during the summer. The number one area for fatalities due to lightning strikes is open fields, making Volusia County's 47 miles of Atlantic Ocean beach among the most dangerous in the County. This heightens the risk for the tourist population who may be unaware of the imminent danger of quickly approaching tropical systems that emit lightning.

Communication systems and power sources are among the most vulnerable land uses to this hazard due to their electrical nature. Volusia County has approximately 30 golf courses, along with private and public recreational facilities, the Daytona Beach International Speedway and 2 additional smaller outdoor

racetracks, 2 intracoastal waterways traversing the county, school facilities, and parks located throughout the County. Individuals participating in the following recreational activities could be vulnerable to lightning including: golf, football, baseball, soccer, surfing, horseback riding, walking, jogging, tennis, boating, fishing, kite flying, kayaking, paddle boarding, beach activities, picnicking, camping, hiking, gardening, hunting, swimming, basketball, softball, cycling, wind surfing, lacrosse, archery, track and field events, stock car races, outdoor festivals and numerous other outdoor activities. It is estimated that at least 75% of the population participates in at least one of these recreational activities and is thus vulnerable to lightning.

Thunderstorms are frequent throughout the year in Volusia County, often bringing high winds, hail, and lightning. From 2019 to 2024, the county experienced 14 severe thunderstorm events, causing $23,000 in property damage. Downed trees, power outages, and damage to homes and infrastructure are common consequences. Unhoused populations, outdoor event spectators, and those engaging in recreational activities are particularly vulnerable.

Impacts

Lightning can spark structure fires, damage electrical systems, and contribute to wildfire during dry seasons. Critical facilities with tall antennas, isolated structures, or those in rural areas like DeLand, Lake Helen, Orange City, and Pierson are at increased risk of lightning strikes. Beachside properties, including hotels and utilities, are also vulnerable. As it cannot be predicted where lightning may strike, all existing and future buildings, facilities and populations in Volusia County are exposed to this hazard and could potentially be impacted. As the lightning capital of the U.S., Florida experiences a high frequency of lightning strikes, with Volusia County recording approximately 4,000 lightning strikes weekly during summer.

Beachside structures located near or along the Atlantic Ocean are also at a higher vulnerability to lightning damage. Many utilities are in these locations. Most of the buildings located along the beach are hotels, businesses and high-rise condos. There are not many critical facilities located along the Atlantic Ocean in Volusia County, as the majority of those facilities are located inland along the barrier islands or are located west of the Intracoastal Waterway.

Thunderstorms frequently occur in Volusia County. Since it cannot be predicted where thunderstorms may occur, all existing and future buildings, facilities and populations are exposed to this hazard and could potentially be impacted. Thunderstorm winds can disrupt transportation and utilities, while heavy rain may lead to localized flooding. Critical roadways may be blocked by downed trees or power lines, complicating emergency response. Thunderstorms can also exacerbate other hazards, such as hail and lightning, increasing their overall impact on the county.

While severe weather generally has minimal long-term environmental impacts, it can cause immediate issues such as downed vegetation, localized flooding, and occasional wildfires. Economically, damages are often covered by insurance, limiting their broader impact on the local economy.

Volusia County Emergency Management has systems in place to maintain operations during severe weather events. Redundant communication systems, backup power, and a Continuity of Operations Plan (COOP) ensure the county can respond effectively, even in catastrophic scenarios. However, responders

may face challenges such as blocked roads, downed power lines, and unsafe conditions caused by lightning or hail.

Public confidence in government is unlikely to be significantly affected by severe weather events, as Volusia County provides timely information through NOAA weather radios, social media, and the county's website. Recovery efforts for most severe weather events are typically completed within days.

6.13 TORNADO

Vulnerability

Historical evidence confirms that Volusia County is vulnerable to tornadoes, which can result from severe thunderstorms, tropical storms, or hurricanes. These hazards are unpredictable, with no specific area immune from their potential impacts. All buildings, facilities, and populations in Volusia County are considered exposed to tornadoes, regardless of location. Vulnerable populations, such as the unhoused, elderly, and lower-income residents, are particularly at risk, as are those living in mobile home parks and manufactured housing communities. Volusia County has mobile home/manufactured home parks throughout the county, both east and west sides which are equally vulnerable to impacts of tornadoes. Many of the parks are 55 and older only while others have very old mobile homes that are not built to today's standards, leaving the elderly and low-income populations more at risk. Many of these structures, particularly older ones, are not built to current building standards, making them highly susceptible to damage from high winds and flying debris. **Section 6 Table 9** displayed each jurisdiction's number of homes and when the homes were built. Daytona Beach and Unincorporated Volusia have the highest number of homes built pre-1969, making residents of those jurisdictions more vulnerable.

Impacts

While tornadoes are relatively rare in Volusia County compared to other hazards, they can have devastating effects when they occur. The strongest tornado to impact Volusia County was an EF3, capable of leveling well-constructed buildings, uprooting trees, and creating automobile-sized projectiles that can travel for miles. Although large tornadoes are uncommon, their potential for destruction makes them a significant threat to both life and property.

Two primary types of tornadoes typically impact Volusia County. Larger tornadoes, in the EF2 to EF4 range, often form in central Florida near the Orlando metropolitan area and tend to move from the west-southwest to the east-northeast. These tornadoes cover large areas and are more likely to affect the western portions of Volusia County, particularly near its borders with Seminole and Lake Counties. Historical patterns suggest that tornado activity often reaches the eastern coastline after being detected in Central Florida, offering some warning for communities in the storm's path.

Smaller tornadoes, typically in the EF0 to EF1 range, occur more frequently in Volusia County and are less predictable. These tornadoes do not follow consistent geographic patterns, and their touchdowns can appear randomly. Despite this, a disproportionate number of these smaller tornadoes have been observed near the Intracoastal Waterway. Rarely have tornadoes been recorded crossing Interstate 95 in Volusia County, further illustrating the widespread vulnerability of the area to these storms.

The consequences of tornadoes on property, infrastructure, and the environment can be severe. Tornadoes can demolish homes, businesses, and critical facilities, while also disrupting utilities such as power and communication systems. Roads may become impassable due to debris, downed trees or power lines, and complicated emergency response efforts. Older structures are particularly vulnerable, as building codes have become more stringent over time to better withstand high winds. Infrastructure in the western portions of the county faces higher risks from larger tornadoes, which develop over longer periods and allow less time for mitigation or protective measures. Thus, critical facilities at the highest risk for strong tornado damage (and loss of human life) would generally be those located in the western portion of the

county due to the shorter duration of time allowed for mitigation of these properties in the event of an incoming storm.

The environmental impacts of tornadoes vary depending on their intensity. Even weaker EF0 tornadoes can uproot trees and vegetation, while stronger tornadoes can scatter debris over great distances, sometimes miles from the point of origin. This debris can contaminate waterways or cause secondary hazards if it includes hazardous materials from damaged vehicles or storage facilities. Agencies such as Volusia County Environmental Management and the County Health Department would monitor these environmental impacts to mitigate risks.

Emergency response efforts in the aftermath of a tornado are critical but can be challenging. Search and rescue operations may be required in heavily impacted areas, and responders may encounter destroyed communication systems, missing landmarks, and blocked roadways. Power lines and debris present additional hazards, necessitating extreme caution for first responders. Despite these challenges, the Volusia County Emergency Operations Center is fortified to withstand an EF4 tornado, ensuring its continued operation even during severe events. In the unlikely event of direct damage to the VCEOC, alternative plans outlined in the COOP would allow emergency services to continue without significant interruption.

Tornadoes also pose economic risks to the county. While smaller tornado events may only have a localized impact, larger tornado outbreaks can devastate entire communities, crippling local economies and requiring substantial recovery resources. Assistance from the Volusia County Community Organizations Active in Disaster (COAD), including the American Red Cross, would be mobilized to support affected residents and businesses.

Public awareness and preparedness play crucial roles in mitigating the impacts of tornadoes. The county utilizes NOAA weather radios, social media platforms, and premade media materials to disseminate information during and after tornado events. Some communities in Volusia County are equipped with tornado sirens and safe rooms, further enhancing public safety during these hazardous events.

In conclusion, while tornadoes are not as frequent as other hazards in Volusia County, their potential for catastrophic damage makes them a significant concern. All areas and populations within the county are at risk, and continued efforts in preparedness, infrastructure hardening, and public education remain essential to minimizing their impact and ensuring the safety and resilience of the community.

Section 6: Table 9: Year Range of Built Homes for each Municipality

JURISDICTION	Pre- 1969	1970-1979	1980-1989	1990-1999	2000-2024
Daytona Beach	10,816	3,919	4,114	1,090	8,353
Daytona Beach Shores	578	1,257	1,842	1,276	1,637
DeBary	1,562	735	1,577	2,120	3,567
DeLand	2,767	1,114	587	815	8,120
Deltona	2,568	4,325	12,629	6,455	10,181
Edgewater	1,111	1,173	3,517	1,518	2,969
Holly Hill	2,490	600	664	174	834
Lake Helen	399	223	164	414	232
New Smyrna Beach	3,370	3,391	3,506	1,671	7,095
Oak Hill	176	107	183	129	483
Orange City	682	366	588	345	1,251
Ormond Beach	4,318	3,537	3,736	2,029	3,593
Pierson	228	93	91	47	81
Ponce Inlet	88	612	568	739	1,059
Port Orange	1,331	3,984	6,819	3,895	6,585
South Daytona	1,714	1,261	980	449	517
Unincorporated	12,400	8,877	10,243	6,916	13,829

Sources: Volusia County Property Appraiser Data (2024). Some properties were not provided with a land use code by VCPAO.

6.14 TROPICAL CYCLONE

Vulnerability

Tropical cyclones, encompassing hurricanes and tropical storms, pose significant risks to Volusia County. The overall vulnerability of tropical cyclones is high within all jurisdictions of Volusia County. The possibility of harm to humans, high property damage, and potential infrastructure losses all combine to make tropical cyclones one of the highest threat hazards. Volusia County is vulnerable to tropical cyclones to a similar level in all jurisdictions because of the spatial extent of a hurricane or tropical storm. The LMS works to protect critical infrastructure and residents in order to reduce the vulnerability of the community.

These events often affect large areas and cross jurisdictional boundaries, exposing all existing and future buildings, facilities, and populations to potential impacts. Volusia County has a lower risk compared to other areas of the state such as the western panhandle and southeastern Florida.

The county's coastal region, home to over 45% of the population, is particularly vulnerable. Vulnerable populations, including the unhoused, disabled, elderly, and lower-income residents, face heightened risks during these events. Additionally, residents living on the barrier islands or adjacent to the Intracoastal Waterway system are particularly susceptible due to their proximity to storm surge zones and areas prone to flooding.

Impacts

Critical infrastructure, including communication systems and power sources, is vulnerable to tropical cyclones. These storms bring a combination of high winds, flooding, coastal erosion, and heavy precipitation, making it challenging to estimate total potential losses. Historical data suggest that Volusia County is at a relatively lower risk for direct impacts compared to areas like the western Florida Panhandle or southeastern Florida. However, regions closer to the Atlantic Ocean or in the southeastern part of the county face the highest risk of wind damage.

This area also drives much of the county's tourism, which faces significant disruption during tropical cyclone events. One of Volusia County's most significant hurricane seasons on record occurred in 2004, with Hurricanes Charley, Frances, and Jeanne causing back-to-back impacts. While Charley was the only storm to bring hurricane-force winds to the county, the cumulative effects of these storms caused extensive damage to homes, infrastructure, and the environment. Over 40% of homes sustained damage, and the total economic losses exceeded $560 million. Annualized losses to residential buildings in the county are estimated at over $280 million, with an additional $70 million in annualized losses for non-residential structures.

Beyond high winds, tropical cyclones bring cascading hazards, including inland flooding, tornadoes, storm surge, and severe beach erosion. These hazards significantly impact on the environment, causing downed trees, eroded coastal dunes, and loss of animal habitat, like sea turtle nesting areas. Additionally, debris and hazardous materials may wash into waterways, further harming sensitive ecosystems. The monetary cost of erosion alone is challenging to calculate as it often occurs alongside other impacts. Agencies such as Volusia County Environmental Management and the County Health Department play vital roles in monitoring and mitigating environmental consequences.

Program operations and emergency response efforts can be strained during a major tropical cyclone, particularly a Category 3 or higher hurricane. While routine operations generally continue during tropical depressions or weaker storms, a direct hit from a significant hurricane could severely disrupt county functions. In such cases, Volusia County may require assistance from neighboring counties, the state, or FEMA through mutual aid agreements like the Emergency Management Assistance Compact (EMAC). Recovery may take months or even years to return operations to pre-storm levels, depending on the storm's severity.

The public faces numerous challenges during and after tropical cyclones, including injuries, fatalities, destruction of homes and businesses, and prolonged disruptions to essential services like water, power, and sewage. Recovery is often costly, time-consuming, and emotionally taxing for affected residents, even with insurance or disaster assistance. These events can have lasting psychological impacts, especially on those who experience repeated storm impacts. All residents are vulnerable.

Responders face extreme challenges in tropical cyclone events. Downed trees, power lines, damaged infrastructure, and impassable roads complicate rescue and recovery efforts. Critical facilities such as the EOC, fire stations, hospitals, and government buildings may also sustain damage, limiting their functionality. Responders must operate with heightened awareness of their risks, especially in hazardous conditions caused by the storm.

The economic consequences of tropical cyclones are substantial. The 2004 hurricane season remains the costliest disaster in Volusia County's history, with damages to tourism alone amounting to millions of dollars per day. Recovery from a single major hurricane can take years, with long-term financial impacts on the county and affected communities.

To mitigate these risks and maintain public confidence, the Volusia County Emergency Management has implemented various preparedness and public awareness initiatives. These include a video disaster preparedness guide, behavioral surveys following hurricane evacuations, public presentations, and an annual media campaign in collaboration with local outlets like the Daytona Beach News Journal. During hurricane events, the Public Information Office (PIO) uses pre-prepared materials and social media campaigns to provide timely updates. Year-round preparedness information is also disseminated through the county's weekly video magazine broadcast on WDSC.

Through these efforts, Volusia County Emergency Management aims to ensure residents are informed and confident in the county's ability to respond to and recover from tropical cyclones. These storms remain a significant threat to Volusia County, necessitating ongoing vigilance and community resilience to minimize the impacts.

Section 6: Tables 10-14 display individual municipalities vulnerability and potential financial impacts. **Section 6: Figures 7-11** display the jurisdictions most vulnerable to tropical cyclone wind.

Section 6: Table 10:Total Exposure and Potential Losses from Tropical Storm 10 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Tropical Storm (10 Year Wind)	30,119	$12,633,494,317	$7,749,648,103
Daytona Beach Shores	Tropical Storm (10 Year Wind)	1,996	$882,003,599	$738,195,556
DeBary	Tropical Storm (10 Year Wind)	10,711	$3,435,586,766	$1,891,223,406
DeLand	Tropical Storm (10 Year Wind)	14,334	$4,967,030,224	$2,807,390,723
Deltona	Tropical Storm (10 Year Wind)	38,625	$10,394,231,629	$4,998,200,319
Edgewater	Tropical Storm (10 Year Wind)	15	$29,363,698	$1,306,086
Holly Hill	Tropical Storm (10 Year Wind)	5,918	$1,396,507,074	$940,757,855
Lake Helen	Tropical Storm (10 Year Wind)	1,611	$380,061,877	$187,817,740
New Smyrna Beach	Tropical Storm (10 Year Wind)	4,550	$1,792,674,363	$1,085,721,035
Oak Hill	Tropical Storm (10 Year Wind)	NA	NA	NA
Orange City	Tropical Storm (10 Year Wind)	4,152	$1,804,174,621	$1,132,329,161
Ormond Beach	Tropical Storm (10 Year Wind)	19,640	$8,159,700,002	$5,171,008,626
Pierson	Tropical Storm (10 Year Wind)	998	$201,935,655	$75,064,369
Ponce Inlet	Tropical Storm (10 Year Wind)	2	$1,602,240	$-
Port Orange	Tropical Storm (10 Year Wind)	21,960	$8,081,425,788	$4,806,901,213
South Daytona	Tropical Storm (10 Year Wind)	5,744	$1,603,899,506	$995,389,225
Unincorporated	Tropical Storm (10 Year Wind)	58,314	$17,039,658,509	$8,978,042,429
Total		**218,689**	**$72,803,349,868**	**$41,558,995,846**

Section 6: Table 11: Total Exposure and Potential Losses from Category 1 Hurricane 10 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Category 1 (10 Year Wind)	92	$53,804,064	$27,475,696
Daytona Beach Shores	Category 1 (10 Year Wind)	5,068	$2,030,402,176	$1,648,277,480
Edgewater	Category 1 (10 Year Wind)	11,391	$3,194,704,166	$1,760,195,467
New Smyrna Beach	Category 1 (10 Year Wind)	14,973	$8,240,653,427	$5,484,596,621
Oak Hill	Category 1 (10 Year Wind)	1,508	$347,201,180	$174,501,154
Ponce Inlet	Category 1 (10 Year Wind)	3,501	$1,905,167,040	$1,371,503,690
Port Orange	Category 1 (10 Year Wind)	2,149	$540,957,713	$331,306,371
Unincorporated	Category 1 (10 Year Wind)	9,540	$3,814,506,610	$2,446,202,323
Total		**106,536**	**$37,167,054,885**	**$22,222,101,231**

Section 6: Table 12: Total Exposure and Potential Losses from Category 1 Hurricane 100 Year Wind Event

JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Pierson	Category 1 (100 Year Wind)	998	$201,935,655	$75,064,369
Unincorporated	Category 1 (100 Year Wind)	4,667	$1,091,440,399	$461,913,478
Total		**5,665**	**$1,293,376,054**	**$536,977,847**

Section 6: Table 13: Total Exposure and Potential Losses from Category 2 Hurricane 100 Year Wind Event

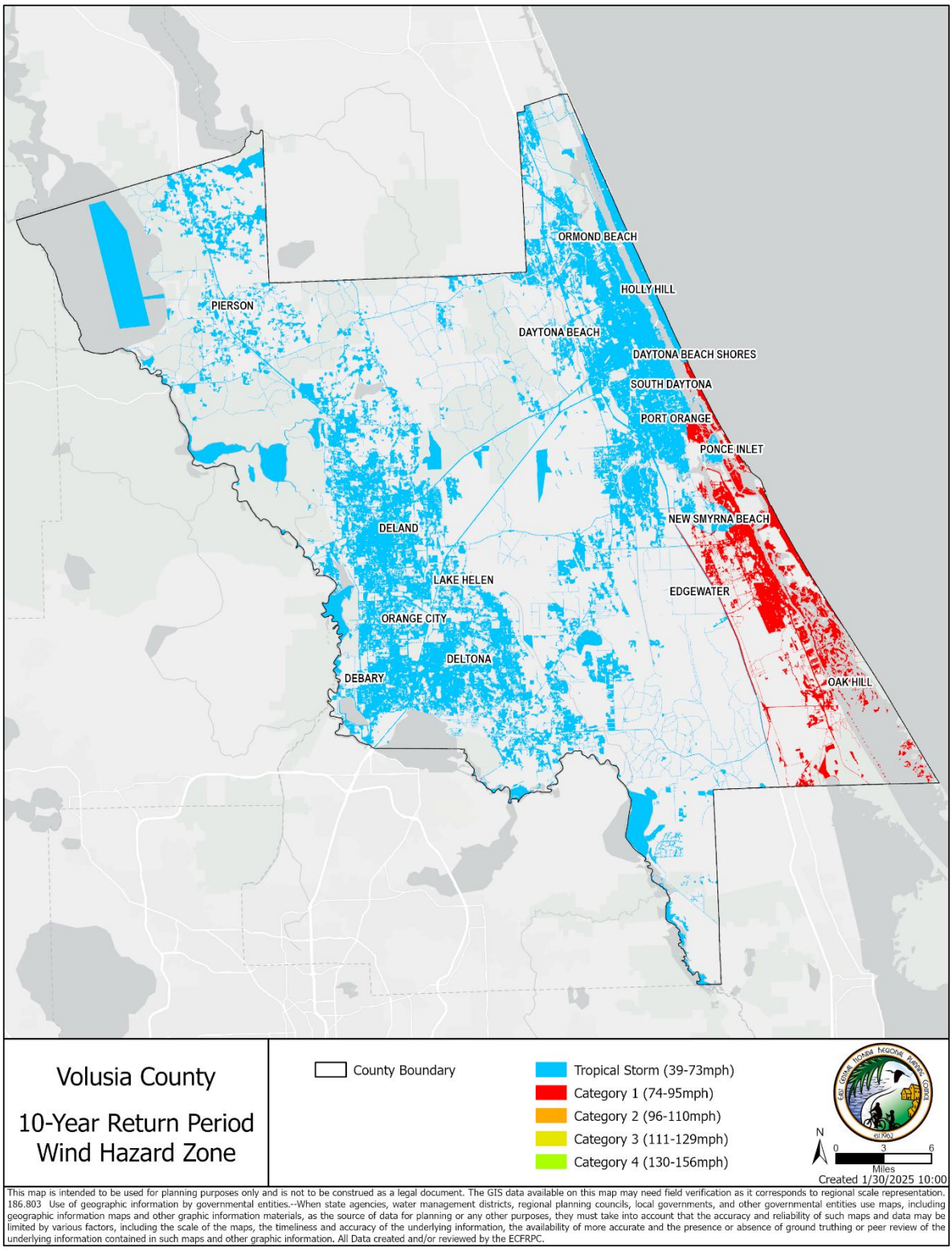
JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach	Category 2 (100 Year Wind)	30,211	$12,687,298,381	$7,777,123,799
Daytona Beach Shores	Category 2 (100 Year Wind)	5,384	$2,255,645,845	$1,818,525,882
DeBary	Category 2 (100 Year Wind)	10,711	$3,435,586,766	$1,891,223,406
DeLand	Category 2 (100 Year Wind)	14,334	$4,967,030,224	$2,807,390,723
Deltona	Category 2 (100 Year Wind)	38,625	$10,394,231,629	$4,998,200,319
Holly Hill	Category 2 (100 Year Wind)	5,918	$1,396,507,074	$940,757,855
Lake Helen	Category 2 (100 Year Wind)	1,611	$380,061,877	$187,817,740
New Smyrna Beach	Category 2 (100 Year Wind)	3,955	$1,230,060,289	$707,080,447
Orange City	Category 2 (100 Year Wind)	4,152	$1,804,174,621	$1,132,329,161
Ormond Beach	Category 2 (100 Year Wind)	19,640	$8,159,700,002	$5,171,008,626
Ponce Inlet	Category 2 (100 Year Wind)	2	$1,602,240	$-
Port Orange	Category 2 (100 Year Wind)	23,962	$8,585,291,721	$5,109,672,839
South Daytona	Category 2 (100 Year Wind)	5,744	$1,603,899,506	$995,389,225
Unincorporated	Category 2 (100 Year Wind)	48,474	$14,257,690,656	$7,695,806,165
Total		**218,388**	**$72,452,156,885**	**$41,769,304,034**

Section 6: Table 14: Total Exposure and Potential Losses from Category 3 Hurricane 100 Year Wind Event

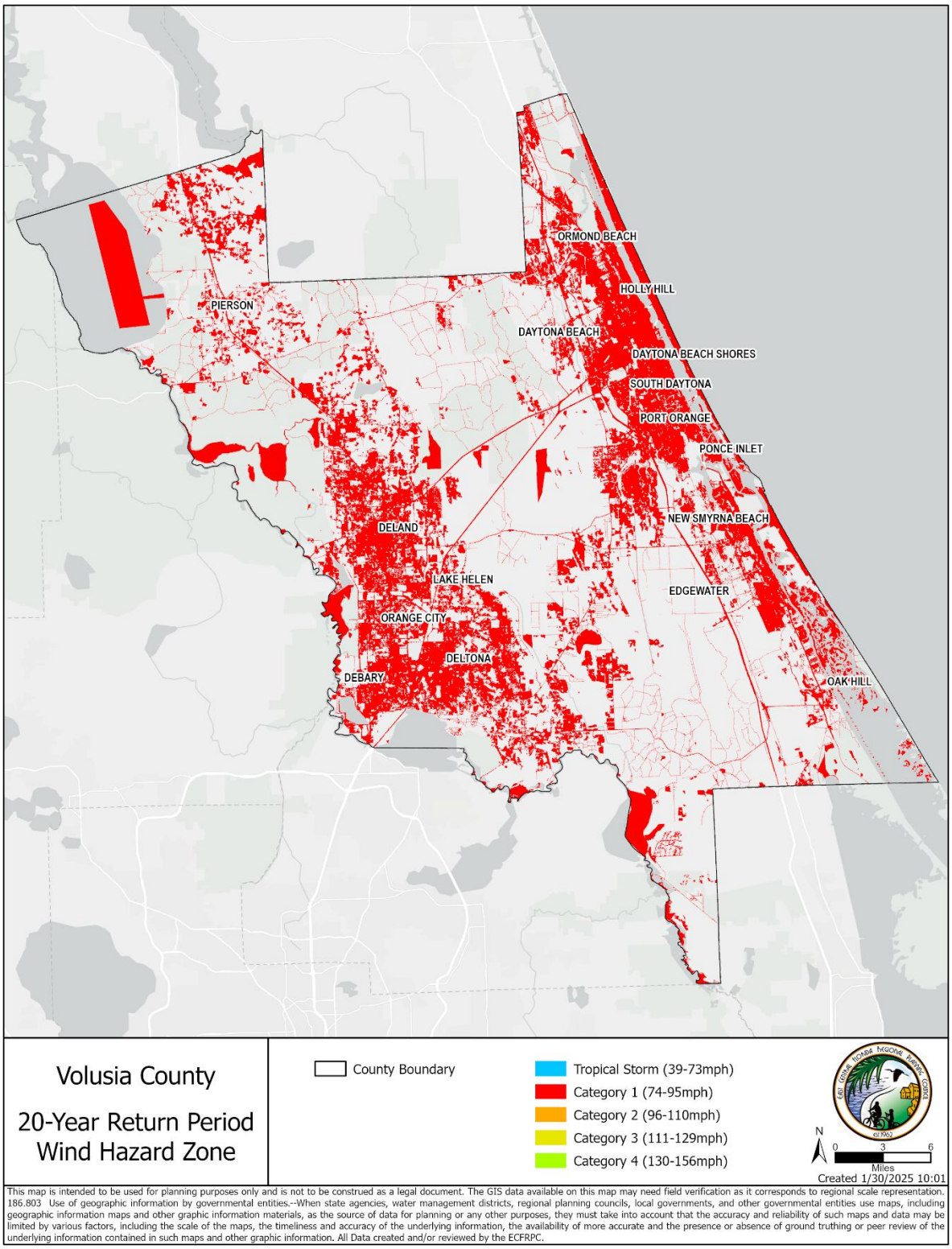
JURISDICTION	Category Storm	Total Properties Impacted	Total Improved Value	Total County Taxable Value
Daytona Beach Shores	Category 3 (100 Year Wind)	1,680	$656,759,930	$567,947,154
Edgewater	Category 3 (100 Year Wind)	11,406	$3,224,067,864	$1,761,501,553
New Smyrna Beach	Category 3 (100 Year Wind)	15,568	$8,803,267,501	$5,863,237,209
Oak Hill	Category 3 (100 Year Wind)	1,508	$347,201,180	$174,501,154
Ponce Inlet	Category 3 (100 Year Wind)	3,501	$1,905,167,040	$1,371,503,690
Port Orange	Category 3 (100 Year Wind)	147	$37,091,780	$28,534,745
Unincorporated	Category 3 (100 Year Wind)	14,713	$5,505,034,064	$3,266,525,109
Total		**96,997**	**$34,736,280,015**	**$20,729,556,779**

Sources: FDEM, HAZUS, Volusia County Property Appraiser Data (2024)

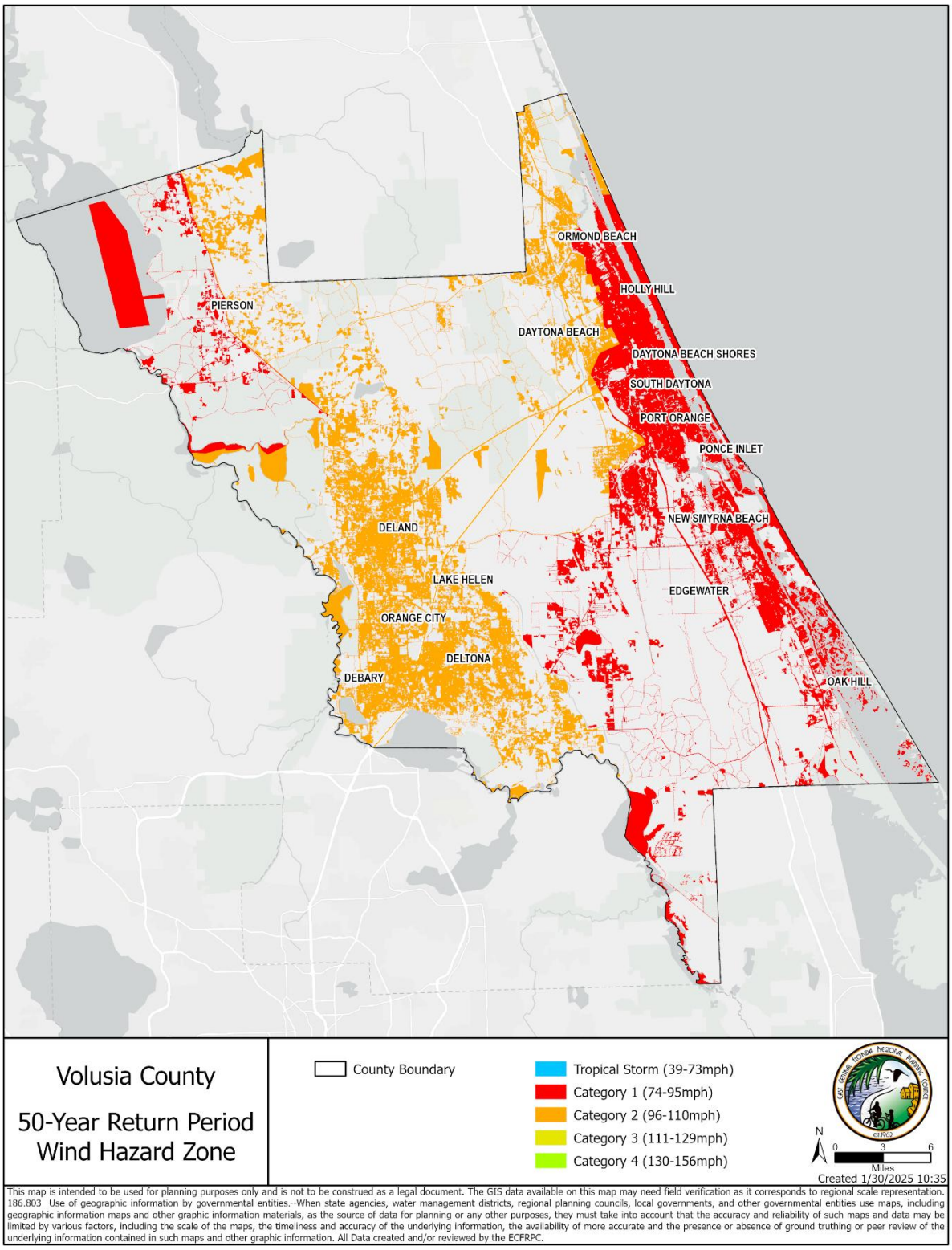
Section 6: Figure 7: Wind Hazard Zones 10-Year Event



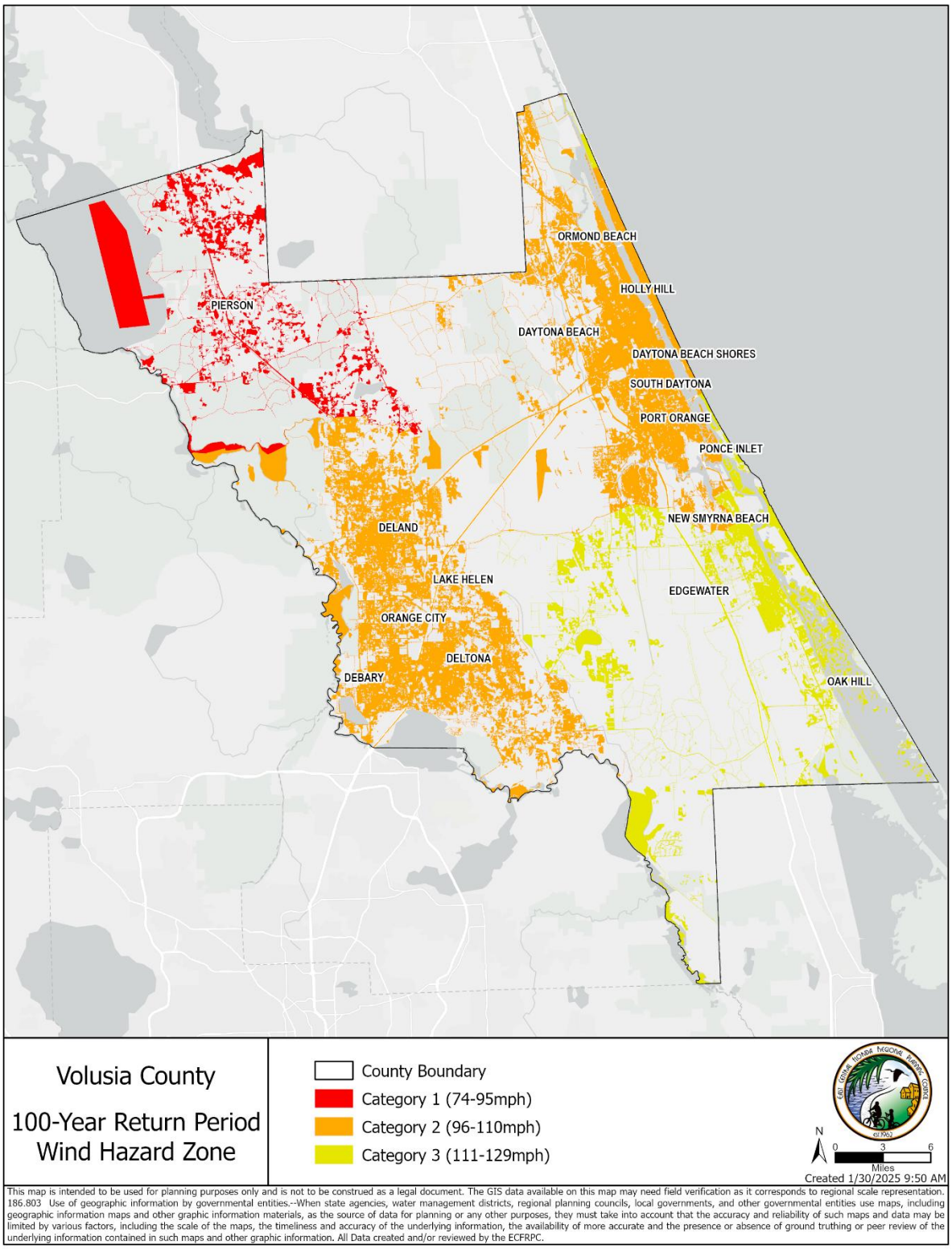
Section 6: Figure 8: Wind Hazard Zones 20-Year Event



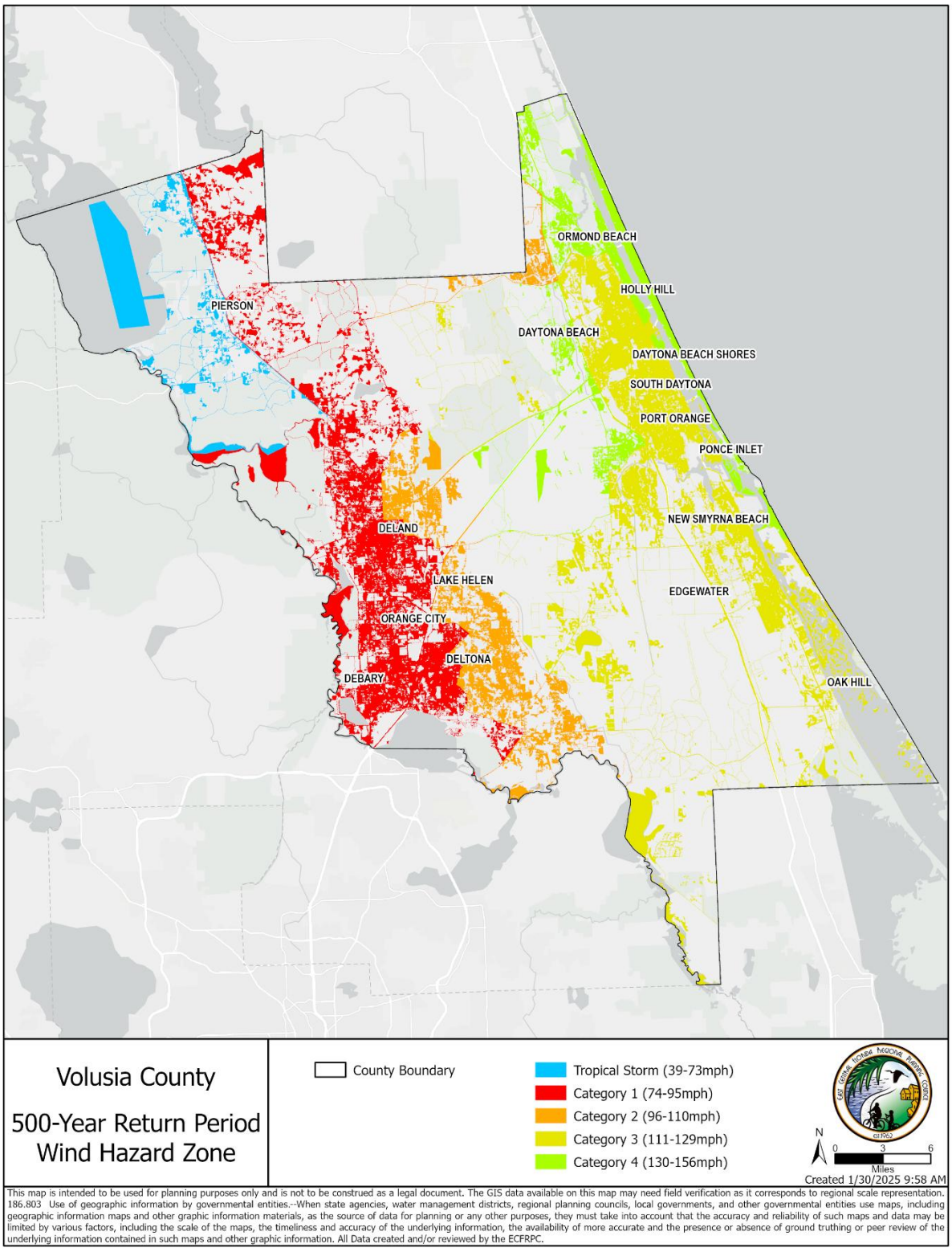
Section 6: Figure 9: Wind Hazard Zones 50-Year Event



Section 6: Figure 10: Wind Hazard Zones 100-Year Event



Section 6: Figure 11: Wind Hazard Zones 500-Year Event



6.15 WILDLAND FIRE

Vulnerability

Overall vulnerability to wildland fires is medium. Wildland fires can happen quickly and cause widespread damage. Volusia County faces a uniform risk of wildland fires, particularly during hot, dry summer months and periods of drought. Wildland fires most frequently affect wooded areas with low population densities, posing a heightened threat to rural areas. Although large population centers generally have lower risk, wildland fires can still cause significant damage to structures and critical infrastructure and pose serious health hazards, including injuries and fatalities from smoke inhalation.

The build year of a property is a critical metric in assessing wildland fire vulnerability due to the evolution of building codes over time. Modern codes restrict the use of flammable materials and promote mitigation strategies, reducing the risk for newer structures. While Volusia County has an older building stock overall, properties within fire hazard zones tend to be newer compared to those vulnerable to other hazards. Areas such as Ormond Beach's rural regions along SR 40 west of I-95 are particularly susceptible, with heavily wooded single-family subdivisions like Timber Creek, Hunters Ridge, Breakaway Trails, and Plantation Pines being at heightened risk.

In terms of land use, low-density residential properties dominate the fire hazard zones. Agricultural areas and extensive woodlands throughout the county also contribute significantly to the overall vulnerability. Wildland fires can spread through two primary mechanisms: burning ashes from tree lines that can “jump” across roadways or other barriers, and the less visible but equally dangerous underground energy transfer, where fires spread beneath the surface. This heightens the danger for residents in isolated rural areas surrounded by dense vegetation.

Impacts

The public faces direct consequences when wildland fires impact homes or businesses. Fires can destroy property, disrupt utility services, and limit access to roadways. Smoke and ash also contribute to air pollution, exacerbating health risks, particularly for vulnerable populations.

Responders face significant challenges during wildland fire events. The unpredictable and dynamic nature of fires, driven by changing wind and environmental conditions, requires substantial resources and strategic planning. Smoke inhalation poses health risks to emergency personnel, emphasizing the importance of protective measures during response efforts.

While wildland fires are a natural part of the ecosystem, they can severely impact the environment. Beyond damaging native vegetation and wildlife habitats, wildfires contribute to air and water pollution. Smoke and ash can contaminate waterways, while the loss of tree cover can exacerbate soil erosion. Volusia County Fire Services and the Health Department actively monitor and address air and water quality concerns during wildfire events.

Despite these challenges, Volusia County Emergency Management anticipates no significant disruptions to operations or service delivery during a wildland fire. The county's COOP ensures uninterrupted emergency management functions even in the event of a direct impact on the Emergency Operations Center.

Economically, wildland fires in Volusia County tend to have localized impacts. However, larger fires that are difficult to control may disrupt events or industries critical to the county's economy. For example, smoke from past wildland fires led to the postponement of the Coke Zero race. Small, rural communities are particularly vulnerable, as fire could devastate local economies. Recovery efforts would rely on organizations such as the County Community Organizations Active in Disaster and the American Red Cross.

Public confidence in government typically remains stable during wildfire events, supported by Volusia County's preparedness and outreach efforts. The county maintains premade media materials and actively uses social media and NOAA weather radios to provide timely updates. The success of past wildfire responses, such as the 1998 fires where 29,000 homes were at risk but only six homes, one mobile home, and two businesses were lost, continues to bolster public confidence.

While wildland fires pose a persistent hazard in Volusia County, ongoing mitigation efforts, strategic response plans, and public outreach programs aim to reduce risks and strengthen resilience for residents and communities.

Section 6 Table 15 lists the number of properties and the property values that are in the high, moderate, and low-risk wildfire zones for each jurisdiction. The table depicts exposure to different fire hazard zones utilizing 2024 property data.

Section 6: Table 15: Financial Exposure to Hazard Zones – Cumulative Financial Values within Zones

Fire Class	Jurisdiction	Properties in Zone	Improved Value	County Taxable Value
High	Daytona Beach	3,960	$1,621,910,972	$1,100,871,625
High	DeBary	595	$123,696,392	$71,260,689
High	DeLand	1,996	$557,354,485	$315,406,868
High	Deltona	4,860	$1,360,101,355	$614,732,256
High	Edgewater	218	$78,888,888	$63,852,351
High	Flagler Beach	87	$18,630,680	$14,443,385
High	Lake Helen	41	$5,131,605	$3,953,680
High	New Smyrna Beach	3,791	$2,390,211,297	$1,658,049,388
High	Oak Hill	81	$25,793,217	$17,252,942
High	Orange City	453	$176,845,248	$88,972,631
High	Ormond Beach	731	$312,658,433	$189,904,269
High	Pierson	449	$64,216,525	$26,878,577
High	Ponce Inlet	231	$155,549,724	$96,787,982
High	Port Orange	799	$230,558,080	$144,915,655
High	Unincorporated - Northeast	1,335	$540,111,625	$278,077,559
High	Unincorporated - Silver Sands	706	$417,407,739	$296,803,246
High	Unincorporated - Southeast	5,963	$521,456,019	$188,861,028
High	Unincorporated - Westside	11,761	$2,225,133,609	$969,991,162
Moderate	Daytona Beach	31,147	$12,533,260,053	$7,919,658,941
Moderate	Daytona Beach Shores	2,893	$1,350,116,182	$1,103,966,152
Moderate	DeBary	9,920	$3,241,368,607	$1,798,776,829
Moderate	DeLand	14,393	$4,828,128,637	$2,923,508,334
Moderate	Deltona	30,375	$8,169,433,604	$4,035,835,045
Moderate	Edgewater	8,964	$2,519,384,642	$1,420,329,636
Moderate	Holly Hill	5,800	$1,361,329,064	$918,257,259
Moderate	Lake Helen	1,689	$393,647,375	$194,327,113
Moderate	New Smyrna Beach	15,921	$7,558,573,110	$4,981,167,216
Moderate	Oak Hill	1,263	$297,652,301	$162,899,267
Moderate	Orange City	3,354	$1,236,228,469	$839,929,754
Moderate	Ormond Beach	14,772	$5,778,695,551	$3,582,902,957
Moderate	Pierson	810	$154,118,140	$56,040,892
Moderate	Ponce Inlet	2,989	$1,655,563,637	$1,191,977,161
Moderate	Port Orange	22,399	$7,791,882,881	$4,649,882,613
Moderate	South Daytona	5,762	$1,608,002,471	$998,519,879
Moderate	Unincorporated - Northeast	15,536	$5,227,758,862	$3,244,407,793

Moderate	Unincorporated - Silver Sands	2,745	$1,713,146,335	$1,309,887,634
Moderate	Unincorporated - Southeast	9,184	$1,758,930,289	$841,658,194
Moderate	Unincorporated - Westside	35,298	$7,479,184,708	$3,593,309,755
Low	Daytona Beach	747	$530,545,157	$238,590,165
Low	Daytona Beach Shores	4,172	$1,562,586,675	$1,282,789,651
Low	DeBary	1,339	$373,434,741	$232,160,537
Low	DeLand	1,141	$377,415,088	$145,436,734
Low	Deltona	4,876	$1,147,809,284	$548,445,778
Low	Edgewater	3,306	$831,842,929	$433,342,933
Low	Holly Hill	180	$42,526,903	$27,647,622
Low	New Smyrna Beach	2,813	$1,061,141,079	$612,135,406
Low	Oak Hill	493	$95,609,757	$34,729,020
Low	Orange City	954	$525,873,104	$297,400,216
Low	Ormond Beach	5,421	$2,372,164,665	$1,609,183,009
Low	Pierson	22	$2,644,082	$1,590,126
Low	Ponce Inlet	378	$137,595,600	$106,466,095
Low	Port Orange	2,151	$976,911,461	$611,499,955
Low	Unincorporated - Northeast	3,010	$1,067,953,541	$659,959,894
Low	Unincorporated - Southeast	2,681	$991,431,484	$637,550,426
Low	Unincorporated - Westside	1,457	$252,536,634	$124,140,462

Source: ECFRPC, Volusia County Property Appraiser Data (2024), U.S. Forest Service. Some properties were not provided with a land use code by VCPAO.

6.16 CIVIL DISTURBANCE

Vulnerability

The overall vulnerability of civil disturbances in Volusia County is low as there is no major political critical infrastructure like those of Tallahassee. While moderate human impact is possible, civil disorder can spread quickly and disrupt the public's confidence in the jurisdictions' governance. There are no major civil disturbances recorded, but all jurisdictions of Volusia County are vulnerable to civil disorder. The infrastructure most vulnerable is those around municipal buildings. The City of DeLand is most vulnerable due to the municipal complex hosting many of the county-wide departments.

Impacts

Civil disturbances, while relatively rare, pose a potential risk to public safety, property, and the overall perception of stability in Volusia County. These events typically arise from social, political, or economic grievances and can escalate quickly, resulting in harm to individuals, damage to property, and disruptions to community operations.

The public is the most directly affected by civil disturbances, particularly individuals in the immediate vicinity of the event. Bystanders may be injured or, in severe cases, killed during such incidents. The risk is heightened during large gatherings, such as major NASCAR events, Biketoberfest, or Bike Week, when Volusia County hosts hundreds of thousands of visitors. These annual events spread throughout the county, but are concentrated in cities such as Daytona Beach, Daytona Beach Shores, and Ormond Beach. Civil disturbances during these events could lead to mass casualties, panic, and chaos, straining local emergency response systems.

Private and public properties are at significant risk during civil disturbances. Rioters may engage in vandalism, looting, or arson, causing extensive damage. The financial toll of such actions can reach hundreds of thousands of dollars, disrupting businesses, displacing residents, and burdening local governments with costly repairs. Florida's history includes seven major riots, such as the 1980 and 1982 Miami riots and the 1996 St. Petersburg riots, which highlight the potential for widespread property destruction.

The environment may experience moderate consequences from civil disturbances. Fires resulting from arson can release toxic gases, fumes, and fluids into the air, soil, and water, posing risks to human health and local ecosystems. Additionally, burned vehicles and structures can leave behind hazardous debris that require specialized cleanup and disposal efforts.

Volusia County's program operations are not expected to be significantly disrupted by a civil disturbance. The Volusia County Emergency Operations Center (VCEOC) is a secure facility, designed to maintain continuity of operations even during extreme events. In the event of a large-scale disturbance, mutual aid agreements with neighboring counties can provide additional resources to manage the situation.

Responders face unique challenges during civil disturbances. They must navigate highly volatile situations where they may be targeted by individuals instigating violence. The risk of injury or death is real, requiring responders to exercise extreme caution and rely on specialized training to de-escalate tensions while ensuring public safety.

The impact of civil disturbances on property and infrastructure can be substantial. Homes, businesses, and critical facilities, such as government buildings and transportation hubs, may be damaged or destroyed. Streets may become blocked or impassable, complicating response efforts and further exacerbating the situation.

The economic fallout from a civil disturbance can be severe. Damaged homes and businesses require costly repairs, and disruptions to local commerce may reduce tax revenue. If civil disturbances occur during major tourist events, the county's reputation as a safe destination may suffer, deterring future visitors and negatively impacting the local economy. Businesses reliant on tourism could face prolonged downturns, compounding financial losses.

Public confidence in government can be adversely affected by civil disturbance, particularly if the response is perceived as slow or inadequate. Effective and timely action by law enforcement and emergency management is critical to maintaining trust. Volusia County must demonstrate its capacity to manage such events to reassure residents and visitors that their safety is a priority.

Civil disturbances pose a range of risks, from direct harm to individuals and property to broader economic and social consequences. By leveraging secure facilities like the Volusia County Emergency Operations Center, mutual aid agreements, and specialized training for responders, Volusia County is prepared to address these challenges. Proactive communication and decisive action during a disturbance are essential to mitigating impacts and maintaining public trust.

6.17 MASS MIGRATION

Vulnerability

The overall vulnerability of mass migration in Volusia County and its jurisdictions is low. While lack of affordable housing and community resources could be a concern with mass migration, due to the low probability and lack of physical impacts, Volusia County is not very vulnerable to this hazard. While it is possible people migrating to the county may choose a more urban area to move to such as Daytona Beach, each jurisdiction is equally vulnerable to this possibility.

Impacts

The citizens of Volusia County face minimal direct risk from a mass migration event. However, an influx of migrants, whether due to political upheaval, natural disasters, or humanitarian crises in neighboring regions or countries, could present logistical and social challenges. The likelihood of such an event remains low, but the county must remain prepared to manage a sudden increase in population to ensure the safety and well-being of all residents, including the migrants themselves.

Property within Volusia County would not be directly at risk from a mass migration event. Migrants arriving in the county are unlikely to cause physical damage to homes, businesses, or infrastructure. However, depending on the scale of the event, temporary facilities such as shelters, processing centers, or housing accommodations may need to be established, potentially requiring the repurposing of public spaces or other properties. Additionally, there may be a strain on available affordable housing, spiking up rent prices for existing residents.

The environment would experience minimal impact from a mass migration event. Temporary facilities and increased resource use may place localized stress on certain systems, such as water and waste management, but these effects would likely be short-term and manageable with proper planning and resources. Environmental risks could be mitigated through coordinated efforts to ensure that shelter locations and services are established in environmentally sustainable ways.

Programming operations within the county would also experience minimal disruption. Volusia County Emergency Management Department and other relevant agencies have contingency plans in place to address scenarios involving a sudden population influx. Should the situation exceed local resources, mutual aid agreements with adjacent counties and support from state and federal agencies would ensure that operations continue with minimal interruption.

The public is unlikely to experience significant, direct consequences from a mass migration event, though there may be concerns or perceptions about how the government is managing the situation. With effective communication and transparent planning, the direct impacts on the daily lives of Volusia County residents would remain minimal.

Responding to the event would play a critical role in managing a mass migration event. Law enforcement, public health, and emergency management personnel would be responsible for organizing, processing, screening, and housing the migrant population. Although the physical and mental demands on responders may increase during such an event, their training and preparedness would help ensure the situation is managed effectively and humanely.

The county's economy is unlikely to be significantly impacted by a mass migration event. Migrants are typically transient and may not remain in the county for an extended period. Temporary costs associated with shelter, food, and medical services would likely be covered by state or federal aid. Long-term economic impacts would depend on whether migrants integrate into the local population and contribute to the economy or if the county becomes a hub for repeated migration events.

Public confidence in government could be affected by a mass migration event, particularly if the public perceives that the government is unprepared or inefficient in managing the situation. Delays in organizing processing, screening, or housing for migrants could lead to frustration among residents. To mitigate these risks, Volusia County would need to maintain open and consistent communication with the public, emphasizing its plans and progress in addressing the situation and ensuring that public safety and order are upheld.

Continuity of operations for the county government would not be significantly impacted by a mass migration event. In a larger-scale scenario, mutual aid from surrounding counties, as well as state and federal resources, would provide additional support. The Volusia County Emergency Operations Center would coordinate these efforts to ensure that essential services continue without interruption.

Overall, the consequences of a mass migration event for property, facilities, and infrastructure in Volusia County would be minimal. Temporary strains on resources and systems may occur, but with proper planning and coordination, these challenges would be manageable. The county's proactive approach to emergency management ensures that any potential impacts from a mass migration event are addressed efficiently and effectively, preserving the safety and well-being of all individuals in the community.

6.18 TERRORISM

Vulnerability

Terrorism remains a persistent and evolving threat, with a wide array of potential impacts ranging from physical destruction and loss of life to disruptions of critical services and public confidence. In Volusia County, these risks are particularly relevant due to its high-profile events, significant agricultural sector, and increasing reliance on digital infrastructure. This assessment examines the vulnerabilities and consequences of various forms of terrorism, including agroterrorism, cyber terrorism, and conventional attacks.

Overall vulnerability to a terrorist attack is moderate within Volusia County and its jurisdictions. Human and property impacts could be severe and widespread depending on the nature of the attack. Because terrorist attacks can take many forms and include many types of weapons, it is difficult to reduce the county's overall vulnerability to these incidents. First response agencies attempt to reduce vulnerability through prevention tactics and intelligence sharing. No jurisdiction in Volusia County is more vulnerable to attack than another.

Impacts

The public faces significant risks in the event of a terrorist attack. Volusia County is home to numerous mass gatherings, such as NASCAR events at Daytona International Speedway, which attract over 100,000 spectators, as well as Bike Week and Biketoberfest, which draw an estimated 500,000 participants annually. These events represent potential targets for terrorism due to their large crowds and national visibility.

The consequences of an attack at such an event could include:

- Serious injuries and fatalities.
- Long-term psychological impacts, including post-traumatic stress disorder (PTSD) and heightened public anxiety about future events.
- Economic impacts due to decreased attendance at events and diminished tourism.

Agroterrorism presents another unique threat to public health. Contamination of agricultural products could introduce pathogens into the food supply, leading to widespread illness and potential fatalities. Such an event would not only harm individuals directly but could also undermine trust in food safety systems.

Property, facilities, and infrastructure are all at risk in a terrorist event. A physical attack involving explosives, arson, or a dirty bomb could result in:

- Extensive damage to buildings and critical infrastructure, including transportation networks, energy facilities, and communication systems.
- Severe financial losses for private businesses and public institutions.
- Long-term closures of impacted facilities, potentially disrupting essential services.

In agroterrorism scenarios, farms and processing facilities could suffer catastrophic losses if disease-causing agents spread among crops or livestock. The costs of containment, eradication, and recovery could be significant, particularly for Volusia County's $781 million agricultural industry.

The environment could suffer both immediate and long-term damage depending on the type of terrorist event:

- **Dirty Bombs and Explosions**: Contamination of air, soil, and water with hazardous materials could render areas uninhabitable for years, requiring costly cleanup efforts.
- **Arson and Large-Scale Fires**: Toxic smoke and fumes could impact air quality, while firefighting runoff could contaminate waterways.
- **Agroterrorism**: Introduction of pathogens or chemicals into agricultural systems could damage ecosystems and potentially spread beyond the initial target area.

Terrorism can severely impact the economy in several ways:

- **Tourism Declines**: Volusia County relies heavily on tourism revenue, particularly from its internationally recognized events. A major attack would likely deter visitors, leading to substantial financial losses for local businesses.
- **Agricultural Losses**: Agroterrorism could devastate the local economy by damaging crops and livestock, disrupting supply chains, and necessitating extensive containment measures.
- **Cyber Terrorism**: If key industries, such as banking, utilities, or retail, were targeted, there could be cascading economic effects due to loss of revenue and reduced consumer confidence.

Cyber terrorism involves the use of digital means to disrupt critical infrastructure, steal sensitive information, or sow chaos. Potential impacts on Volusia County include:

- **Public Impacts**: Extended power outages could lead to food spoilage, loss of refrigeration-dependent medication, and disruptions to life-saving medical devices like oxygen concentrators.
- **Economic Impacts**: Businesses relying on e-commerce or digital payment systems could face significant losses. Additionally, interruptions to public services, such as water or electricity, could result in substantial recovery costs.
- **Public Confidence**: Cyber terrorism targeting essential systems (e.g., water treatment, healthcare, or emergency communication networks) could erode trust in government, particularly if recovery efforts are perceived as slow or ineffective.

While cyber terrorism typically does not cause direct harm to the environment, indirect consequences—such as industrial accidents triggered by compromised control systems—remain a concern.

Public confidence in government could be significantly impacted by any form of terrorism. Perceptions of inadequate preparation, delayed response, or insufficient recovery efforts can erode trust in public institutions. This risk is particularly pronounced in:

- Large-scale attacks, such as those involving mass casualties or significant property damage.
- Agroterrorism incidents that highlight vulnerabilities in the food supply chain.
- Cyber terrorism events that disrupt daily life and expose weaknesses in critical infrastructure.

A proactive and transparent public affairs strategy is essential to maintaining confidence during and after a terrorist event. Efforts should focus on clear communication, visible leadership, and timely updates on response and recovery efforts.

Responders face heightened risks in terrorist events. Physical attacks may involve secondary explosive devices or hazardous conditions, while agroterrorism and cyber terrorism may expose responders to novel threats, such as contaminated materials or compromised communication systems. Ensuring responder safety requires:

- Access to specialized training and equipment.
- Clear protocols for identifying and mitigating risks in dynamic and dangerous environments.
- Coordination with mutual aid partners and state-level resources.

Continuity of operations for Volusia County is generally robust due to the secure design of the Volusia County Emergency Operations Center. However, certain scenarios could present challenges:

- **Direct Attack on VCEOC**: Although unlikely, a direct attack could necessitate a temporary relocation to the alternate EOC.
- **Cyber Terrorism**: Disruptions to digital systems could temporarily affect access to information or communication channels. However, redundancies and mutual aid agreements are in place to minimize these effects.

Terrorism represents a complex and multifaceted threat to Volusia County, with the potential to impact public safety, property, the environment, and the economy. While the likelihood of an event is difficult to predict, ongoing investments in preparedness, training, and public awareness are essential for mitigating risks and ensuring resilience. Whether facing agroterrorism, cyber terrorism, or a conventional attack, Volusia County is committed to protecting its residents, preserving its resources, and maintaining public trust.

6.19 COASTAL OIL SPILL

Vulnerability

A coastal oil spill could significantly impact public health, particularly for individuals with pre-existing respiratory conditions. Exposure to fumes and airborne contaminants near the coastline may exacerbate these issues, prompting the Volusia County Health Department and Environmental Management to closely monitor air, water, sediment, and waste generated during cleanup operations. Although these efforts would mitigate health risks to the public, some localized impacts are inevitable for those in proximity to the affected areas. The most vulnerable areas are along major waterways that support transport ships, such as Ormond Beach, Holly Hill, Daytona Beach Shoes, Ponce Inlet, and New Smyrna Beach.

Impacts

While property is not typically at direct risk from an oil spill, contamination of docks, boats, and other coastal facilities is possible if the spill enters waterways such as the Ponce de Leon Inlet. This could require extensive cleaning and decontamination efforts to restore usability and prevent further environmental harm.

The environment, however, faces the greatest risk in the event of a coastal oil spill. Sensitive ecosystems, including turtle nesting sites, estuaries, and nearshore marine habitats, could suffer long-lasting damage. Sand and sediment along the beaches would be heavily contaminated, requiring labor-intensive cleanup and rehabilitation to restore the natural environment. The ecological consequences of an oil spill could linger for years, disrupting the delicate balance of marine and coastal ecosystems.

Although program applications within the county are not likely to be adversely affected by a coastal oil spill, responders tasked with addressing the spill face considerable challenges. The use of personal protective equipment (PPE) is essential to prevent exposure to hazardous materials, and the physically demanding nature of cleanup operations adds an additional layer of complexity. Coordination between local, state, and federal agencies will be critical to ensure the safety and effectiveness of the response effort.

Continuity of operations within Volusia County would remain largely intact, as the spill's direct effects are unlikely to extend beyond the immediate coastal zone. However, economic and social disruptions could strain government resources and necessitate long-term recovery planning. The economic ramifications of a coastal oil spill would be severe. Tourism—a cornerstone of Volusia County's economy—would likely grind to a halt as visitors avoid beaches perceived to be contaminated. The charter fishing industry, another vital economic sector, would be devastated as fish stocks and marine habitats are impacted. Many businesses along the coastline may face permanent closure due to prolonged loss of revenue, and the county's tax base could shrink significantly, compounding the financial strain on recovery efforts.

Public confidence in government would also be tested during a coastal oil spill event. The protracted nature of cleanup and environmental restoration, which could take months or even years, would likely frustrate residents and stakeholders. Effective communication from the Volusia County Public Information Office (PIO) would be essential to maintaining public trust. By providing consistent updates and demonstrating transparent collaboration between government agencies and private industry, officials could reassure the public that every effort is being made to address the spill and restore the county's natural and economic resources.

In conclusion, while a coastal oil spill may have minimal immediate effects on most residents and infrastructure, the long-term environmental, economic, and public confidence impacts could be profound. Preparing for such an event through detailed planning, interagency coordination, and robust public communication strategies will be vital to mitigating its consequences.

6.20 CRITICAL INFRASTRUCTURE FAILURE

Vulnerability

Critical infrastructure failure refers to the disruption of essential services such as drinking water, stormwater and wastewater systems, electric power, transportation, supply chains for food and fuel, and communication networks. These systems are vital to maintaining public health, safety, and economic stability. Failures in these systems are often caused by cascading emergencies like natural disasters, such as hurricanes or floods, or man-made events, including terrorism and cyberattacks. In urbanized areas of Volusia County, where the population is highly dependent on these systems, disruptions have the potential to affect more than half of the population, with the most severe cases resulting in widespread county-wide impacts. Those most vulnerable are Deltona, Port Orange, Daytona Beach, and Ormond Beach. The risks are further exacerbated by climate change, which is increasing the frequency and intensity of extreme weather events.

The overall vulnerability of Volusia County and its jurisdictions to critical infrastructure disruption is medium. Because critical infrastructure failure can be caused by many different forces, it is one of the hazards with the highest vulnerability. Severe weather, tropical cyclones, tornadoes, and geomagnetic storms are just some examples of harmful incidents that may cause a disruption.

The power grid is among the most critical and vulnerable pieces of infrastructure in Volusia County. Utility substations and transmission lines near coastal and urban areas, such as Daytona Beach, Deltona, and Ormond Beach, are particularly at risk. High winds and storm surges associated with hurricanes can lead to widespread power outages, while aging infrastructure is susceptible to overheating during peak demand periods in the hot summer months. Water and wastewater systems are similarly vulnerable, particularly those located in flood-prone areas like the St. Johns River Basin. Flooding from severe storms can disrupt water treatment operations, resulting in water contamination or sewage overflows. Rising sea levels pose a long-term threat to coastal water facilities.

Impacts

Transportation systems in Volusia County are also at significant risk. Major highways like I-95 and I-4, along with bridges, railroads, and the Daytona Beach International Airport, could be disrupted by extreme weather events such as high winds and flooding. Proximity to water systems, including the Halifax River, Indian River Lagoon, Mosquito Lagoon, and the Intracoastal Waterway, increases the vulnerability of transportation infrastructure to storm surges. Similarly, communication networks, including cellular towers, fiber optic lines, and data centers in urban hubs, are susceptible to physical damage from hurricanes and flooding, as well as cyberattacks.

Environmental impacts from critical infrastructure failures can be severe. Disruptions to wastewater facilities may result in untreated sewage spills, contaminating rivers, lakes, and coastal waterways, which can harm aquatic ecosystems and degrade water quality. Stormwater management systems may also fail during prolonged power outages, leading to localized flooding and habitat destruction. Additionally, increased reliance on backup generators during power outages can contribute to air pollution.

The economic consequences of critical infrastructure failures are significant. Prolonged outages can result in the closure of businesses, disrupt tourism, and interrupt supply chains, with Daytona Beach's event-driven economy particularly susceptible. Repairing damaged infrastructure can cost millions, placing a

strain on local budgets. Furthermore, frequent failures may lead to increased insurance premiums for businesses and residents alike.

Social impacts are equally concerning. Interruptions in water treatment can lead to the spread of waterborne diseases, while power outages during extreme heat can exacerbate heat-related illnesses. Transportation failures may isolate communities, preventing access to essential services such as medical care. Vulnerable populations, including the elderly, disabled, and low-income residents, are disproportionately affected by such disruptions, further exacerbating existing social inequities.
Emergency managers and first responders face significant challenges during critical infrastructure failures. Damage to roadways and communication systems can delay response times and hinder coordination efforts. Prolonged failures often require an extended deployment of resources, potentially overloading emergency services. Responders are also at risk of exposure to hazardous environments, such as contaminated water and extreme heat, while working to restore infrastructure and assist affected residents. Community outreach efforts are essential to educate residents about emergency preparedness and available resources, thereby enhancing overall resilience to infrastructure failures.

6.21 HAZMAT / INDUSTRIAL INCIDENT

Vulnerability

The citizens of Volusia County face daily risks from hazardous materials (HAZMAT) due to the presence of both fixed and mobile sources. These include industrial facilities, railroads, highways, and even potential intentional uses such as terrorism. With two major interstate highways, two significant rivers, and two railroads running through the county, HAZMAT incidents are a constant possibility. While most of these involve minor petroleum spills or sewage discharges, the potential exists for far more severe events. Overall vulnerability of hazardous materials incidents is low in Volusia County and its jurisdictions. Citizens may encounter risks from hazardous materials at schools, in their homes, on roadways, through their food supply, or at public venues such as stadiums and other large gathering spaces. While the spatial extent of these incidents would likely be low, the impact on humans could be substantial. The consequences of a hazardous material incident could range from illness and injury to death, with the most severe incidents—such as radiological releases or large-scale explosions—possibly leading to the displacement of residents for extended periods until cleanup is complete. Having major bodies of water such as Tomoka River, Halifax River, Indian River Lagoon, Mosquito Lagoon, and the St. Johns River also leaves room for vulnerability because some hazardous materials may be spread through the waterways.

Property in Volusia County is highly vulnerable to hazardous materials incidents. Chemical spills, explosions, or acts of bioterrorism could devastate individual homes, businesses, and critical infrastructure. Structural damage from explosions or corrosive chemical exposure can leave properties uninhabitable or in need of significant repair. Hazardous materials may also erode or corrode infrastructure such as roads, bridges, and pipelines, further compounding recovery challenges. Even in less catastrophic cases, incidents such as traffic accidents involving hazardous materials can result in destruction of vehicles, roadways, and signage.

Impacts

The environment is particularly susceptible to the harmful effects of hazardous materials, whether the release is accidental, intentional, or natural. These materials can rapidly spread through air, water, and the food supply, contaminating ecosystems and threatening both human and wildlife populations. Sensitive habitats, such as wetlands and coastal areas, could be irreparably damaged. Cleanup efforts can take days, weeks, months, or even years, and in some cases, environmental recovery may never fully restore the original ecosystem balance.

While the Volusia County Emergency Operations Center itself is not located near major hazardous materials facilities, its operations could be impacted in extreme cases. For instance, in the event of significant structural damage or service disruptions, staff may need to relocate to its alternate site as outlined in the Volusia County Emergency Management Department COOP. Despite these risks, the county's environmental management teams, in coordination with Fire Services HAZMAT units, are prepared to respond to large-scale incidents.

Volusia County has a HazMat team available to respond. Responders are at the forefront of mitigating the impacts of HAZMAT incidents. Specialized teams, including HAZMAT, Radiological Material (RMAT), and Explosive Ordnance Disposal (EOD) units, are trained and equipped to manage these complex situations. Protective gear and specialized equipment are vital to ensure their safety as they identify hazardous materials, mitigate risks, and oversee cleanup efforts. Despite their training, responders remain at risk due

to the unpredictable nature of these incidents and the potential for secondary hazards such as fires or explosions.

The economic consequences of a HAZMAT incident in Volusia County could vary widely depending on the scale of the event. While smaller incidents may disrupt transportation or local industries temporarily, larger events—such as a chemical facility disaster or a radiological release—could result in long-term economic strain. The BP oil spill in 2011, which cost approximately $40 billion to address, serves as an extreme example of the potential financial toll of such events. Even less catastrophic incidents can lead to costly disruptions if key transportation routes or industries are forced to shut down.

Public confidence in the local government may also be tested by a HAZMAT incident. Smaller, localized events are unlikely to affect the public's trust, as these are relatively common and manageable occurrences. However, a large-scale chemical or radiological release, or an incident involving terrorism, could erode public confidence in the government's ability to protect its citizens. In such cases, the Volusia County leadership must prepare to launch a robust public information campaign through its website and social media channels, ensuring transparent communication and providing timely updates on the response and recovery efforts.

In conclusion, while Volusia County is prepared to handle the frequent minor HAZMAT incidents that occur, the potential for a large-scale event remains a significant concern. Proactive planning, coordinated response efforts, and clear communication are essential to mitigating the risks and consequences of hazardous materials incidents on the public, property, environment, and economy.

6.18 CONCLUSIONS ON HAZARD VULNERABILITY

Volusia County is vulnerable to a wide array of hazards spanning natural, manmade, and technological categories, each presenting unique risks and requiring tailored mitigation and preparedness strategies. Assessing vulnerabilities across these diverse hazards is essential to building a safer, more resilient community.

- **Improved Understanding for All Hazards:**
  Analyzing vulnerabilities provides a clearer picture of who and what is at risk for each hazard type. For example:
  - **Natural Hazards:** Understanding flood-prone areas and vulnerable coastal regions allows for targeted mitigation like enhanced stormwater management, improved floodplain regulations, and strengthened coastal infrastructure. Similarly, identifying populations at risk from extreme temperatures or public health emergencies helps tailor outreach and response efforts.
  - **Manmade Hazards:** Civil disturbances, mass migration, and terrorism require assessments of social dynamics, key facilities, and potential response bottlenecks. For example, mapping critical facilities and public spaces allows emergency managers to better plan for security, evacuation, and resource allocation.
  - **Technological Hazards:** Evaluating risks from coastal oil spills, hazardous materials incidents, and industrial accidents ensures that high-risk areas, particularly those near industrial zones or transportation corridors, are prioritized for safety inspections and emergency planning.

By improving understanding across these hazard categories, Volusia County can enhance risk awareness among stakeholders and better align resources to the most pressing needs.

- **Baseline for Policy Development and Strategic Planning:**
  A comprehensive vulnerability assessment serves as the foundation for creating effective policies and mitigation plans. For instance:
  - For **rising coastal waters and coastal erosion**, the assessment may inform zoning policies that restrict development in highly vulnerable areas or incentivize green infrastructure solutions to stabilize shorelines.
  - For **drought and agriculture**, policies that promote sustainable water use and crop diversification can be informed by understanding long-term climate trends and agricultural vulnerabilities.
  - For **technological hazards**, findings can influence regulations to enhance safety standards for industrial facilities or mandate periodic safety drills for oil transport and hazardous materials handling.

These informed policies can reduce risks, improve land-use decisions, and foster greater resilience in the face of evolving threats.

- **Risk Comparison for Balanced Mitigation Efforts:**
  Assessing vulnerabilities across all hazard types enables the county to compare risks and prioritize mitigation measures. For example:

  - Coastal and flood-prone areas might see investments in seawalls or elevating infrastructure, while inland areas might benefit from improved wildfire prevention strategies and drought-resistant infrastructure.
  - **Public health emergencies**, such as pandemics, might require investments in healthcare infrastructure, while terrorism or civil disturbance risks may necessitate enhanced security measures and community engagement initiatives.

This comparative approach ensures that resources are allocated equitably and effectively, allowing the county to address both high-impact, high-frequency hazards like severe weather and tropical cyclones, as well as lower-probability but potentially devastating events like terrorism or industrial incidents.

- **Enhancing Emergency Management Capabilities:**
  Vulnerability assessments also identify gaps in current capabilities, enabling targeted improvements. For example:
  - Understanding response times and challenges in rural areas supports enhancements in wildland fire management and tornado response strategies.
  - Identifying critical infrastructure at risk of failure ensures redundancy and continuity planning for essential services.
  - Highlighting social vulnerabilities, such as lower-income or elderly populations, support targeted outreach, evacuation planning, and sheltering options.

By strengthening emergency management capabilities, Volusia County can reduce disaster impacts, speed recovery, and build public confidence in its resilience strategies.

In summary, assessing vulnerabilities across Volusia County's full hazard profile is a cornerstone of effective disaster mitigation. It provides clarity on risks, informs strategic policy development, and supports equitable resource allocation. These efforts are critical to ensure the county's ability to withstand, adapt to, and recover from a wide range of threats, safeguarding the well-being of its residents and the environment.

SECTION 7 – CAPABILITY ASSESSMENT

This section of the Plan discusses the capability of Volusia County and the participating municipal jurisdictions to implement hazard mitigation activities. It consists of the following four subsections:

- **What is a Capability Assessment?**
- **Conducting the Capability Assessment**
- **Capability Assessment Findings**
- **Public Capability Assessment**
- **Existing County-Wide Efforts**
- **Conclusions of the Capability Assessment**

7.1 WHAT IS A CAPABILITY ASSESSMENT?

The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy, and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs or projects.[1] As in any planning process, it is important to try to establish which goals, objectives and/or actions are feasible, based on an understanding of the organizational capacity of those agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical and likely to be implemented over time, given the local government's planning and regulatory framework. This capability assessment also highlights the positive mitigation measures already in place, or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts.

The capability assessment completed for Volusia County and its jurisdictions serves as a critical planning step and an integral part of the foundation for designing an effective multi-jurisdictional hazard mitigation strategy. The *Capability Assessment* helps identify and target meaningful mitigation actions for incorporation in the *Mitigation Strategy* portion of the Hazard Mitigation Plan. It helps establish the goals and objectives for the Volusia County Region to pursue under this Plan and ensures that those goals and objectives are realistically achievable under given local conditions.

7.2 CONDUCTING THE CAPABILITY ASSESSMENT

In order to facilitate the inventory and analysis of local government capabilities throughout Volusia County, a detailed *Capability Assessment Survey*[2] was distributed to Volusia County staff and to staff from participating local municipal jurisdictions. The survey questionnaire, which was completed by applicable local government officials, requested information on a variety of "capability indicators" such as existing

[1] While the Interim Final Rule for implementing the Disaster Mitigation Act of 2000 does not require a local capability assessment to be completed for local hazard mitigation plans, it is a critical step to develop a mitigation strategy that meets the needs of each jurisdiction while taking into account their own unique abilities. The Rule does state that a community's mitigation strategy should be "based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools" (44 CFR, Part 201.6(c)(3)).

[2] The *Capability Assessment Survey* instrument used to assess county and municipal capabilities is available through Volusia County upon request.

local plans, policies, programs or ordinances that contribute to and/or hinder the community's ability to implement hazard mitigation actions.

At a minimum these survey results provide an inventory of existing local plans, ordinances, programs and resources in place or under development in addition to their overall effect on hazard loss reduction. The survey instrument thereby not only helps accurately assess each jurisdiction's degree of local capability, but also serves as a good source of introspection for those jurisdictions wishing to improve their capability. The identification of opportunities and specific actions to be proposed as part of the community's mitigation strategy often develops as an outcome of completing a capability assessment.

7.3 CAPABILITY ASSESSMENT FINDINGS

The findings of the capability assessment are summarized in this Plan to provide insight into the capacity of Volusia County and the participating jurisdictions to implement hazard mitigation activities. All information is based upon the responses provided by local government officials to the *Capability Assessment Survey*.

7.3.1 Planning and Regulatory Capability

Planning and regulatory capability is based on the implementation of plans, ordinances and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency response and mitigation planning, comprehensive land use planning and transportation planning in addition to the enforcement zoning or subdivision ordinances and building codes that regulate how land is developed, and structures are built, as well as protecting environmental, historic and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate hazard mitigation principles and practices into the local decision-making process.

This assessment is designed to provide a general overview of the key planning and regulatory tools or programs in place or under development for Volusia County and the participating jurisdictions, along with their potential effect on loss reduction. This information will help identify opportunities to address existing gaps, weaknesses or conflicts with other initiatives in addition to integrating the implementation of this Plan with existing planning mechanisms, where appropriate.

Section 7: Table 1 provides a summary of the relevant local plans, ordinances and programs already in place or under development for Volusia County and the participating jurisdictions. An (x) mark indicates that the given item is currently in place and being implemented by the local jurisdiction, or that it is currently being developed for future implementation. A more detailed discussion on each jurisdiction's planning and regulatory capability follows, along with the incorporation of additional information based on the narrative comments provided by local officials in response to the survey questionnaire.

Following the inventory of local plans, programs and policies is a description of each element upon which the local jurisdiction's capability score was based.

SECTION 7: CAPABILITY ASSESSMENT

Section 7: Table 1: Relevant Plans, Ordinances and Programs

Jurisdiction	Local Mitigation Strategy	Comprehensive Land Use Plan	Floodplain Management Plan*	Open Space Management Plan	Stormwater Management Plan	Natural Resource Protection Plan	Flood Response Plan	Emergency Operations Plan	Continuity of Operations Plan	Evacuation Plan	Disaster Recovery Plan	Economic Development Plan	Historic Preservation Plan	Floodplain Ordinance (or Flood Damage Prevention Ordinance)	Zoning Ordinance	Subdivision Ordinance	Unified Development Ordinance	Post-disaster Redevelopment /Reconstruction Ordinance	Building Code Effectiveness Grading Schedule (BCEGS)	Fire Code	National Flood Insurance Program	NFIP Community Rating System	Vulnerability Assessment
Daytona Beach	X	X	X		X		X	X		X	X	X	X	X	X	X	X	X		X	X	X	X
Daytona Beach Shores	X	X	X		X			X						X	X				X	X	X	X	X
DeBary	X	X	X	X	X	X	X	X	X		X	X		X	X	X				X	X		
DeLand	X	X	X		X		X	X	X	X	X		X	X	X	X	X	X	X	X	X		
Deltona	X	X	X	X	X		X	X	X	X	X	X	X	X	X		X			X	X		
Edgewater	X	X	X		X		X	X		X		X		X	X					X	X	X	
Holly Hill	X	X	X		X	X		X	X	X	X	X		X	X	X	X			X	X	X	X
Lake Helen	X	X	X		X	X		X		X				X	X	X	X			X	X		
New Smyrna Beach	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X		X	X	X	X	
Oak Hill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
Orange City	X	X	X	X	X	X		X	X				X	X	X	X				X	X		X
Ormond Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pierson	X	X	X					X		X				X	X	X				X	X		
Ponce Inlet	X	X	X	X	X	X	X	X	X	X	X		X	X	X				X	X	X	X	X
Port Orange	X	X	X		X			X	X	X		X		X	X	X	X		X	X	X	X	
South Daytona	X	X	X	X	X	X	X	X	X	X	X			X	X	X			X	X	X	X	X
Volusia County	X	X	X			X	X	X	X	X	X	X	X	X	X	X				X	X	X	X

SECTION 7: CAPABILITY ASSESSMENT

The project team at the East Central Florida Regional Planning Council developed the Local Mitigation Strategy with numerous resources, including existing plans, technical information and mapping software.

ESRI ArcGIS software and HAZUS was used to develop vulnerability profiles for the hazards covered throughout this report. Data collection by the project team included municipal critical facilities, stormwater facilities and lift/pump stations, as well as parcel data collected from the Volusia County Property Appraiser. Numerous GIS files were also downloaded from Volusia County I.T. for consideration, research, and use.

Technical plans were also reviewed for consistency with the Local Mitigation Strategy. This primarily included the county's Integrated Floodplain Management Plan, which was reviewed and updated alongside the 2025 LMS. The data collection, data analysis and risk profile methodologies used for the Local Mitigation Strategy and the Floodplain Management Plan are identical. The additional plans listed on the previous page **Section 7: Table 1: Relevant Plans, Ordinances and Programs**, including the Volusia County Continuation of Operations Plan and others, were also reviewed as made available.

Technical information was collected primarily from the Volusia County Emergency Management Department and the National Climatic Data Center, which compiles countywide reports on past hazard events, estimated losses, and other critical information for tracking the County's vulnerabilities.

7.3.2 Emergency Management

Hazard mitigation is widely recognized as one of the four primary phases of emergency management. Other phases include preparedness, response and recovery. Each phase is interconnected with hazard mitigation as **Section 7: Figure 1** suggests. Planning for each phase is a critical part of a comprehensive emergency management program and a key to the successful implementation of hazard mitigation actions. As a result, the *Capability Assessment Survey* asked several questions regarding emergency management plans in order to assess the jurisdiction's willingness to plan and their level of technical planning proficiency.

Section 7: Figure 1: The Phases of Emergency Management



Local Mitigation Strategy (LMS): Also called a hazard mitigation plan, the local mitigation strategy represents a community's blueprint for how it intends to reduce the impact of natural and human-caused hazards on people and the built environment. The essential elements of a local mitigation strategy include a risk assessment, capability assessment, mitigation strategy and the mitigation projects list.

- Volusia County and its jurisdictions developed the first version of their local mitigation strategy in 1999 (adopted 2000) and updated the plan in 2009,2014, and 2019. The plan is currently undergoing a revision that will be completed in January 2025.

Disaster Recovery Plan: A disaster recovery plan serves to guide the physical, social, environmental and economic recovery and reconstruction process following a disaster. In many instances, hazard mitigation principles and practices are incorporated into local disaster recovery plans with the intent of capitalizing on opportunities to break the cycle of repetitive disaster losses.

- A potential mitigation action that should be considered is for all participating jurisdictions to develop their own disaster recovery plan that would incorporate mitigation opportunities into the disaster recovery process.

Emergency Operations Plan: An emergency operations plan outlines responsibility and the means by which resources are deployed to respond to an emergency or disaster. Many communities choose to update their emergency operations plan before events occur to better prepare for future disasters. This is an example of hazard mitigation.

- Volusia County Emergency Management maintains the emergency operations plan that also covers their respective jurisdictions. In general, emergency operations planning has been determined to have a moderate effect on loss reduction, as its emphasis focuses on preparedness and response operations rather than hazard mitigation activities.

Continuity of Operation Plan: A continuity of operations plan establishes a chain of command line of succession, and plans for backup or alternate emergency response resources in case of an extreme emergency. Developing a continuity of operation plan is an example of hazard mitigation.

- Each of the other jurisdictions is encouraged to consider preparing their own continuity of operations plans as a possible mitigation action for inclusion this Plan.

7.3.3 General Planning

The implementation of hazard mitigation activities should involve agencies and individuals beyond the emergency management profession. Other stakeholders may include local planners, public works officials, economic development specialists and others. Because in many instances, concurrent local planning efforts help achieve or complement hazard mitigation goals, even though they are not specifically designed as such, the *Capability Assessment Survey* asked questions regarding each jurisdiction's general planning capabilities and the degree to which hazard mitigation is integrated into other ongoing planning efforts.

Comprehensive Land Use Plan: A comprehensive land use plan establishes the overall vision for a community and serves as a guide for future governmental decision making. Typically, a comprehensive plan is comprised of a summary of current and expected demographic conditions, land use, transportation elements and community facilities. Given the broad nature of the plan and its regulatory standing in many communities, the integration of hazard mitigation measures into the comprehensive plan can greatly enhance the likelihood of achieving risk reduction goals, objectives and actions.

- All jurisdictions within the region have a comprehensive land use plan as required by state law.

Capital Improvements Plan: A capital improvements plan guides the scheduling of spending for public improvement projects. A capital improvements plan can serve as an important mechanism to guide future development away from identified hazard areas. Limiting public spending in hazardous areas is one of the most effective long-term mitigation actions available to local governments.

- Volusia County has a Capital Improvements Element (CIE) that is part of the Comprehensive Plan. The Capital Improvement Plan should be considered a local funding source for mitigation projects recommended as part of the Local Mitigation Strategy and the implementation of those actions will help to reduce disaster damages.

Historic Preservation Plan: A historic preservation plan is intended to preserve historic structures or districts within a community. An often overlooked aspect of the historic preservation plan is the assessment of buildings and sites located in areas subject to natural hazards to include the identification of the most effective way to reduce future damages.[3] This may involve retrofitting or relocation techniques that account for the need to protect buildings that do not meet current building standards or are within a historic district that cannot easily be relocated out of harms way.

Zoning Ordinances: Zoning dictates the means by which land use is controlled by a local government. As part of a community's police power, zoning is used to protect the public health, safety and welfare of those within a given jurisdiction. A zoning ordinance is the mechanism through which zoning is implemented. Since zoning regulations enable municipal governments to limit the type and density of development, it can serve as a powerful tool, especially when applied in identified hazard areas.

Subdivision Ordinances: A subdivision ordinance is generally intended to regulate the development of housing, commercial and industrial uses, including associated public infrastructure, as land is subdivided into buildable lots for sale or future development. Subdivision design that accounts for natural hazards can dramatically reduce the exposure of future development.[4]

Building Codes, Permitting and Inspections: Building Codes regulate construction standards. In many communities' permits must be issued and inspections of work must take place for new construction. Decisions regarding the adoption of building codes (that account for hazard risk), the type of permitting process required both before and after a disaster, and the enforcement of inspection protocols all affect the level of hazard risk faced by a community. All Volusia County jurisdictions have adopted and enforce the Florida Building Code.

The adoption and enforcement of building codes by local jurisdictions is routinely assessed through the Building Code Effectiveness Grading Schedule (BCEGS) program developed by the Insurance Services Office, Inc. (ISO).[5] Under the BCEGS program, ISO assesses the building codes and enforcement of these codes in a particular community, with special emphasis on mitigation of losses from natural hazards. The results of BCEGS assessments are routinely provided to ISO's member private insurance companies, which in turn may offer ratings credits for new buildings constructed in communities with strong BCEGS classifications. The concept behind this is that communities with well-enforced, up-to-date codes should have fewer losses, and insurance rates can reflect that in these communities.

In conducting the assessment ISO collects information related to personnel qualifications and continuing education, as well as the number of inspections performed per day. This type of information, combined with local building codes, is used to determine a grade for that jurisdiction. The grades range from 1 to 10, with the lower grade being more ideal. A BCEGS grade of 1 represents exemplary commitment to building code enforcement, and a grade of 10 indicates less than minimum recognized protection. **Section**

[3] See Protecting the Past from Natural Disasters. 1989. Nelson, Carl. National Trust for Historic Preservation: Washington D.C.
[4] For additional information regarding the use of subdivision regulations in reducing flood hazard risk, see Subdivision Design in Flood Hazard Areas. 1997. Morris, Marya. Planning Advisory Service Report Number 473. American Planning Association: Washington D.C.
[5] Participation in BCEGS is voluntary and may be declined by local governments if they do not wish to have their local building codes evaluated.

7: Table 3 lists the BCEGS ratings for the jurisdictions within Volusia County that identified their rating to the planning team.

Section 7: Table 2: BCEGS Ratings in the Region

JURISDICTION	BCEGS RESIDENTIAL RATING	BCEGS COMMERCIAL RATING	YEAR LAST RATED
Daytona Beach	NA	3	NA
Daytona Beach Shores	3	3	NA
Lake Helen	4	4	2000
New Smyrna Beach	4	3	2023
Ormond Beach	3	3	2004
Ponce Inlet	4	3	NA
Port Orange	4	3	2020
South Daytona	3	2	2021

Source: Jurisdictions

7.3.4 Floodplain Management and National Flood Insurance Program (NFIP)

Flooding represents the greatest natural hazard facing the nation. At the same time the tools available to reduce the impacts associated with flooding are among the most developed when compared to other hazard-specific mitigation techniques. In addition to approaches that cut across hazards such as education, outreach, and the training of local officials, the *National Flood Insurance Program* (NFIP) contains specific regulatory measures that enable government officials to determine where and how growth occurs relative to flood hazards. Participation in the NFIP is voluntary for local governments; however, program participation is strongly encouraged by FEMA as a first step for implementing and sustaining an effective hazard mitigation program. It is therefore used as part of this assessment as a key indicator for measuring local capability.

In order for a county or municipality to participate in the NFIP they must adopt a local flood damage prevention ordinance which requires jurisdictions to follow established minimum building standards in the floodplain. These standards require that all new buildings and substantial improvements to existing buildings will be protected from damage by a 100-year flood event, and that new development in the floodplain will not exacerbate existing flood problems or increase damage to other properties.

A key service provided by the NFIP is the mapping of identified flood hazard areas. Once completed, the Flood Insurance Rate Maps (FIRMs) are used to assess flood risk, regulate construction practices and set flood insurance rates.[6] FIRMs are an important source of information to educate residents, government officials and the private sector about the likelihood of flooding in their community. The most recent adopted map is shown in **Section 7: Figure 2**.

[6] https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods/flood-maps.stml

The adoption of the NFIP and local flood damage prevention ordinance for each jurisdiction can be found in each land development municipal Code of Ordinances and/or Land Development Code. The following list identifies each participating jurisdiction adoption of NFIP standards:

- Daytona Beach
  - Daytona Beach, FL, Code of Ordinances § 7-4 (2014).
- Daytona Beach Shores
  - Daytona Beach Shores, FL, Code of Ordinances Appendix G, Chapter 10, Article I, Section 10-1 (2013).
- DeBary
  - DeBary, FL, Code of Ordinances Chapter 14, Article II, Division 1, Section 14-33 (2014).
- DeLand
  - DeLand, FL, Code of Ordinances Chapter 11, Article VI, Section 33-61 (2013).
- Deltona
  - Deltona, FL, Code of Ordinances Chapter 90, Article I (2014).
- Edgewater
  - Edgewater, FL, Code of Ordinances Chapter 7, Article I, Section 7 (2014).
- Holly Hill
  - Holly Hill, FL, Code of Ordinances Chapter 94, Article II (2013).
- Lake Helen
  - Lake Helen, FL Code of Ordinances Part I, Article 10 (2021).
- New Smyrna Beach
  - New Smyrna Beach, FL, Part II Code of Ordinances Chapter 26, Article VIII (2014).
- Oak Hill
  - Oak Hill, FL, Code of Ordinances Chapter 24, Article VII (2013).
- Orange City
  - Orange City, FL, Code of Ordinances Chapter 5, Article I, Section 5.2 (2009).
- Ormond Beach
  - Ormond Beach, FL, Land Development Code Chapter 3, Article II, Section 3-20 (2013).
- Pierson
  - Pierson, FL, Code of Ordinances Chapter 9, Article IV, Division 2, Section 9-162 (2014).
- Ponce Inlet
  - Ponce Inlet, FL, Code of Ordinances Part IV, Chapter VI (2017).
- Port Orange
  - Port Orange, FL. Land Development Code Chapter 8, Article I, Section 1 (2014).
- South Daytona
  - South Daytona, FL, Land Development Code Section VII, Section 7.2 (2017).
- Volusia County
  - Volusia County, FL Code of Ordinances Chapter 72, Article III, Division 7 (2013).

Volusia County Government has several mutual aid agreements with public works departments throughout the county, as well as a Memorandum of Understanding (MOU) between Volusia County and all jurisdictions within the county (adopted in 2014). Local municipalities and the county can also apply for assistance on the federal level. The county refers to the Emergency

Management Assistance Compact. The county and many municipalities participate in the CRS (Community Rating System) to lower mitigation costs for residents.

Volusia Prepares is a multi-jurisdictional, public-private partnership that maintains a comprehensive, county-wide local mitigation strategy and acts as the Hazard Mitigation Representative. Other county and municipal agencies perform routine mitigation-related functions, including but not limited to the following:

- Considering hazard mitigation issues in the county's comprehensive plan and land development code.
- Enforcement of the county's flood plain ordinance.
- Issuance of building permits and enforcing building codes.
- Conducting fire inspections.
- Conducting public information and education programs related to hazard mitigation.

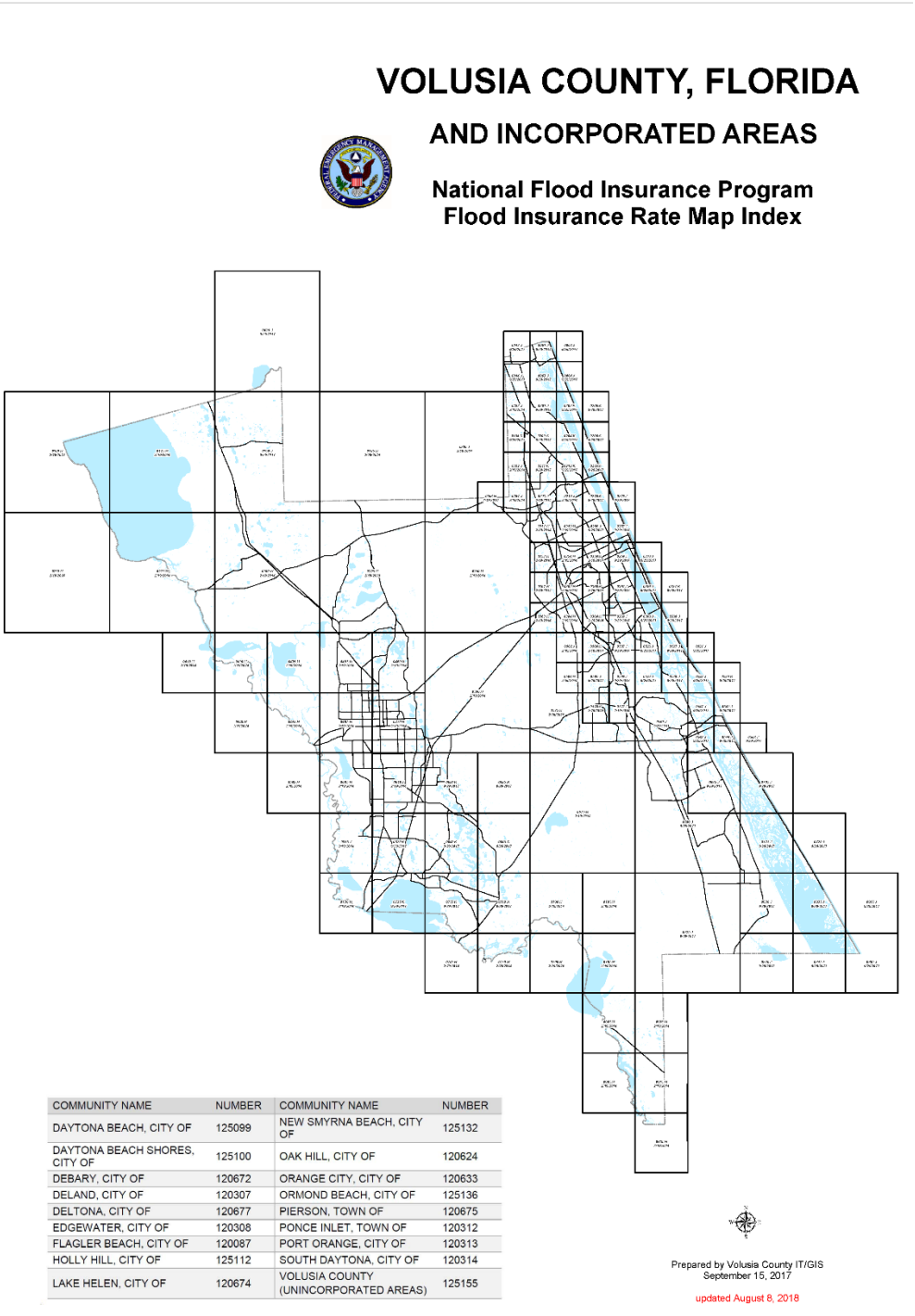
In the post-disaster time frame, the Planning Committee may be requested by the Chair of the Steering Committee to form one or more teams to identify the mitigation opportunities and needs highlighted by the experience with the event. The Chair will request the assistance of the County Emergency Management Division in identifying such individuals and notifying them of the upcoming assessment process. This post-event assessment process will also be utilized, when applicable, to evaluate the effectiveness in mitigation initiatives in place. At a minimum, representatives from the impacted local jurisdictions will be represented on such teams, as will personnel from the County Emergency Management Division serving as Volusia Prepares support staff.

The Emergency Management Division coordinates with the CRS Coordinator, the Growth and Resource Management Department and the Property Appraisers Office to identify substantially damaged structures in SFHAs throughout the entire county and its jurisdictions. Once an incident occurs the Property Appraisers Office will send out teams to conduct the initial assessment of damaged areas and structures. The Property Appraisers Office will work with the municipalities and generate a list of the damaged structures, destroyed, major, minor, and affected, and provide to the Emergency Management Division to disseminate to the state and Emergency Management Partners. The Growth and Resource Management Department will then send out teams to take pictures, leave door hangers, identify if structures are substantially damaged, and mail out letters to the owners of the substantially damaged structures in the SFHAs, to come in for permits. A database will be created after each incident of the substantially damaged structures. The substantially damaged structures in a SFHA database will be shared with the Emergency Management Division. Within 45 days of the incident, the CRS Coordinator will facilitate a meeting with all participating community CRS coordinators and/or floodplain managers from the municipalities to discuss the substantially damaged structures in SFHAs within their jurisdictions. To maintain awareness for mitigation projects, the Emergency Management Division compares mitigation projects to the substantially damaged in a SFHA database.

Support Agencies responsible for implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs:

- Sheriff's Office
- Property Appraiser
- Growth & Resource Management
- Public Works
- Accounting Services
- Budget and Administration Services
- Purchasing Department
- Community Services
- Emergency Services Department
- Municipalities

Section 7: Figure 2: FEMA DFIRM Panel Map. Last updated August 8, 2018[7]



COMMUNITY NAME	NUMBER	COMMUNITY NAME	NUMBER
DAYTONA BEACH, CITY OF	125099	NEW SMYRNA BEACH, CITY OF	125132
DAYTONA BEACH SHORES, CITY OF	125100	OAK HILL, CITY OF	120624
DEBARY, CITY OF	120672	ORANGE CITY, CITY OF	120633
DELAND, CITY OF	120307	ORMOND BEACH, CITY OF	125136
DELTONA, CITY OF	120677	PIERSON, TOWN OF	120675
EDGEWATER, CITY OF	120308	PONCE INLET, TOWN OF	120312
FLAGLER BEACH, CITY OF	120087	PORT ORANGE, CITY OF	120313
HOLLY HILL, CITY OF	125112	SOUTH DAYTONA, CITY OF	120314
LAKE HELEN, CITY OF	120674	VOLUSIA COUNTY (UNINCORPORATED AREAS)	125155

[7] https://volusiacountyfl.maps.arcgis.com/apps/instant/basic/index.html?appid=a12bb2c92372450ca1712a0651815b5f

An additional indicator of floodplain management capability is the active participation of local jurisdictions in the *Community Rating System* (CRS). The CRS is an incentive-based program that encourages counties and municipalities to undertake defined flood mitigation activities that go beyond the minimum requirements of the NFIP, adding extra local measures to provide protection from flooding. All of the 18 creditable CRS mitigation activities are assigned a range of point values. As points are accumulated and reach identified thresholds, communities can apply for an improved CRS class. Class ratings, which run from 10 to 1, are tied to flood insurance premium reductions. As class ratings improve (the lower the number the better), the percent reduction in flood insurance premiums for NFIP policyholders in that community increases.

Community participation in the CRS is voluntary. Any community that is in full compliance with the rules and regulations of the NFIP may apply to FEMA for a CRS classification better than class 10. The CRS application process has been greatly simplified over the past several years, based on community comments intended to make the CRS more user friendly, and extensive technical assistance available for communities who request it.

Volusia County and its 16 jurisdictions are all participants in the National Flood Insurance Program (NFIP) and many jurisdictions participate in the Community Rating System (CRS). Compliance with the NFIP is maintained through:

- Jurisdiction participation in the Volusia Prepares Working Group (quarterly)
- Quarterly submittal of Mitigation Initiatives by jurisdiction
- Complying with NFIP through County/Municipal Floodplain Ordinances (exceed CFR-44)
- Compliance with Florida Building Code

Section 7: Table 3: CRS Premium Discounts, By Class

CRS CLASS	PREMIUM REDUCTION
1	45%
2	40%
3	35%
4	30%
5	25%
6	20%
7	15%
8	10%
9	5%
10	None

Section 7: Table 4: CRS Participation in Volusia County (as of 11/15/2024)

JURISDICTION	CRS CLASSIFICATION	DISCOUNT FOR SFHA
Daytona Beach	5	25%
Daytona Beach Shores	5	25%
DeBary	NA	NA
DeLand	NA	NA
Deltona	9	5%
Edgewater	7	15%
Holly Hill	8	10%
Lake Helen	NA	NA
New Smyrna Beach	5	15%
Oak Hill	NA	NA
Orange City	NA	NA
Ormond Beach	5	25%
Pierson	NA	NA
Ponce Inlet	5	25%
Port Orange	5	25%
South Daytona	7	15%
Volusia County	5	25%

Floodplain Management Plan: A floodplain management plan (or a flood mitigation plan) provides a framework for action regarding the corrective and preventative measures put in place to reduce flood-related impacts. Floodplain management plans are similar to hazard mitigation plans except for the fact that they focus solely on flood hazards and identify specific actions to address flooding problems within a jurisdiction.

- All jurisdictions have a floodplain management plan, located within the County Floodplain Management Plan.

Stormwater Management Plan: A stormwater management plan is designed to address flooding associated with stormwater runoff. The stormwater management plan is typically focused on design and construction measures intended to reduce the impact of minor urban flooding. Stormwater management plans are an excellent way for local governments to regulate stormwater flow within the jurisdiction and to prevent future stormwater problems.

7.3.5 Gaps and Capability Improvements

Small jurisdictions within Volusia County do not have the necessary resources to expand operations beyond what is needed for day-to-day operations. These municipalities rely on support from the County to develop plans and execute necessary safety measures, particularly in times of disaster. Municipalities such as DeBary, Oak Hill, and Pierson fall into this category. These communities often resort to the County's policies to guide their own.

Municipalities such as Daytona Beach, Deltona, New Smyrna Beach, and Ormond Beach have numerous policies in place to support hazard mitigation efforts as described throughout this report. Cities such as DeLand, Edgewater, and Port Orange have more than half of policies listed that support mitigation, but still face serious, ongoing damage from hazards, particularly flooding. Policy gaps and continued development increase the vulnerability to hazards within these jurisdictions.

It is recommended within the next five years that each jurisdiction reviews the existing policies for relevance, adopts additional policies mentioned in this document, and reassess developed or developing areas that are considered high risk as identified in Vulnerability Assessments. If a jurisdiction has not completed a Vulnerability Assessment, this can be accomplished through the Resilient Florida Grant Program.[8] Additionally, within the next five years, all municipalities are encouraged to participate in all LMS quarterly meetings and engage in county-wide resilience working groups to improve their capabilities to respond, mitigate, and recover from disasters.

[8] https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-grants

7.4 PUBLIC CAPABILITY ASSESSMENT

As described in Section 2 of the plan, the public engagement sessions and surveys provided insight into residents' capabilities to respond and recover from disasters. The feedback received provides an opportunity for stakeholders to be involved in the planning process.

Residents from the community were invited to the LMS Working Group quarterly meetings, and two public engagement sessions. All residents were encouraged to speak on hazard concerns witnessed in the past five years to provide insight into Volusia County Emergency Management on individual and community level capabilities. The main concern of the public was about hurricane and flooding damage. Key takeaways from the public engagement sessions were:

- Flood mitigation efforts are ad hoc and there is no sole department or person overseeing mitigation efforts.
- There is no true definition of success or metrics on how to measure mitigation efforts to ensure they are working as intended.
- Maintenance and pre-storm preparations do not meet the public's needs for safety and security.
- Local building codes, zoning, and construction practices should be reevaluated to safeguard public confidence.

Additionally, the homeowner surveys collected information on the public's capabilities to respond and recover from disasters. There were 136 responses to this survey. Key takeaways were:

- 82% responded yes to noticing an increase in flood events.
- 49% responded yes to having flood insurance on their property.
- 56% responded no to implementing individual mitigation measures on their property.
- Of the 29% of those who have implemented individual mitigation measures on their property, 29% were landscaping/drainage improvements and 10% installed flood barriers.
- 51% have not implemented individual mitigation measures on their property due to financial setbacks and 20% claimed perceived difficulty.

7.5 EXISTING COUNTY-WIDE EFFORTS

Volusia County has invested resources into various plans and studies prior to this plan's update that contribute towards hazard mitigation and resilience. These plans and studies were reviewed during the update of this plan and discussed during LMS Working Group quarterly meetings by the various stakeholders and departments that completed them. Examples include:

- 2012 Volusia County Sustainability Action Plan
- 2017 Resilient Volusia County Phase 1
- 2018 East Central Florida Regional Resilience Collaborative
- 2019 East Central Florida Regional Resiliency Action Plan (RRAP)
- 2020 Planning for the Financial, Socio-Economic and Infrastructure-Related Effects of Sea Level Rise on Future Hurricane Storm Surge Intensity Report
- 2021 Resilient Volusia County Phase 2- Adaptation Action Areas Report
- 2023 Enhanced State Hazard Mitigation Plan
- 2024 East Central Florida Regional Risk Assessment
- Florida Statewide Regional Evacuation Study Program Regional Hazard Analysis
- Numerous vulnerability assessments throughout cities and county
- Numerous basin studies throughout cities and county

7.6 CONCLUSIONS OF THE CAPABILITY ASSESSMENT

The capability of Volusia County and the participating jurisdictions varies greatly from jurisdiction to jurisdiction. **Table 7.6** lists the total number of jurisdictions that have plans, ordinances and programs in place or under development.

Section 7: Table 5: Relevant Plans, Ordinances and Programs

Plan, Ordinance or Program	Total Number of Jurisdictions
Local Mitigation Strategy	17
Comprehensive Land Use Plan	17
Floodplain Management Plan	17
Open Space Management Plan	8
Stormwater Management Plan	15
Natural Resource Protection Plan	10
Flood Response Plan	11
Emergency Operations Plan	17
Continuity of Operations Plan	11
Evacuation Plan	14
Disaster Recovery Plan	11
Capital Improvements Plan	17
Economic Development Plan	11
Historic Preservation Plan	8
Floodplain Ordinance (or Flood Damage Prevention Ordinance)	17
Zoning Ordinance	17
Subdivision Ordinance	13
Unified Development Ordinance	9
Post-disaster Redevelopment / Reconstruction Ordinance	4
Building Code	17
Fire Code	17
National Flood Insurance Program	17
NFIP Community Rating System	11

Capability *Assessment* and *Risk Assessment* serve as the foundation for a meaningful hazard mitigation strategy. During the process of identifying the goals and mitigation actions each jurisdiction must consider not only their level of hazard risk but also their existing capability to minimize or eliminate that risk.

In jurisdictions where the overall risk of hazard is high, specific mitigation actions that account for these conditions should be considered. This may include less costly actions such as minor ordinance revisions or public awareness activities. If necessary, specific capabilities may need to be improved to better address recurring threats. Similarly, in cases where the hazard vulnerability is low, more emphasis can be placed on actions that may impact future vulnerability, such as guiding development away from known hazard areas using various regulatory measures.

Use of Social Media and Other Media for Warning and Loss Prevention

Volusia County Emergency Management uses its X, formally known as Twitter, and Facebook account to provide warning to residents about incoming storms and other natural hazards. In unison with social media, the County Public Information Officer and Emergency Manager stay in communication with local television stations as well as national television stations such as The Weather Channel before, during and after storm and natural hazard events). Coordination with media sources often includes tips for residents for property mitigation (such as sandbagging) and tips for residents to stay safe after a storm (including staying away from downed power lines and standing water).

As of 2024, Volusia County Emergency Management launched an app focused on public outreach on emergency preparedness. This app sends out push notifications and public safety messages in real-time. The app provides information on topics such as state of emergencies, current events, weather conditions, sheltering, and disaster assistance.

SECTION 8 – MITIGATION STRATEGY

This section of the Plan provides the blueprint for Volusia County and the participating jurisdictions to become less vulnerable to its identified hazards. It is based on general consensus of the Volusia Prepares LMS Working Group (LMS Working Group) and the findings and conclusions of the *Capability Assessment* and *Risk Assessment*. It consists of the following five subsections:

- **Introduction**
- **Mitigation Goals**
- **Identification and Analysis of Mitigation Techniques**
- **Selection of Mitigation Techniques for Volusia County**
- **Mitigation Success Stories**
- **Plan Update Requirement**

8.1 INTRODUCTION

The intent of the Local Mitigation Strategy is to provide Volusia County and the participating jurisdictions with the goals that will serve as guiding principles for future mitigation policy and project administration, along with an analysis of mitigation techniques deemed available to meet those goals and reduce the impact of identified hazards. It is designed to be comprehensive, strategic and functional in nature:

- In being comprehensive, the development of the strategy includes a thorough review of all hazards and identifies extensive mitigation measures intended to not only reduce the future impacts of high-risk hazards, but also to assist the County and participating jurisdictions achieve compatible economic, environmental and social goals.

- In being strategic, the development of the strategy ensures that all policies and projects proposed for implementation are consistent with pre-identified, long-term planning goals.

- In being functional, each proposed mitigation action is linked to established priorities and assigned to specific departments or individuals responsible for their implementation with target completion deadlines. When necessary, funding sources are identified that can be used to assist in project implementation.

The first step in designing the LMS includes the identification of countywide mitigation goals. Mitigation goals represent broad statements that are achieved through the implementation of more specific, action-oriented objectives. These actions include both hazard mitigation policies (such as the regulation of land in known hazard areas through a local ordinance), and hazard mitigation projects that seek to address specifically targeted hazard risks (such as the acquisition and relocation of a repetitive loss structure).

The second step involves the identification, consideration and analysis of available mitigation measures to help achieve the identified mitigation goals. This is a long-term, continuous process, sustained through the development and maintenance of this Plan. Alternative mitigation measures will continue to be

considered as future mitigation opportunities become identified, as data and technology improve, as mitigation funding becomes available, and as this Plan is maintained over time.

The third and last step in designing the LMS is the selection and prioritization of specific mitigation actions, referred to as Hazard Mitigation Initiatives, for Volusia County and participating jurisdictions. The Mitigation Action Plan (MAP) represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for Volusia County and its participating jurisdictions and partners to carry out with accompanying information such as those departments or individuals assigned responsibility for their implementation, potential funding sources and an estimated target date for completion, serving as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to quickly review the recommendations and proposed actions.

In preparing the Mitigation Action Plan for Volusia County, the LMS Working Group considered the overall hazard risk and capability to mitigate the effects of hazards as determined through the risk and capability assessment process, in addition to meeting the adopted countywide mitigation goals and unique needs of the community. Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

The mitigation initiative scoring system is provided in **Section 8: Table 1**.

Section 8: Table 1: Mitigation Initiative Scoring System

Prioritization Criteria	Scoring				
Population Benefited	**4** - Project will benefit a multi-jurisdictional area.	**3** - Project will benefit a jurisdictional area.	**2** - Project will benefit less than 100% of a jurisdiction (i.e., neighborhood).		
Health and Safety Considerations *Add 1 point for projects that benefit a multi-jurisdictional area.	**4** - Project would benefit 75% or more of the population.	**3** - Project would benefit 50-74% of the population.	**2** - Project would benefit 25-49%of the population.	**1** - Project would benefit less than 25% of the population.	
Environmental Impact	**1** - Project improves the environment.	**0** - Risk to the environment is undetermined.	**(-1)** - Project poses risk to the environment.		
Consistence with other Plans and Programs	**4** - Project is incorporated into the LMS, CEMP and Comprehensive Plan, and supports the National Flood Insurance Program (i.e., for flood related projects).	**3** - Project is incorporated into at least two of these plans.	**2 -** Project is incorporated into at least one of these plans.	**1** - Project is consistent with other local standards, aside from LMS, CEMP and Comprehensive Plan.	
Reduces Risk of Future Property Damage	**4 -** Mitigates a hazard of high frequency or risk.	**3 -** Mitigates a hazard of moderate frequency or risk.	**2 -**Mitigates a hazard of low frequency or risk.	**1 -** Mitigates a hazard of very low frequency or risk.	
Supports Essential or Critical Services	**5** - Project will ensure continuity of operations for essential infrastructure or services.	**3** - Project will support infrastructure or services with loss/damage history.	**1** - Project will support infrastructure or services without loss/damage history.	**0** - Project's operation will have no impact on community infrastructure or services if disrupted.	
Probability of Receiving Funding for Implementation	**4** - Limited funding potential exists.	**3** -Potential funding sources are other state or federal grants or similar funding sources.	**2** - Potential funding is readily available through emergency preparedness or mitigation funding sources.	**0** - Potential funding is readily available through local funding sources (e.g., budgeting, capital improvements).	
Feasibility of Implementation	**4** - Project would be relatively easy to implement in one year.	**3** - Project would be easy to implement in three years.	**2** - Project would be easy to implement in five years.	**0** - Project would be difficult to implement.	
Community Rating System	**4** - Project supports all four elements of CRS flood-related activities (public information, mapping and regulations, damage reduction and flood preparedness).	**3** - Project supports three CRS elements.	**2** - Project supports two CRS elements.	**1** - Project supports one CRS element.	**0** - Project does not support any CRS element.
Repetitive Loss Mitigation	**4** - Project protects 50% or more of Repetitive Loss (RL) structures.	**2** - Project protects less than 50% of RL structures.	**0** - Project does not protect a RL structure.		
Benefit Cost Ratio	**5** - Project has a Benefit Cost Ratio (BCR) of "1" or higher, using FEMA approved software.	**3** - Project has a BCR of less than "1" using FEMA approved software.	**0** - The BCR cannot be determined.		

8.2 MITIGATION GOALS

44 CFR Requirement

44 CFR Part 201.6(c)(3)(i):
The mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

For the 2025 plan update, the LMS Working Group used the goal listing updated and developed as part of the 2020 plan update. Each of the following goal statements represent a broad target for Volusia County and its participating jurisdictions and partners to achieve through the implementation of its more detailed Mitigation Action Plan provided in Section 9: *Mitigation Action Plan*. They are intended to reflect the unique needs and wishes of the communities of Volusia County to have a more "disaster resilient" future.

Section 8: Table 2: LMS Working Group Mitigation Goals

GOAL 1: Strengthen effective hazard mitigation programming through policies, regulations, and technology through local government collaborations.
***Objective 1*:** Develop a mechanism to track mitigation projects for active reporting among jurisdictions.
***Objective 2*:** Support the efforts of each jurisdictions' Community Rating Systems program.
***Objective 3*:** Review, develop and enforce policies, plans and regulations to discourage or prohibit inappropriate location of structures or infrastructure components in high-risk areas.
***Objective 4*:** Leverage available information and data from sources, such as individual vulnerability assessments, the Regional Resilience Action Plan, and Adaption Action Areas to further mitigation efforts.
***Objective 5*:** Seek funding to implement and further existing forecasting technology.
***Objective 6*:** Strengthen surveying strategies before and after a disaster for more comprehensive damage assessments.
GOAL 2: Local government will endeavor to have resilient critical infrastructure that supports operations before, during, and after disasters.
Objective 1: Educate local partners on the need for financial planning to reduce risk and recover critical infrastructure quickly after a disaster.
Objective 2: Implement adaptation strategies and encourage routine maintenance of critical infrastructure through physical and geological enhancements using available technology.
***Objective 3*:** Evaluate utility, telecommunications, and information technology systems with external agency partners to determine potential mitigation opportunities.
***Objective 4*:** Assess transportation routes, systems, and infrastructure to identify potential relocation, retrofit, or modification opportunities to ensure safe passage before, during and after disaster events.
***Objective 5*:** Prioritize the functions of emergency service operations and their facilities.
Objective 6: Annually seek opportunities and apply for funding to expand future shelter capacity and for existing shelter retrofits.

GOAL 3: Encourage economic sustainability within the community.

Objective 1: Local government will encourage businesses and industries to make employment facilities and operations more disaster resilient.

Objective 2: Develop partnerships to enhance communication between private sector businesses and local governments.

Objective 3: Offer training to local businesses and professional organizations on all hazard preparedness.

Objective 4: Review the needs of key supply chain demands in the community by establishing programs, facilities or resources to support business continuity.

GOAL 4: Enhance the whole community's understanding of the hazards and the techniques used to minimize vulnerability.

Objective 1: Provide information through outreach activities to further the public's understanding of local hazards and residential vulnerabilities.

Objective 2: Inform tourists on the hazard risks and preparedness.

Objective 3: Collaborate with private sector associations and businesses to further disaster preparedness and business continuity.

Objective 4: Encourage each jurisdiction to participate in trainings and exercises and share resources with one another.

8.3 IDENTIFICATION AND ANALYSIS OF MITIGATION TECHNIQUES

44 CFR Requirement

44 CFR Part 201.6(c)(3)(ii):
The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effect of each hazard, with particular emphasis on new and existing buildings and infrastructure.

In formulating the LMS for Volusia County, a wide range of activities were considered to help achieve the established mitigation goals in addition to addressing any specific and targeted hazard concerns. These activities were discussed by the LMS Working Group at meetings held over the course of plan development. In general, all activities considered by the LMS Working Group can be classified under one of the following six (6) broad categories of mitigation techniques.

1. Prevention
Preventative measures are intended to keep hazard problems from getting worse and are typically administered through government programs or regulatory actions that influence the way land is developed and buildings are built. They are particularly effective in reducing a community's future vulnerability, especially in areas where development has not occurred or capital improvements have not been substantial. Examples of preventative activities include:

- Planning and zoning
- Building codes
- Open space preservation
- Floodplain regulations
- Stormwater management regulations
- Drainage system maintenance
- Capital improvements programming
- Riverine / fault zone setbacks

2. Property Protection
Property protection measures involve the modification of existing buildings and structures to help them better withstand the forces of a hazard, or removal of the structures from hazardous locations. Examples include:

- Acquisition
- Relocation
- Building elevation
- Critical facilities protection
- Retrofitting (e.g., wind proofing, floodproofing, seismic design techniques, etc.)
- Safe rooms, shutters, shatter-resistant glass
- Insurance

3. Natural Resource Protection

Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes and sand dunes. Parks, recreation or conservation agencies and organizations often implement these protective measures. Examples include:

- Floodplain protection
- Watershed management
- Riparian buffers
- Forest and vegetation management (e.g., fire resistant landscaping, fuel breaks, etc.)
- Erosion and sediment control
- Wetland preservation and restoration
- Habitat preservation
- Slope stabilization

4. Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by modifying the environmental natural progression of the hazard event through construction. They are usually designed by engineers and managed or maintained by public works staff. Examples include:

- Reservoirs
- Dams / levees / dikes / floodwalls
- Diversions / detention / retention
- Channel modification
- Storm sewers

5. Emergency Services

Although not typically considered a “mitigation” technique, emergency service measures do minimize the impact of a hazard event on people and property. These commonly are actions taken immediately prior to, during, or in response to a hazard event. Examples include:

- Warning systems
- Evacuation planning and management
- Emergency response training and exercises
- Sandbagging for flood protection
- Installing temporary shutters for wind protection

6. Public Education and Awareness

Public education and awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their property. Examples of measures to educate and inform the public include:

- Outreach projects
- Speaker series / demonstration events

- Hazard map information
- Real estate disclosure
- Library materials
- School children educational programs
- Hazard expositions

8.4 SELECTION OF MITIGATION TECHNIQUES FOR VOLUSIA COUNTY

In order to determine the most appropriate mitigation techniques for Volusia County, the LMS Working Group thoroughly reviewed and considered collective findings of various community assessments. Other considerations included each individual mitigation action's effect on overall risk to life and property, health and safety, the environment, plan consistency, its ease of implementation and general cost-effectiveness, and funding availability (if necessary).

FEMA guidance for meeting the planning requirements of the Disaster Mitigation Act of 2000 specifies that local governments should prioritize their mitigation actions based on the level of risk a hazard poses to life and property. In response to this requirement, the LMS Working Group used and completed a Mitigation Techniques Matrix (**Section 8: Table 3**) to make certain they addressed, at a minimum, those hazards posing the greatest threat.

Section 8: Table 3: Mitigation Techniques Matrix for Volusia County

MITIGATION TECHNIQUE	HIGH RISK HAZARDS			
	FLOOD	TROPICAL CYCLONES	RISING COASTAL WATERS	TORNADO
Prevention	✓	✓	✓	✓
Property Protection	✓	✓	✓	✓
Natural Resource Protection	✓	✓	✓	
Structural Projects	✓	✓	✓	✓
Emergency Services	✓	✓	✓	✓
Public Education & Awareness	✓	✓	✓	✓

The Mitigation Techniques Matrix provides the LMS Working Group with the opportunity to cross-reference each of the priority high risk hazards, the aforementioned comprehensive range available mitigation techniques, including prevention; property protection; natural resource protection; structural projects; emergency services; and public education and awareness. However, it is important to note that Volusia County's Mitigation Action Plan includes an array of actions targeting multiple hazards and is not necessarily limited to only those classified as high risk.

Additional mitigation strategies range from:

- Seawalls
- Breakwaters
- Habitat restoration
- Beach renourishment
- Living Shorelines
- Elevating major roadways
- Raising vulnerable structures
- Water pump systems
- Underground utilities
- Permeable pavement
- Low impact development
- Floodproofing structures
- Rain gardens
- Increase density standards
- Land acquisition
- Public Outreach and Education

8.5 PLAN REVISIONS

Because of FEMA requirements for plan updates, the Mitigation Action Plan was reviewed by each agency responsible identified for implementing the action. For each action, an update on the implementation status (completed, deleted, or deferred) was provided and milestones achieved or impediments to implementation of the actions were identified to adjust the project list as necessary.

The current goals and objectives were updated and refined through a series of virtual and in-person meetings in 2024. All members of the Volusia Prepares Working Group were invited to participate in the meetings outside the quarterly meetings. All feedback was evaluated and incorporated into the outlined goals and objectives.

Flooding, rising coastal waters, and tropical cyclones were the top concerns for the LMS Volusia Prepares Working Group and residents throughout Volusia County. These hazards are complex issues with multiple contributing factors, often specific to a given site. Effective mitigation requires accurate data collection and analysis to identify areas that have experienced repeated damage. Prioritization should be given to these locations, followed by those that have been damaged most recently, ensuring that resources are allocated efficiently to address the most impacted areas first. Given the constraints of available resources, it is essential to focus on areas where mitigation efforts will have the greatest impact.

Public concerns regarding such hazards have frequently attributed the issue to new development. While development can be a contributing factor in certain locations—such as Venetian Bay in New Smyrna Beach, Old Dixie Highway in Ormond Beach, the west side of Daytona Beach, and new miscellaneous subdivisions throughout the county—these hazards are typically the result of a combination of factors. Addressing existing challenges requires a site-specific approach that considers a broad range of contributing causes and solutions.

SECTION 9 – MITIGATION ACTION PLAN

44 CFR Requirement

44 CFR Part 201.6(c)(3)(iii): The mitigation strategy shall include an action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction.

This section includes the listing of the mitigation actions proposed by Volusia County and its participating jurisdictions and partners. It has been designed to achieve the mitigation goals and objectives established in Section 8: Mitigation Strategy and will be maintained on a regular basis according to the plan maintenance procedures established in Section 10: Plan Maintenance Procedures.

As described in the previous section, the Mitigation Action Plan, or MAP, represents an unambiguous and functional plan for action. Each proposed mitigation action has been identified as an effective measure (policy or project) to reduce hazard vulnerability for Volusia County.

Most importantly, implementation mechanisms are provided for each action, including the designation of a lead agency or department responsible for implementing the action. Specific information regarding project cost and timeframe for its completion is on file with Volusia County Emergency Management. These implementation mechanisms ensure that Volusia County Local Mitigation Strategy remains a functional document that can be monitored for progress over time.

Section 9: Table 1: Key Elements of the Mitigation Action Plan

Priority	Indicates whether the action is a "low" priority, "moderate" priority or "high" priority based on the established prioritization criteria: Low = <10; Moderate = 11-24; High = 25+
Jurisdiction	Identifies the geographic location where the initiative is located.
Responsible Organization	Identifies the local agency, department or organization that is best suited to implement the proposed action, project or initiative.
Hazard(s)	Lists the hazard(s) the proposed action is designed to mitigate against.
Mitigation Technique Category	It indicates the mitigation technique that the proposed action is designed to help achieve. Categories include E = Emergency Services; P = Prevention; PE = Public Education; PP = Property Protection; S = Structural
Initiative	Identifies a specific action that, if accomplished, will reduce vulnerability and risk in the impact area. Actions may be in the form of local policies (i.e., regulatory or incentive-based measures), programs or structural mitigation projects and should be consistent with any pre-identified mitigation goals and objectives. An identification number is provided. The county has additional information on files for each initiative (e.g., location, damage history, specific mitigation measure, estimated cost, etc.)
Funding	If applicable, it indicates how the cost to complete the action will be funded. For example, funds may be provided from existing operating budgets or general funds, a previously established contingency fund, a cost-sharing federal or state grant program, etc. The default funding source for initiatives within this listing is the Hazard Mitigation Grant Program (HMGP). Outside of the HMGP, funding sources for these projects are typically determined on the local level for "proactive" projects that do not need a disaster declaration to be funded. However, most of the projects on this listing do not have a set funding source, which defaults the project to HMGP. If identified, specific funding sources will be attributed to initiatives.
Approved by LMS Working Group	Identifies the date when the initiative was approved by the LMS Working Group
Completion Date	Indicates when the action was completed. Remember that some actions will require only a minimal amount of time, while others may require a long-term or continuous effort. Projects are "deferred" or "terminated" from list listing at the discretion of the jurisdiction that is implementing those changes. When initiatives are deferred or deleted on the jurisdictional level, countywide representatives are notified via the LMS Working Group (or Volusia Prepares), and the countywide initiative listing is updated at that time.
Status	The status indicators for each initiative is as follows: • C = Current • D = Deferred ****See notes under "Completion Date" above**** • N = New • T = Terminated ****See notes under "Completion Date" above**** • U = Updated • CF = Completed with other funding • W = Withdrew • L = Looking for other funding

Each mitigation initiative has been scored by the responsible jurisdiction. The scoring system is included in Section 8: Mitigation Strategy.

Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

Each mitigation initiative was scored on 10 of these 11 factors. The jurisdictions have not run an official benefit cost analysis (BCA) for the initiatives at this time. The jurisdictions did include a general BCA in the mitigation initiative application that was submitted to Volusia County Emergency Management. However, the BCA will be run for the initiatives following a disaster to factor in all known damage costs.

The mitigation initiatives are not listed in exact priority order, though each has been assigned a priority level of “low”, “moderate”, or “high”.

All mitigation initiatives included in the Action Plan that propose to reduce flood hazard vulnerability advance the intent of the National Flood Insurance Program (NFIP), as they will meet the current local floodplain regulations adopted by the jurisdictions as required by the NFIP. Two of the scoring factors used to determine the priority of the actions specifically address the intent of the NFIP and the Community Rating System (CRS). These two factors consider whether the initiative supports elements of the CRS and reduces repetitive flood losses.

Volusia County is highly committed to reducing flood losses in support of the NFIP and has predominantly used local funding to implement these projects. Examples of these initiatives include acquiring and relocating repetitive loss structures, relocating critical facilities from the 100-year floodplain, floodproofing equipment at water treatment plants, performing drainage improvement projects and creating new topographic maps based on newly collected Light Detection and Ranging (LiDAR) data. Approximately half of open disaster mitigation initiatives support flood hazard vulnerability reduction.

The open mitigation initiatives are listed in the Action Plan in **Section 9: Table 2** If a mitigation initiative does not have a status indicator, it is considered “open.

In 2019, the East Central Florida Regional Planning Council and Volusia County Emergency Management mapped the locations of all mitigation projects, by type, as part of a project with the Florida Department of Environmental Protection. These maps are available upon request.

Section 9: Table 2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 1/28/2025)

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0546	Ian (2)	Ormond Beach	Public Works	Flood	P PP S	VOL -0546 Fleming Avenue Pump Station Central Park Flood Mitigation	HMGP	$12,561,200.00	10/3/2019	12/31/2028	C
VOL-0555	Ian (10)	Holly Hill	Public Works	Flood	P PP	VOL- 0555 Lift Station #21 Refurbishment	HMGP	$516,000.00	10/3/2019	12/31/2028	C
VOL-0560		Volusia County	VCEM	Riverine Surge	P PP S	VOL-0560 Elevate and retrofit flood prone home	FMA		10/3/2019	1/1/2024	T
VOL-0561		Volusia County	VCEM	Riverine Surge	P PP S	VOL-0561 Elevate and retrofit flood prone home	FMA		10/3/2019	1/1/2024	T
VOL-0562		FL Hospital DeLand	EM Coordinator	All Hazard	P PP S	VOL-0562 Upgrade Windows	HMGP		9/12/2018	1/1/2023	T
VOL-0563	63	Holly Hill	Public Works	Flood	P PP S	VOL-563 Elevation fo home at 318 Riverside Dr.	HMGP	$379,500.00	9/12/2018	1/1/2023	C
VOL-0564		DeLand	Risk Management	All Hazard	P PP S	VOL- 564 Generator Power for sheltering	HMGP		3/20/2019	1/1/2024	CF
VOL-0565		Volusia County	VCEM	Flood	P PP S	VOL- 0565 Elevate and Retrofit home at 1036 Shockney Dr Ormond Beach	FMA		10/3/2019	1/1/2024	T
VOL-0566		Volusia County	VCEM	Flood	P PP S	VOL- 0566 Elevate and Retrofit home at 6411 River Road New Smyrna Beach	FMA		10/3/2019	1/1/2024	T
VOL-0567		Volusia County	VCEM	Flood	P PP S	VOL- 0567 Elevate and Retrofit home at 364 Seminole Dr Ormond Beach	FMA		10/3/2019	1/1/2024	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0568		Volusia County	Coastal Division	Flood Surge	P PP	VOL- 0568 ISB Public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0569		Volusia County	Coastal Division	Flood Surge	P PP	VOL- 0569 Bethune Beach Public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0570		Volusia County	Coastal Division	Flood Surge	P PP	VOL-0570 Silver Beach public Restroom demolition and rebuild at higher elevation	HMGP		3/31/2020	4/1/2025	T
VOL-0571	64	Volusia County	Fire Services	All Hazard	P PP ES	VOL-0571 Replacement Generator for Volusia County Fire Station 21	HMGP	$70,377.00	3/31/2020	4/1/2025	C
VOL-0572		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0572 Relocation and new construction of Station 44 (132 N. Fountain Dr. Pierson)	HMGP	$4,092,105.00	3/31/2020	4/1/2025	T
VOL-0573		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0573 Increased Hurricane Rating of Bay Doors at DBIA Fire Station 17	HMGP	$630,000.00	9/30/2020	10/1/2025	T
VOL-0574		Volusia County	Fire Services	All Hazard	P PP S ES	VOL-0574 Replacement generator for Volusia County Fire Rescue Fire Station 11 located at: 1580 Derbyshire Road, Holly Hill, FL 32117	HMGP	$42,551.00	9/30/2020	10/1/2025	T
VOL-0575		Volusia County	Beach Safety	Flood Surge	P PP S	VOL-0575 Ponce de Leon Inlet North Jetty Deck Extension	HMGP		12/9/2020	12/10/2025	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0576	65	DeLand	Risk Management	Flood	P	VOL-0576 City Hall Basin Area Improvements, The City of DeLand is seeking funding to construct a dedicated drainage infrastructure system to remedy the localized flooding	HMGP	$4,279,952.00	3/31/2021	12/31/2026	C
VOL-0577	66	DeLand	Risk Management	Flood Wind	PP	VOL-0577 Sanborn Center Hurricane Shutters	HMGP	$78,061.14	3/31/2021	12/31/2026	C
VOL-0578		Deltona	Fire	Flood Wind	P S ES	VOL-0578 Safe Rooms / Emergency Operations Center (EOC) / Fire Department Training Facility.	HMGP		3/31/2021	12/31/2026	T
VOL- 0579	67	Ormond Beach	Public Works	Flood	PP P	VOL-0579 John Anderson Drive Drainage Improvements	HMGP	$230,000.00	3/31/2021	12/31/2026	C
VOL-0580	68	South Daytona	Public Works	All Hazard	P PP S	VOL-0580 City Hall Complex Generator	HMGP	$420,000.00	3/31/2021	12/31/2026	C
VOL-0581	COVID (1)	Volusia County	EM	All Hazard	P PP S	VOL-0581 Residential elevation project of 356 Seminole Drive	HMGP	$221,280.00	3/31/2021	12/31/2026	C
VOL-0583	COVID (2)	Volusia County	Fire	All Hazard	P PP S ES	VOL-0583 Infrastructure Retrofit & Safe Room of Station 42	HMGP	$3,800,000.00	3/31/2021	12/31/2026	C
VOL-0584	COVID (3)	Volusia County	Fire	All Hazard	P PP S ES	VOL-0584 Infrastructure Retrofit & Safe Room of Station 34	HMGP	$ -	3/31/2021	12/31/2026	T
VOL-0585		Volusia County	Public Works	Flood	P PP S	VOL-0585 North Beach Street - Grade Raise & Culvert additions	HMGP		3/31/2021	12/31/2026	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0586		Volusia County	Fire Rescue	All Hazard	P S ES	VOL - 0586 Indian Lake Emergency Services Project	BRIC	$ -	9/6/2022	12/31/2027	T
VOL-0587	Ian (5)	Deltona	City Manager's Office	Flood	P PP S ES	VOL-0587 Elkcam Blvd	HMGP	$8,000,000.00	3/10/2023	12/31/2028	C
VOL-0588		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0588 Tulsa Drive	HMGP		3/10/2023	12/31/2028	T
VOL-0589	Ian (17)	Deltona	City Manager's Office	Flood	P PP S ES	VOL-0589 Catalina	HMGP	$2,250,000.00	3/10/2023	12/31/2028	C
VOL-0590		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0590 East Brook	HMGP		3/10/2023	12/31/2028	T
VOL-0591		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0591 Windsor Lake	HMGP		3/10/2023	12/31/2028	T
VOL-0592		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0592 Lake Dupont	HMGP		3/10/2023	12/31/2028	T
VOL-0593		Deltona	City Manager's Office	Flood	P PP S ES	VOL-0593 Lake Angela	HMGP		3/10/2023	12/31/2028	T
VOL-0594	Ian (7), Nicole (1)	Orange City	City Manager's Office	Flood	P PP S ES	VOL- 0594 Graves Ave	HMGP	$3,541,800.00	3/10/2023	12/31/2028	C
VOL-0595		Orange City	City Manager's Office	Flood	P PP S ES	VOL-0595 Mill Lake	HMGP	$800,000.00	3/10/2023	12/31/2028	L
VOL-0596	Ian (19)	Holly Hill	Public Works	Flood	PP P	VOL-0596 Lift Station #7	HMGP	$100,000.00	3/10/2023	12/31/2028	C
VOL-0597		Holly Hill	Public Works	Flood	PP P	VOL-0597 Lift Station #11	HMGP		3/10/2023	12/31/2028	T
VOL-0598		Holly Hill	Public Works	Flood	PP P	VOL-0598 Lift Station # 14	HMGP		3/10/2023	12/31/2028	T
VOL-0599		Holly Hill	Public Works	Flood	PP P	VOL-0599 Lift Station # 16	HMGP		3/10/2023	12/31/2028	T
VOL-0600	69	New Smyrna Beach	Engineering	Flood	PP P	VOL-0600 4 Residential Demolitions	HMGP	$1,400,000.00	3/10/2023	12/31/2028	C
VOL-0601	Ian (6)	New Smyrna Beach	Engineering	Flood	PP P	VOL-0601 16 Residential Elevations	HMGP	$4,800,000.00	3/10/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0602	Ian (16)	New Smyrna Beach	Engineering	Flood	PP P	VOL-0602 9 Residential Elevations	HMGP	$2,900,000.00	3/10/2023	12/31/2028	C
VOL-0603	70	South Daytona	Public Works	Flood	PP P	VOL-0603 Facility retrofit	HMGP		3/10/2023	12/31/2028	T
VOL-0604	Ian (9)	South Daytona	Public Works	Flood	PP P	VOL-0604 Lift Stations	HMGP	$1,350,000.00	3/10/2023	12/31/2028	C
VOL-0605	71	South Daytona	Public Works	Flood	PP P	VOL-0605 Lift stations upgrades	HMGP	$225,000.00	3/10/2023	12/31/2028	C
VOL-0606	Ian (18), Nicole (26)	South Daytona	Public Works	Flood	PP P	VOL-0606 Storm water stations	HMGP	$385,000.00	3/10/2023	12/31/2028	C
VOL-0607		South Daytona	Public Works	Flood	PP P	VOL-0607 Safe Room	HMGP		3/10/2023	12/31/2028	T
VOL-0608	Ian (22)	Volusia County	Emergency Management	Flood	PP P	VOL-0608 Coleman Residential Elevation	HMGP	$135,000.00	3/10/2023	12/31/2028	C
VOL-0609	Ian (24), Nicole (3)	Volusia County	Emergency Management	Flood	PP P	VOL-0609 Blackburn Residential Elevation	HMGP	$278,520.00	3/10/2023	12/31/2028	C
VOL-0610	Ian (3)	Port Orange	Public Works	Flood	PP P	VOL-0610 20 houses/10 Mobile Homes elevation	HMGP	$9,000,000.00	3/10/2023	12/31/2028	C
VOL-0611	Ian (14)	Volusia County	Fire Services	All Hazard	PP P	VOL-0611 Station 15 Generator	HMGP	$130,000.00	3/10/2023	12/31/2028	C
VOL-0612	Nicole (2)	Volusia County	Fire Services	All Hazard	PP P	VOL-0612 Station 35 Generator	HMGP	$70,000.00	3/10/2023	12/31/2028	C
VOL-0613	Ian (1)	Edgewater	Environmental Services	Flood Surge	P PP S ES	VOL-0613 Wastewater Treatment Plant Expansion and Flood-proofing	HMGP	$15,000,000.00	3/10/2023	12/31/2028	C
VOL-0614	72	Ormond Beach	City Engineer	Flood	P PP S ES	VOL-0614 Flood Control Pump Station on Fleming Avenue	HMGP	$12,561,200.00	3/10/2023	12/31/2028	C
VOL-0615	73	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0615 Acquisition 293 Melrose Ave	FMA	$384,516.00	3/10/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0616	74	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0616 Elevation and Retrofit 320 Sanchez Ave	FMA	$380,628.00	3/10/2023	12/31/2028	C
VOL-0617	75	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0617 Elevation and Retrofit 363 Putnam Ave	FMA	$301,494.00	3/10/2023	12/31/2028	C
VOL-0618	76	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0618 Elevation and Retrofit 364 Putnam Ave	FMA	$204,480.00	3/10/2023	12/31/2028	C
VOL-0619	77	Ormond Beach	City Manager's Office	All Hazard	PP P	VOL-0619 Elevation and Retrofit 520 West Street	FMA	$280,000.00	3/10/2023	12/31/2028	C
VOL-0620	78	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0620 Generator Public Works Facility	HMGP	$40,000.00	3/11/2023	12/31/2028	C
VOL-0621	Ian (15)	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0621 Generator Standby Power for Community Center	HMGP	$70,000.00	3/11/2023	12/31/2028	C
VOL-0622	79	Ponce Inlet	City Manager's Office	All Hazard	P PP S ES	VOL-0622 Generator Replacement Standby Power for Fire Station	HMGP	$70,000.00	3/11/2023	12/31/2028	C
VOL-0623	80	Volusia County	Emergency Management	All Hazard	P PP S ES	VOL-0623 Multiroom Expansion/Saferoom for the EOC	HMGP	$4,032,630.00	3/11/2023	12/31/2028	C
VOL-0624		Volusia County	Emergency Management	Flood	PP P	VOL-0624 Elevation 1092 Peninsula Drive	HMGP		3/15/2023	12/31/2028	T
VOL-0625	Ian (12)	Volusia County	Emergency Management	Flood	PP P	VOL-0625 Acquisition 241 Cherokee Drive	HMGP	$300,000.00	3/15/2023	12/31/2028	C
VOL-0626	Ian (21)	Ormond Beach	Fire Rescue	All Hazard	PP P	VOL-0626 Generator Fire Stations 92 and 93	HMGP	$250,000.00	3/15/2023	12/31/2028	C
VOL-0627		Volusia County	Emergency Management	Flood	PP P	VOL-0627 225 Brandy Court Elevation	HMGP		3/16/2023	12/31/2028	T

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0628	Ian (11)	Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0628 Generators for Lift Stations at 1808 Mason Ave, 647 Shady Place, 507 N. Clyde Morris Blvd, 510 Ora Street, 433 Auburn Drive, 1317 Avenue, 310 Yorktown Drive	HMGP	$1,550,000.00	3/16/2023	12/31/2028	C
VOL-0629		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0629 Generator for Lift Station at 647 Shady Place	HMGP		3/16/2023	12/31/2028	T
VOL-0630		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0630 Generator for Lift Station at 507 N. Clyde Morris Blvd.	HMGP		3/16/2023	12/31/2028	T
VOL-0631		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0631 Generator for Lift Station at 510 Ora Street	HMGP		3/16/2023	12/31/2028	T
VOL-0632		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0632 Generator for Lift Station at 433 Auburn Drive	HMGP		3/16/2023	12/31/2028	T
VOL-0633		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0633 Generator for Lift Station at 1317 Avenue D	HMGP		3/16/2023	12/31/2028	T
VOL-0634		Daytona Beach	City Manager's Office	All Hazard	PP P	VOL-0634 Generator for Lift Station at310 Yorktown Drive	HMGP		3/16/2023	12/31/2028	T
VOL-0635	Ian (8)	DAB Shores	Finance Department	All Hazard	P PP S ES	VOL-0634 Multipurpose Saferoom	HMGP	$3,997,770.00	3/17/2023	12/31/2028	C
VOL-0636	Ian (23)	DAB Shores	Finance Department	All Hazard	P PP S ES	VOL-0636 Generator for Community Center	HMGP	$120,000.00	3/17/2023	12/31/2028	C
VOL- 0637											

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0638											
VOL- 0639		Volusia County	Public Works/Utilities Priority 1	Flood	P PP S	Two (2) By-Pass Pumps and Slipline 5,225 linear feet of Sanitary Sewer Pipes for Stone Island	HMGP	$426,950.00	3/17/2023	12/31/2028	W
VOL- 0640	Ian (25)	Volusia County	Public Works/Utilities	Flood	P PP S	Slipline 20,800 linear feet of Sanitary Sewer Pipes within the Southwest Service Area (DeBary)	HMGP	$891,240.00	3/17/2023	12/31/2028	C
VOL- 0641	Ian (20)	Volusia County	Public Works/Utilities	Flood	P PP S	Six (6) Permanent Sanitary Sewer Emergency Bypass Pumping Systems	HMGP	$495,000.00	3/17/2023	12/31/2028	C
VOL- 0642											
VOL- 0643											
VOL- 0644	Ian (13)	Town of Pierson	Town Clerk	All hazards	P PP S	Two (2) Generators for New EOC Command Center (Administrative Offices & Cafeteria Building)	HMGP	$160,000.00	3/17/2023	12/31/2028	C
VOL- 0645	Ian (4)	Port Orange	Public Works	Flood	P PP	Demolition and Reconstruction of 4 Flood-Prone Homes	HMGP	$1,048,204.00	3/17/2023	12/31/2028	C
VOL- 0646	Ian (26)	Deltona	City Manager's Office	All Hazards	P PP	Centro Internacional De La Familia Generator	HMGP	$450,000.00	3/17/2023	12/31/2028	C
VOL- 0647	Nicole (5)	Port Orange	Public Works	Flood	P PP	Elevation of 9 Flood-Prone Homes	HMGP	$2,890,736.00	3/17/2023	12/31/2028	C
VOL- 0648	Nicole (6)	Port Orange	Public Works	Flood	P PP	Acquisition of 7 Flood-Prone Homes	HMGP	$2,883,705.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0649	Nicole (34)	Port Orange	Public Works	Flood	P PP	Demolition and Reconstruction of 1 Flood-Prone Home	HMGP	$198,795.00	3/17/2023	12/31/2028	C
VOL- 0650	Nicole (7)	Port Orange	Public Works	Flood	P PP	Elevation of 5 Flood-Prone Homes	HMGP	$2,352,111.00	3/17/2023	12/31/2028	C
VOL- 0651	Nicole (10)	New Smyrna Beach	Engineering Department	Flood	P PP	Elevation of 5 Flood-Prone Homes	HMGP	$1,463,589.00	3/17/2023	12/31/2028	C
VOL- 0652	Nicole (33)	New Smyrna Beach	Engineering Department	Flood	P PP	Demolition and Reconstruction of 1 Flood-Prone Home	HMGP	$455,891.00	3/17/2023	12/31/2028	C
VOL- 0653	Nicole (15)	Deltona	City Manager's Office	Flood	P PP	Elevation of 2560 West Tulsa Drive	HMGP	$378,530.00	3/17/2023	12/31/2028	C
VOL- 0654	Nicole (9)	Deltona	City Manager's Office	All Hazards	P PP ES	City Hall Permanent Generator	HMGP	$1,500,000.00	3/17/2023	12/31/2028	C
VOL- 0655	Nicole (8)	Deltona	City Manager's Office	Flood	P PP	Elevation of 6 Flood-Prone Homes	HMGP	$2,252,066.00	3/17/2023	12/31/2028	C
VOL- 0656	Nicole (32)	Deltona	City Manager's Office	Flood	P PP	Demolition and Reconstruction of 2890 Blackburn Avenue	HMGP	$536,008.00	3/17/2023	12/31/2028	C
VOL- 0657	Nicole (25)	Orange City	Public Works	Flood	P PP	Mill Lake Stormwater Pump Station Improvements	HMGP	$800,000.00	3/17/2023	12/31/2028	C
VOL- 0658	Nicole (11)	Daytona Beach Shores	Public Works	Flood	P PP	Generators of Lift Stations #7, #9, and #10	HMGP	$532,380.00	3/17/2023	12/31/2028	C
VOL- 0659	Nicole (22)	Daytona Beach Shores	Executive Department	All Hazards	P PP	Hurricane Shutters for City Hall	HMGP	$100,000.00	3/17/2023	12/31/2028	C
VOL- 0660	Nicole (4)	Daytona Beach	Public Works	All Hazards	P PP	Permanent Generators for 14 Sanitary Lift Stations	HMGP	$2,987,250.00	3/17/2023	12/31/2028	C
VOL- 0661	Nicole (31)	Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #4	HMGP	$400,000.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL- 0662	Nicole (12)	Edgewater	Environmental Services	Flood	P PP	Elevation of 103 Carlson Cove	HMGP	$ 688,500.00	3/17/2023	12/31/2028	C
VOL- 0663											
VOL- 0664	Nicole (20)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #11	HMGP	$125,000.00	3/17/2023	12/31/2028	C
VOL-0665	Nicole (21)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #14	HMGP	$125,000.00	3/17/2023	12/31/2028	C
VOL- 0666	Nicole (23)	Holly Hill	Public Works	Flood	P PP	Bypass Pump for Lift Station #16	HMGP	$100,000.00	3/17/2023	12/31/2028	C
VOL- 0667	Nicole (35)	Ormond Beach	Public Works	Flood	P PP	Elevate 40 Sandalwood Lane 1 Flood-Prone Home	HMGP	$551,224.00	3/17/2023	12/31/2028	C
VOL- 0668	Nicole (11)	South Daytona	Public Works	Flood	P PP	Sanitary Sewer Lining in Flood Prone Areas	HMGP	$750,000.00	3/17/2023	12/31/2028	C
VOL- 0669	Nicole (27)	South Daytona	Public Works	Flood	P PP	Stormwater Lining in Flood Prone Areas	HMGP	$750,000.00	3/17/2023	12/31/2028	C
VOL-0670	Nicole (19)	Volusia County	Emergency Management	Flood	P PP	Elevation of 465 Palm Avenue	HMGP	$157,000.00	3/17/2023	12/31/2028	C
VOL-0671	Nicole (14)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1048 Shockney Drive	HMGP	$418,060.00	3/17/2023	12/31/2028	C
VOL-0672	Nicole (30)	Volusia County	Emergency Management	Flood	P PP S	Demolition and Reconstruction of 1052 Shockney Drive	HMGP	$400,532.00	3/17/2023	12/31/2028	C
VOL-0673	Nicole (18)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1092 Peninsula Drove	HMGP	$250,000.00	3/17/2023	12/31/2028	C
VOL-0674	Nicole (24)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1100 Mary Avenue	HMGP	$245,980.00	3/17/2023	12/31/2028	C
VOL-0675	Nicole (16)	Volusia County	Emergency Management	Flood	P PP	Elevation of 225 Brandy Court	HMGP	$318,000.00	3/17/2023	12/31/2028	C
VOL-0676	Nicole (17)	Volusia County	Emergency Management	Flood	P PP	Elevation of 1013 Shockney Drive	HMGP	$272,403.00	3/17/2023	12/31/2028	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0677	Nicole (29)	Edgewater	Environmental Services	Flood	P PP	Rehabilitation of 5 Lift Station with Emergency Bypass Pumps	HMGP	$525,000.00	3/17/2023	12/31/2028	C
VOL-0678	Nicole (28)	Volusia County	Emergency Management	Flood	P PP	Demolition and Reconstruction of 457 Palm Avenue	HMGP	$552,500.00	3/17/2023	12/31/2028	C
VOL-0679	Idalia (12)	South Daytona	Public Works	Flood	P PP	Reed Canal Stormwater Control Facility Expansion, Flood Risk Reduction	HMGP	$4,000,000.00	3/1/2024	3/1/2029	C
VOL-0680	Idalia (10)	South Daytona	Public Works	Flood	P PP	Lantern Park Stormwater Ponds, Flood Risk Reduction	HMGP	$3,500,000.00	3/1/2024	3/1/2029	C
VOL-0681	Idalia (11)	South Daytona	Public Works	Flood	P PP	Melodie Park Stormwater Pond, Flood Risk Reduction	HMGP	$3,500,000.00	3/1/2024	3/1/2029	C
VOL-0682	Idalia (6)	South Daytona	Public Works	Flood	P PP	Park of Honor Stormwater Pond, Flood Risk Reduction	HMGP	$1,000,000.00	3/1/2024	3/1/2029	C
VOL-0683	Idalia (13)	South Daytona	Public Works	Flood	P PP	Pike and Bishop Court Stormwater Improvements, Flood Risk Reduction	HMGP	$4,250,000.00	31/2024	3/1/2029	C
VOL-0684	Idalia (9)	South Daytona	Public Works	Flood	P PP	Reed Canal Park Pond Expansion, Flood Risk Reduction	HMGP	$2,000,000.00	3/1/2024	3/1/2029	C
VOL-0685	Idalia (14)	South Daytona	Public Works	Flood	P PP	Stevens Canal Bank Stabilization, Flood Risk Reduction	HMGP	$6,500,000.00	3/1/2024	3/1/2029	C
VOL-0686	Idalia (5)	South Daytona	Public Works	Flood	P PP	Stormwater pipelining project within the Golfview Subdivision	HMGP	$750,000.00	3/1/2024	3/1/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL -0687	Idalia (2)	Deltona	City Manager's Office	Flood	P PP	Acquisition and Demolition of 3101 Riverhead Drive	HMGP	$405,143.00	3/1/2024	3/1/2029	C
VOL -0688	Idalia	Deltona	City Manager's Office Flood			East Brook Drainage Improvements	HMGP	$917,804.00	3/1/2024	3/1/2029	T
VOL-0689	Idalia (4)	Edgewater	Environmental Services	Flood	P PP	City of Edgewater, Rehabilitation of Lift Stations #12, #23, #24, #46, #59 with Emergency Bypass Pumps	HMGP	$650,000.00	3/1/2024	3/1/2029	C
VOL-0690	Idalia (3)	New Smyrna Beach	Engineering	Flood	P PP	Elevation of 2 Flood Prone Homes	HMGP	$515,661.00	3/1/2024	3/1/2029	C
VOL-0691	Idalia (7)	New Smyrna Beach	Engineering	Flood	P PP	Elevate 1 Flood-Prone Home	HMGP	$683,958.00	3/1/2024	3/1/2029	C
VOL-0692	Idalia	New Smyrna Beach	Engineering	Flood		New Smyrna Beach Fire Station #53 Generator	HMGP	$ 682,000.00	3/1/2024	3/1/2029	T
VOL-0693	Idalia (8)	Port Orange	Public Works	Flood	P PP	Acquire and Demolish 3 Single Family Residence Homes	HMGP	$1,348,360.00	3/1/2024	3/1/2029	C
VOL-0694	Idalia (1)	Volusia County	Fire Services	All Hazards	P PP	Generator for Fire Station #41	HMGP	$130,000.00	3/1/2024	3/1/2029	C
VOL-0695	Idalia (15)	Daytona Beach Shores	Public Works	Flood	P PP	Sewer Improvements and Retrofit North of Dunlawton Ave.	HMGP	$4,628,000.00	3/1/2024	3/1/2029	C
VOL -0696	Idalia (16)	City of Oak Hill	Public Works	Flood	P PP	175 N US Hwy 1 improvements	HMGP	$2,903,765.00	3/1/2024	3/1/2029	C
VOL-0697	Idalia (17)	City of Oak Hill	Public Works	Flood	P PP	Ariel Canal improvements	HMGP	$3,560,819.00	3/1/2024	3/1/2029	C
VOL-0698	Idalia (18)	City of Oak Hill	Public Works	Flood	P PP	Bills Hills Canal Improvements	HMGP	$10,198,906.00	3/1/2024	3/1/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0699	Idalia (19)	City of Oak Hill	Public Works	Flood	P PP	Turnbull Hammock Improvements	HMGP	$2,039,374.00	3/1/2024	3/1/2029	C
VOL-0700	Idalia (20)	City of Oak Hill	Public Works	Flood	P PP	Cummings Street Improvements	HMGP	$1,328,299.00	3/1/2024	3/1/2029	C
VOL-0701	Idalia	Volusia County	Coastal Division	Flood	P PP	Dunlawton Restroom and Vehicular Beach Access Ramp Resiliency	HMGP	$ 2,500,000.00	3/1/2024	3/1/2029	T
VOL-0702	Idalia (21)	Volusia County	Emergency Management	Flood	P PP	Retreat and Relocation of Silver Beach Restroom Building	HMGP	$450,000.00	3/1/2024	3/1/2029	C
VOL-0703	Idalia (22)	Volusia County	Emergency Management	Flood	P PP	Elevation - 449 Palm Ave, Ormond Beach	HMGP	$438,000.00	3/1/2024	3/1/2029	C
VOL-0704	Idalia (23)	Volusia County	Emergency Management	Flood	P PP	Acquisition – 1035 S. Glencoe Rd., New Smyrna Beach	HMGP	$700,000.00	3/1/2024	3/1/2029	C
VOL-0705		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #13, #14, #15, #16 with Emergency Bypass Pumps		$850,000.00	12/13/2024	12/13/2029	C
VOL-0706		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #19, #26, #30, #38 with Emergency Bypass Pumps		$850,000.00	12/13/2024	12/13/2029	C
VOL-0707		Edgewater	Environmental Services	Flood	P PP	Rehabilitation of Lift Station #40, #42, #51 with Emergency Bypass Pumps		$635,000.00	12/13/2024	12/13/2029	C
VOL-0708		South Daytona	Public Works	Flood	P PP	South Daytona Oriole Lane/Kenilworth Avenue Pond		$ 2,500,000.00	12/13/2024	12/13/2029	C

Project #	Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Est. Cost	Approved by LMS Working Group	Anticipated Completion Date	Status
VOL-0709		South Daytona	Public Works	Flood	P PP	South Daytona Green Street/Brian Avenue Pond		$ 2,500,000.00	12/13/2024	12/13/2029	C

Source: Volusia County Emergency Management

SECTION 10 – PLAN MAINTENANCE PROCEDURES

44 CFR Requirement

44 CFR Part201.6(c)(4)(i):
The plan shall include a plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating and updating the mitigation plan within a five-year cycle.

44 CFR Part 201.6(c)(4)(ii):
The plan maintenance process shall include a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

This section of the Plan discusses how the Mitigation Strategy and Mitigation Action Plan will be implemented and how the LMS will be evaluated and enhanced over time. This section also discusses how the public will continue to be involved in a sustained hazard mitigation planning process. It consists of the following three subsections:

- **Implementation**
- **Monitoring, Evaluation and Enhancement**
- **Continued Public Involvement**

10.1 IMPLEMENTATION

Each agency, department or other partners participating under the Volusia County Multi-Jurisdictional LMS is responsible for implementing specific mitigation actions as prescribed in the Mitigation Action Plan. Every proposed action listed in the Mitigation Action Plan is assigned to a specific "lead" agency or department in order to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the assignment of a local lead department or agency, an implementation time period or a specific implementation date has been assigned in order to assess whether actions are being implemented in a timely fashion. Volusia County and its participating jurisdictions and partners will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. When applicable, potential funding sources have been identified for proposed actions listed in the Mitigation Action Plan.

Volusia County will integrate this Mitigation Plan into relevant County government decision making processes or mechanisms. This includes integrating the Mitigation Plan requirements into other local planning documents, processes or mechanisms, such as comprehensive or capital improvement plans, when appropriate. Members of the LMS Working Group will ensure that the goals and strategies of new and updated local planning documents for their agencies or departments are consistent and do not conflict with the goals and actions of the LMS and will not contribute to increased hazard vulnerability in the County.

Opportunities to integrate the requirements of this Plan into other local planning mechanisms shall continue to be identified through future meetings of the LMS Working Group and through the five-year review process described herein. Although it is recognized that there are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Mitigation Plan is deemed by the Volusia County LMS Working Group to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

10.2 MONITORING, EVALUATION AND ENHANCEMENT

Periodic revisions and updates of the LMS are required to ensure that the goals of the Plan are kept current and account for potential changes in hazard vulnerability and mitigation priorities. In addition, revisions may be necessary to ensure that the Plan is in full compliance with applicable federal and state regulations. Periodic evaluation of the Plan will also ensure that specific mitigation actions are being reviewed and carried out according to the Mitigation Action Plan.

The Volusia County LMS Working Group will continue to meet at least annually and following any disaster events warranting a reexamination of the mitigation actions being implemented or proposed for future implementation. This will ensure that the Plan is continuously updated to reflect changing conditions and needs within Volusia County. If determined appropriate or as requested, an annual report on the Plan will be developed and presented to the Volusia County Council in order to report progress on the actions identified in the Plan and to provide information on the latest legislative requirements and/or changes to those requirements.

10.2.1 Five (5) Year Plan Review

The Plan will be thoroughly reviewed by the LMS Working Group every five years to determine whether there have been any significant changes in Volusia County that may, in turn, necessitate changes in the types of mitigation actions proposed. New development in identified hazard areas, increased exposure to hazards, the increase or decrease in capability to address hazards, and changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan.

The plan review provides Volusia County officials with an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented as assigned. Volusia County Emergency Management Services department will be responsible for reconvening the LMS Working Group and conducting the five-year review.

During the five-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- Do the goals address current and expected conditions?
- Has the nature or magnitude of risks changed?
- Are the current resources appropriate for implementing the Plan?
- Are there implementation problems, such as technical, political, legal or coordination issues with other agencies?

- Have the outcomes occurred as expected?
- Did the County and participating agencies and other partners participate in the plan implementation process as assigned?

Following the five-year review, any revisions deemed necessary will be summarized and implemented according to the reporting procedures and plan amendment process outlined herein. Upon completion of the review and update/amendment process, the Volusia County LMS will be submitted to the State Hazard Mitigation Officer at the Florida Division of Emergency Management (FDEM) for final review and approval in coordination with the Federal Emergency Management Agency (FEMA).

5-Year Update Summary
Review Group Lead as of 2024: Aubrie Austin, Volusia County Emergency Management
Review Group Name: Volusia Prepares Working Group (see members in Section 2).
Interim LMS Review: LMS can be reviewed or commented on at any quarterly Volusia Prepares Meeting
2030 Review Date: The Volusia Prepares group will begin review no less than 365 days before the 2030-35 plan submittal date. This will ensure ample time to hire a contractor to complete the plan with all necessary community and municipal outreach completed.
Review Forum: Volusia Prepares Working Group Meetings (Quarterly)

10.2.2 Disaster Declaration

Following a disaster declaration, the Volusia County LMS will be revised as necessary to reflect lessons learned, or to address specific issues and circumstances arising from the event. It will be the responsibility of the Volusia County Emergency Management Services department to reconvene the LMS Working Group and ensure the appropriate stakeholders are invited to participate in the plan revision and update process following declared disaster events.

10.2.3 Reporting Procedures

The results of the five-year review will be summarized by the LMS Working Group in a report that will include an evaluation of the effectiveness of the Plan and any required or recommended changes or amendments. The report will also include an evaluation of implementation progress for each of the proposed mitigation actions, identifying reasons for delays or obstacles to their completion along with recommended strategies to overcome them.

10.2.4 Plan Amendment Process

Upon the initiation of the amendment process, Volusia County and its participating jurisdictions and partners will forward information on the proposed change(s) to all interested parties including, but not limited to, all directly affected County departments, residents, and businesses. Information will also be forwarded to the Florida Division of Emergency Management. This information will be disseminated in order to seek input on the proposed amendment(s) for not less than a 45-day review and comment period.

At the end of the 45-day review and comment period, the proposed amendment(s) and all comments will be forwarded to the LMS Working Group for final consideration. The committee will review the proposed

amendments along with the comments received from other parties, and, if acceptable, the committee will submit a recommendation for the approval and adoption of changes to the Plan to the Volusia County Council within 60 days.
In determining whether to recommend approval or denial of a Plan amendment request, the following factors will be considered by the LMS Working Group:

- There are errors, inaccuracies or omissions made in the identification of issues or needs in the Plan;
- New issues or needs have been identified which are not adequately addressed in the Plan;
- There has been a change in information, data, or assumptions from those on which the Plan is based.

Upon receiving the recommendation from the LMS Working Group and prior to adoption of the Plan, the County will hold a public hearing if deemed necessary. The Volusia County Council will review the recommendation from the LMS Working Group (including the factors listed above) and any oral or written comments received at the public hearing. Following that review, the County Council will take one of the following actions:

- Adopt the proposed amendments as presented
- Adopt the proposed amendments with modifications
- Refer to the amendments request back to the LMS Working Group for further revision, or
- Defer the amendment request back to the LMS Working Group for further consideration and/or additional hearings

10.2.5 Plan Integration

It is recommended that the findings from the LMS be integrated into individual jurisdictional plans to demonstrate the commitment to reducing hazard risk. Individual jurisdictions have been utilizing these findings in a variety of ways, such as identifying high risk areas through vulnerability assessments and incorporating the LMS project list into jurisdictional capital improvement plans.

There are opportunities for Volusia County and its jurisdictions to integrate the LMS into more specific plans. There are various reasons why hazards have profound impacts on the community. Potential causes of hazards that have been identified by members of the community include, but are not limited to:

- Inadequate maintenance of storm drains, lift stations, and canals
- Insufficient maintenance of stormwater retention and detention systems
- Encroachment upon or reduction of conservation areas
- Loss of vegetation and tree cover
- Increased impervious surface coverage, such as new residential dwellings and parking lots
- Severe rain events occurring on already saturated ground (e.g., Hurricanes Milton and Ian)
- Severe coastal erosion due to stronger and more frequent storm events
- Inadequate or antiquated stormwater retention and detention infrastructure in development
- Outdated or poorly designed stormwater conveyance systems
- Impacts from climate change, such as sea level rise

These concerns are multifaceted and require that findings of the LMS be integrated into existing plans in each participating jurisdiction. To provide the most effective hazard mitigation for Volusia County and its jurisdictions, local plans should address these concerns and dedicate resources to solving them.

Several measures are currently under consideration to reduce hazard risk in Volusia County and its jurisdictions. In 2023, Volusia County's Environmental and Natural Resources Advisory Committee (ENRAC) recommended a hybrid approach to Low Impact Development (LID); however, implementation was restricted due to Florida SB 250. With that limitation no longer in place, adopting mandatory LID and Green Infrastructure practices could provide effective hazard mitigation solutions. Updates to individual jurisdictions' stormwater ordinances are also forthcoming for review and potential approval. Additional mitigation strategies include infrastructure retrofits to improve stormwater management and strategic land-use planning to assess the suitability of future development.

Addressing hazard mitigation requires collaboration among policymakers, engineers, planners, and resilience experts. Local governments, alongside regional partners such as the East Central Florida Regional Planning Council, have access to technical expertise and data-driven recommendations to guide decision-making. It is critical to assess and implement these expert recommendations to enhance community resilience and reduce future hazard impacts. See Section 8 for further details on mitigation strategies.

10.3 CONTINUED PUBLIC INVOLVEMENT

44 CFR Requirement

44 CFR Part 201.6(c)(4)(iii):
The plan maintenance process shall include a discussion on how the community will continue public participation in the plan maintenance process

Public participation is an integral component to the mitigation planning process and will continue to be essential as this Plan evolves over time. As described above, significant changes or amendments to the Plan shall require a public hearing prior to any adoption procedures.

Other efforts to involve the public in the maintenance, evaluation and revision process will be made as necessary. These efforts may include:

- Advertising meetings of the LMS Working Group in local newspapers, public bulletin boards and/or County office buildings
- Designating willing and voluntary citizens and private sector representatives as official members of the LMS Working Group
- Utilizing local media to update the public of any maintenance and/or periodic review activities taking place
- Utilizing the Volusia County website to advertise any maintenance and/or periodic review activities taking place, and
- Keeping copies of the Plan in public libraries
- Continuing to engage the Program for Public Information

APPENDIX A: PLAN ADOPTIONS

This portion of the report compiles Resolutions of Adoption from member jurisdictions of Volusia County approving the 2025 LMS plan update.

DAYTONA BEACH

DAYTONA BEACH SHORES

DEBARY

DELAND

DELTONA

EDGEWATER

HOLLY HILL

LAKE HELEN

NEW SMYRNA BEACH

OAK HILL

ORANGE CITY

ORMOND BEACH

PIERSON

PONCE INLET

PORT ORANGE

SOUTH DAYTONA

APPENDIX A: PLAN ADOPTIONS

UNINCORPORATED

APPENDIX B: BYLAWS OF "VOLUSIA PREPARES"

Bylaws of "Volusia Prepares"
The Volusia County Local Mitigation Strategy Steering Committee

ARTICLE I: PURPOSES OF THE TASK FORCE

The purpose of the Volusia County Local Mitigation Strategy Task Force, otherwise known as "Volusia Prepares", is to decrease the vulnerability of the citizens, governments, businesses and institutions of Volusia County to the future human, economic and environmental costs of natural, technological, and societal disasters. The Task Force will develop, monitor, implement, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish this purpose.

ARTICLE II: MEMBERSHIP

Participation in Volusia Prepares is voluntary by all entities. Membership in Volusia Prepares is open to all jurisdictions, organizations and individuals supporting its purposes

ARTICLE III: ORGANIZATIONAL STRUCTURE

The organizational structure of Volusia Prepares shall consist of a Steering Committee and subcommittees as deemed necessary by the Steering Committee.

A. The Steering Committee

Volusia Prepares shall be guided by a Steering Committee consisting of designated representatives of the following:

- One representative from the government of Volusia County and each participating incorporated municipality,
- One representative from organizations and associations representing key business, industry, and community interest groups of Volusia County, and
- Other such individuals appointed by a majority vote of the Steering Committee.

Members of the Steering Committee will be designated by formal appointment or other action to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of Volusia Prepares. To maintain good standing, members of the Steering Committee must not have more than two unexcused absences from meetings during the course of a year. Three or more unexcused absences during the course of one calendar year may result in HMGP grant funding ineligibility for those jurisdiction(s) during the next Presidentially declared disaster.

B. Subcommittees

Volusia Prepares may have permanent and/or temporary subcommittees as deemed necessary by the Steering Committee. Membership in the subcommittees is not restricted. There are no requirements for individuals to maintain good standing as members of a permanent or temporary subcommittee.

C. Program Staff

The Volusia County Emergency Management Division, or other agency as so designated by the Steering Committee, will serve as the program staff for Volusia Prepares, and assist in the coordination and support of Volusia Prepares activities.

ARTICLE IV: OFFICERS

Any member in good standing of the Steering Committee is eligible for election as an officer. The Steering Committee will have a chair elected by a majority vote of a quorum of the members. The Steering Committee will also elect by majority vote a vice chair. Representatives of both local government and any participating private sector organizations will be eligible for election as an officer. Each will serve a term of one year, and be eligible for re-election for an unlimited number of terms. The chair and vice chair of the Steering Committee are also considered to be chair and vice chair of Volusia Prepares.

The chair of the Steering Committee will preside at each meeting of the Steering Committee, as well as establish temporary subcommittees and assign personnel to them. The vice chair will fulfill the duties and responsibilities of the chair in his or her absence.

The chair of each permanent or temporary subcommittee will be designated from the members in good standing of the Steering Committee by its chair, and will serve at the pleasure of the chair of the Steering Committee.

ARTICLE V: RESPONSIBILITIES

A. Steering Committee

The Steering Committee will be responsible for oversight and coordination of all actions and decisions by the Task Force, and is solely responsible for formal actions in the name of Volusia Prepares, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The Steering Committee makes assignments to the subcommittees, coordinates their work, and takes action on their recommendations. Their goal is to make Volusia County disaster resistant by preventing or reducing the personal and economic loss from natural or man-made hazards through a partnership between government, businesses, organizations, associations, and citizens.

Objectives:

1. Keep the Volusia County Local Mitigation Strategy (LMS) document current (incorporating new projects, objectives, and goals).
2. Develop and maintain overall policies and procedures and integrate priorities of mitigation efforts.
3. Facilitate comprehensive effectiveness by coordinating with subcommittees.
4. Vote on proposed action plans and initiatives.
5. Develop a strategy to constantly identify and recruit new partners.
6. Develop a systematic method to share knowledge and market the need for being disaster resistant.
7. Promote accomplishments to elected officials and community.

B. Subcommittees

If established by the Steering Committee, subcommittees will have responsibilities as assigned by the Steering Committee members.

C. Program Staff

Technical, clerical and other types of support activities to the Steering Committee and subcommittees will be provided through the Volusia County Emergency Management Division or other agency or organizational staff as designated by the Steering Committee. The Steering Committee will also designate an agency of Volusia County to serve as the legal representative and agent of Volusia Prepares, and to be empowered under County statutes to accept and disburse funds, enter into contracts, hire staff, and take such other actions as necessary in support of, or for the benefit of, the Task Force. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of the chair of the Steering Committee.

ARTICLE VI: ACTIONS BY THE TASK FORCE

A. Authority for Actions

Only the Steering Committee has the authority to take final actions in the name of Volusia Prepares. Actions by subcommittees or program staff are not considered as final until affirmed by action of the Steering Committee.

B. Meetings, Voting and Quorum

Meetings of the Steering Committee and its subcommittees will be conducted in accord with Robert's Rules of Order, if and when deemed necessary by chair of the meeting. Regular meetings of the Steering Committee will be scheduled at least quarterly with a minimum of 10 working days' notice. Subcommittees will meet at least quarterly prior to Steering Committee meetings, or more frequently as deemed necessary, at the discretion of their chairperson.

All final actions and decisions made in the name of Volusia Prepares will be by affirmative vote of a quorum of the Steering Committee. A quorum shall be 50 percent of the members of the Steering Committee in good standing at the time of the vote. Each member of the Steering Committee will have one vote. Voting by proxy, written or otherwise, is permitted.

C. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances as determined by the chair and/or vice chair of the Steering Committee. Special votes may be made by telephone, email, webinar, or any electronic means, or first class mail, and shall be in accord with all applicable quorum rules for such actions.

D. Public Hearings

When required by statute or the policies of Volusia County, or when deemed necessary by the Steering Committee, a public hearing regarding actions under consideration for implementation by Volusia Prepares will be held.

E. Documentation of Actions

All meetings and other forms of action by the Steering Committee and permanent subcommittees (if established) will be documented and made available for inspection by the public.

ARTICLE VII: ADOPTION OF AMENDMENTS AND CHANGES TO THE BYLAWS AND *"VOLUSIA PREPARES"* LOCAL MITIGATION STRATEGY DOCUMENT

The Bylaws of Volusia Prepares and the *"Volusia Prepares"* Local Mitigation Strategy document may be adopted and/or amended by a two-thirds majority vote of the members in good standing of the Steering Committee at any time. All proposed changes to the bylaws and *"Volusia Prepares"* Local Mitigation Strategy document will be provided to each member of the Steering Committee prior to voting on the proposed changes. Routine changes, additions, deletions, and deferment of mitigation initiatives and any other changes to the document may be made at any time by majority vote. Voting may be by telephone, email, webinar, or any electronic means, or first class mail. A 45-day public review and comment period shall apply to the five-year FEMA required update of the *"Volusia Prepares"* LMS Document.

ARTICLE VIII: DISSOLUTION OF THE TASK FORCE

The Task Force may be dissolved by affirmative vote of 100% of the members in good standing of the Steering Committee at the time of the vote, by order of a court of competent jurisdiction, and/or by instruction of the Volusia County governing body. At the time of dissolution, all remaining documents, records, equipment and supplies belonging to the Task Force will be transferred to Volusia County for disposition.

2023 Florida Local Mitigation Strategy (LMS) Crosswalk

DESCRIPTION:
The Florida Local Mitigation Strategy (LMS) Crosswalk is informed by the FEMA Local Mitigation Planning Policy Guide (effective April 19, 2023). Each requirement listed below is a required Element of the FEMA Policy Guide. There is a difference in formatting when comparing the FL Crosswalk with FEMA's Policy Guide Elements. This is to prevent the possibility of skipping various components of each FEMA requirement. You will notice the specific FEMA requirement is listed in parenthesis next to each FL Crosswalk Element (e.g., P1 in the FL Crosswalk is equivalent to FEMA Element A1-a). As such, multiple FL Crosswalk Elements may correspond to the same FEMA Element.

INSTRUCTIONS:
Enter the requested information in each field below: 1) In the FL Crosswalk Tab, please identify the "Location in Plan" using the corresponding page numbers for each requirement. 2) In the Jurisdiction Checklist Tab, please add each of the "participating" jurisdictions. *Please do not edit the following sections: *Met, Not Met, Reviewer Comments*. If revisions are required, the State reviewer will put revisions in the Required Revisions section. As revisions are made, please feel free to add comments about the revisions in the same section. **Do not remove any State comments.** *Additionally, a Project List Template can be found in a separate tab below.

Jurisdiction:	Volusia County	**Title of Plan:**	Volusia County Multi-Jurisdictional Local Mitigation Strategy
Local Point of Contact:	Yolanda Buckles	**Address:**	3825 Tiger Bay Rd., Suite 102, Daytona Beach, FL 32124
Title:	Volusia Prepares Coordinator	**Email:**	ybuckles@volusia.org
Agency:	Volusia County Emergency Management	**Phone Number:**	386-254-1500

State Reviewers:	**Evan Jenkins, Angie Odell**
Date Received by FDEM:	**2/17/2025**
Date Plan Not Approved:	**3/11/2025**
Date Plan APA:	
Date Plan Approved:	

Planning Process (FEMA Element A)		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
P1 (A1-a)	The plan must document the current planning process.	Section 2.3-2.6 Pg. 8 - 13	x		The planning process was documentent well.	
P2 (A1-b)	The plan must list the jurisdiction(s) in the current plan that will seek approval.	Section 1.3, Section 2.4 (Table 2.1) Pg. 5	x		The list of unincorporated jurisdiction of Volusia County and participating incorporated municipalities.	
P3 (A1-b)	The plan must list the representative from **each jurisdiction** that will seek approval and how they participated in the planning process. (At a minimum, it must identify the jurisdiction represented and the person's agency and title within the jurisdiction.)	Section 2.4 (Table 2.1) Pg, 10 - 11		x		**Needs particiapnts on the LMSWG agency and title within the juridiction.**
P4 (A2)	The plan must provide documentation of an opportunity for stakeholders to be involved in the current planning process. Documentation of this opportunity must identify how **each of the stakeholders** (see below) were presented with this opportunity, as applicable.	Sections 2.4; 2.5; Appendix D Pg. 10 - 14, Pg. 367	x		All Volusia County Jurisdiction and its stakeholders were given oportunities to participant in the LMS planning process.	
P5 (A3)	The plan must document how the public had an opportunity to be involved in the current planning process and what that participation entailed, including how underserved communities and vulnerable populations within the planning area were provided an opportunity to be involved.	Section 2.6; Section 7.4 Pg. 14, Pg, 233 Pg. 367-419	x		VCEM engaged community leaders from low-income and underserved communitiees to request input on risk and hazards *Appendix D Pg, 367-419 shows the responses from the surveys.*	
P6 (A4)	The plan must document what existing plans, studies, reports and technical information were reviewed and how they were incorporated, if appropriate, into the development/update of the plan.	Section 3; Section 6; Section 7.3.; Table 7.1; Section 7.5	x			
P7 (A4)	For jurisdictions with structures for which National Flood Insurance Program (NFIP) coverage is available, regulatory flood mapping products are required to be incorporated, if applicable. Participants may use other jurisdiction-specific materials, including non-regulatory flood mapping products, that improve upon NFIP regulatory flood mapping products.	Section 5.6; Section 6.8 Pg. 227 - 229	x		Volusia County FIRM map is on Pg. 229 and the Jurisdictions that have adopted the NFIP are on Pg. 227	

FEMA Guidance Notes:

Document means to provide factual evidence for how the participants developed/updated the plan. Documentation may include narrative descriptions, copies of meeting minutes, sign-in sheets, or newspaper articles. Examples of documentation of public involvement/feedback may include, but are not limited to, narratives, materials from open meetings, screenshots of social media postings and/or interactive websites with drafts for public review and comment, questionnaires or surveys through utility bills, etc.

Involvement means being engaged and actively participating in the development of the plan; providing input and directly providing, affecting or editing plan content as the representative of the participating jurisdiction(s) or organization.

Stakeholders include local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development; neighboring communities; representatives of business, academia, and other private organizations; representatives of nonprofit organizations.

An opportunity to be involved in the planning process means that these stakeholders are invited to be engaged or are asked to provide information or input to inform the plan's content.

Public Participation: The opportunity must occur during the plan's development, meaning prior to the plan's submission for formal review. In addition, the plan must document how public feedback was included throughout the planning process.

Examples for P6: state hazard mitigation plan; local plans (such as comprehensive/master/general land use, economic development, capital improvement, affordable housing, resource management, resilience, climate, etc.); and hazard-specific reports and plans (such as Community Wildfire Protection Plans).

Reviewer Notes
P2/P3. Ensure the list of participating jurisdictions is consistent throughout the Plan and listed fully on the Jurisdiction Checklist tab. Consider adding special districts, state agencies, WMDs, universities, and other eligible entities - any group that will have a project on the project list and apply for HMA grants. Note that if jurisdictions do not participate in the planning process but want to adopt/apply for grants later on, there are additional steps they will need to complete - it is best for them to be included from the beginning. P4. The specific entities may be defined by each jurisdiction based on the unique characteristics of the local government, including special districts. The purpose of inviting input is to integrate natural hazard risk reduction across all community systems, as well as encourage implementation of mitigation actions. Discuss how organizations that provide support to underserved communities and vulnerable populations were given the opportunity to be involved. **Community Lifelines:** Safety and Security; Food, Hydration, Shelter; Health and Medical; Energy; Communications; Transportation; Hazardous Materials; Water Systems P5. Include information about how underserved communities and vulnerable populations were provided an opportunity to be involved in the planning process. P6. Element may be met with a narrative of resources utilized (including bullet list) and citations used throughout or a bibliography. See examples in FEMA Guidance Notes section. Gaps and limitations may be addressed as actions in the mitigation strategy, in particular for items that require additional assistance. P7. Regulatory flood maps are required to be in the Plan. This may be best located in the Risk Assessment section, however, it must be somewhere in the Plan.

Risk Assessment (FEMA Element B)		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
R1 (B1-a)	The plan must include a **description** of all natural hazards that can affect the jurisdiction(s) in the planning area and their assets, such as dams, located outside of the planning area.	Section 5 Pg. 38-112	x		The Plan has the descriptions of the hazards	
R2 (B1-a)	The plan must provide rationale for the omission of any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area.	Section 4 Pg. 28		x		**The plan omits hazards but, doesn't designate which ones were omittted. State which hazards were omitted within the plan, the rationale is there.**
R3 (B1-b)	The plan must include information on **location** for each identified hazard.	Section 5 Pg. 38-131		x		Indicate where the identified hazards are within the jurisdiction and not just uniformly exposed to . ***For example is it Volusia County and its Jurisdictions.*** If the Juridictions and the County differ than expand on where hazard occurs in those areas.
R4 (B1-c)	The plan must provide the **extent** of the hazards that can affect the planning area.	Section 5 Pg. 38-131		x		Rising Coastal Waters - Sea Level Rise & Tsunamis; Severe Weather - all; Wildland Fire Advisories can be used, what constitutes as a wildfire?
R5 (B1-d)	The plan must include information on **previous occurrences** for each hazard that affects the planning area. At a minimum, this includes any state and federal major disaster declarations for the planning area since the last update.	Section 5 Pg. 38-131		x		What were the previous occurences for Volusia County and its Jurisdiction within a five or ten year span. **Some of the hazard profile the occurences from 1895 - 2023**
R6 (B1-e)	The plan must include the **probability** of future events for the identified hazards that can affect the planning area.	Section 5 Pg. 38-131		x	p 43 - talks about hail in erosion p 48 - winter storms in drough 51 - hail in extreme temp 69 - hurricanes in rising waters - double sentence in probability for sea level rise	**How did you determine high or low probabilities for the hazards?**
R7 (B1-f)	For multi-jurisdictional plans, when hazard risks differ across the planning area and between participating jurisdictions, the plan must specify the unique and varied risk information for each applicable jurisdiction and their assets outside the planning area.	Section 6; Appendix E; Appendix F	x			
R8 (B2-b)	The plan must describe the potential **impacts** on each participating jurisdiction and its identified assets.	Section 6 Pg. 40-131	x			
R9 (B2-a)	The plan must describe the **overall vulnerability** of each participant to the identified hazards.	Section 6; Appendix E; Appendix F	x			
R10 (B2-a)	For plan updates, the risk assessment must meet Element E1-a (Changes in Development).	Section 3.5; Section 5.19; Section 7	x		*Very well detailed on how the population and land use development have changed the risks* p 18 - has population increasing over planning cycle p 24 - permit data over 24 yrs p 150 - changes in development	
R11 (B2-c)	The plan must address repetitively flooded NFIP-insured structures by including the estimated numbers and types (residential, commercial, institutional, etc.) of repetitive/severe repetitive loss properties for **each jurisdiction**.	Section 5.6 Pg. 59		x		**Missing Severe Repetitive Loss data. Need the types of structures for repetitive loss data.**

FEMA Guidance Notes:

Description means to provide a narrative description or definition.

Location is defined as the unique geographic boundaries within the planning area, or assets that may be affected by the identified hazard. If maps are used, provide sufficient detail and scale to clearly identify the hazard locations within and/or affecting assets owned by the participating jurisdiction(s). If narrative descriptions are used, the must contain enough detail to clearly identify the area(s) that will be affected by the hazard.

Extent is defined as the range of anticipated intensities of the identified hazards. Extent is most commonly expressed using various scientific scales. When using scales, the plan must document how the scale applies to each jurisdiction.

Previous Occurrences should include an emphasis on significant events, as determined by the community.

Probability can be defined as historical frequencies, statistical probabilities, hazard probability maps and/or general descriptors. It must include the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature and sea levels), on the type, location, and range of anticipated intensities of identified hazards.

Impacts are the consequences of effects of each hazard on the identified assets. The narrative must include the **effects of climate change**, changes in population patterns, and changes in land use and development. Gaps and limitations may be addressed as actions in the mitigation strategy, in particular for items that require additional assistance.

Vulnerability is the description of which assets, including structures, systems, populations and other assets, are at risk from the identified hazards. The description must include current and future assets (including people) and the risk that makes them susceptible to damage from the identified hazards.

Assets are, but not limited to, people (underserved communities and socially vulnerable populations); structures (facilities, lifelines, critical infrastructure); systems (networks and capabilities); natural, historic, and cultural resources; activities that have value to the community.

Changes in development means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions or shifts in the needs of underserved communities or gaps in social equity. This can also include changes in local policies, standards, codes, regulations, land use regulations and other conditions.

Reviewer Notes
Jurisdictional risk should be discussed throughout the risk assessment. If variations in extent, probability, impact, vulnerability, etc., are seen throughout the planning area (county and municipalities) then this must be discussed. R1/R2. Commonly recognized hazards include those found in the State Hazard Mitigation Plan. Identify all the types of hazards that can occur, e.g., the different types of flood hazards (flash, riverine, storm surge, debris flows, ice jams, dam/levee failure, etc.) R3. Maps may be helpful to meet location, however, provide a more detailed narrative when showing jurisdictional risk. Identify locations/jurisdictions throughout the planning area that are more at risk to the hazard. R4. Scale or metric must be included in the Plan for each hazard. Look for explanations of how extent differs across jurisdictions as applicable. R5. If there were no occurrences since the previous update, it must be stated. R6. General descriptors must have a scale explaining the metrics (e.g., low, medium, high). Probability must include the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature and sea levels), on the type, location, and range of anticipated intensities of identified hazards. R8. The discussion of impacts should differ or be separate from the vulnerability analysis. Impacts are the consequence of the hazard on the assets found within the planning area (people, property, critical infrastructure, natural resources, etc.). Discussion must include the **effects of climate change, changes in populations patterns, and changes in land use/development.** R9. Vulnerability should explain **why** each participant (jurisdiction) is vulnerable to the hazards. This should include a discussion of current and future assets, including people and vulnerable populations. R11. Repetitive loss data should include RL and SRL data and should include the **estimated numbers** and **types** of structure for each jurisdiction.

Mitigation Strategy (FEMA Element C)		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
S1 (C1-a)	The plan must describe how the existing authorities, policies, programs, funding, and resources of **each participant** are available to support the mitigation strategy. This must include a discussion of the existing building codes and land use and development ordinances or regulations. Capabilities may be described in a table or narrative.	Section 7; Table 7.1 Pg, 219-232	x		Pg, 219-230 Details the capabilities method used for Vousia County and and the table on pg. 221 shows relevant capabilties for each participating jurisdiction.	
S2 (C1-b)	The plan must describe the ability of **each participant** to expand on and improve the capabilities described in the plan (see S1).	Section 7; Table 7.1 Pg. 231	x		Pg. 231 - 232 highlights the gaps and capabilities that Volusia County need to improve on.	
S3 (C2-a)	The plan must describe participation in the NFIP for **each participant**, as applicable, in accordance with NFIP regulatory requirements (see reviewer notes).	Section 5.6; Section 7		x	S3.1 - p227 and S3.2 P 229.	**S3.3 - p 227 - how do they regulate, this needs to be expanded upon instead of saying to refer to code for further info** **S3.4 - p 227 - states who for the county is the POC, but must be stated for all participants** **S3.5 - p 228 - stating that the county is building an SOP is not sufficient for the county, but it also needs to be defined for all of the jurisdictions**
S4 (C3-a)	The plan must include **goals** to reduce the risk of the identified hazards.	Section 8 Pg. 241 - 242	x		The Section 8: Table 2 shows the LMSWG Mitigation Goals and Objectives	
S5 (C4-a)	The mitigation strategy must include an analysis of a comprehensive range of actions or projects that the participants considered to specifically address vulnerabilities identified in the risk assessment.	Section 8.3; Section 8.4 Pg. 245	x			
S6 (C4-b)	**Each plan participant** must identify one or more mitigation actions the participant(s) intends to implement for each hazard addressed in the risk assessment.	Section 9 Pg. 251 - 264	x		In Section 9 of the Mitigation Action Plan - Identified one or more projects to be implemented to address the hazads in the risk assessment	
S7 (C5-a)	The plan must describe the criteria used for prioritizing the implementation of the actions. The criteria must include an emphasis on the extent to which benefits are maximized, in relation to the associated costs of the action.	Table 8.1; Section 9 Pg. 239, 251-264	x		Pg. 239 described the prioritized method for mitigation initiatives for the plan	
S8 (C5-b)	The action plan must identify who is responsible for administering each action, along with the action's potential funding sources and expected time frames for completion.	Section 9; Table 9.2 Pg. 251 - 264	X			

FEMA Guidance Notes:

Discussion means a narrative or other materials that provide context on a section of the plan. Describing current capabilities provides a rationale for which mitigation projects can be undertaken to address the vulnerabilities identified in the Risk Assessment.

For C1-b: If participants do not have the ability or authority to expand and/or improve their capabilities, the plan must describe the lack of ability or authority.

For C2-a: The following information must be provided for each participant: adoption of NFIP minimum floodplain management criteria via local regulation; adoption of the latest effective Flood Insurance Rate Map (if applicable); Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs; appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP; and description of how participants implement the substantial improvement/substantial damage provisions of their floodplain management regulations after an event. Simply stating "The community will continue to comply with the NFIP" is not sufficient to meet the requirement.

Goals are broad, long-term policy and vision statements that explain what is to be achieved by implementing the mitigation strategy. The goals must be consistent with the hazards identified in the plan. Goals may be presented as general statements applying to more than one hazard, or they may be itemized to each of the identified hazards.

A mitigation action is a measure, project, plan, or activity proposed to reduce current and future vulnerabilities described in the risk assessment. These actions must be achievable and demonstrate how the mitigation activities reduce the risks identified in the risk assessment.

Analyzing a comprehensive range means considering mitigation alternatives spanning all types of solutions. These may include local plan and regulations, structure and infrastructure projects, natural systems protection, and education and awareness programs.

For C4-a: Actions considered must emphasize reducing risk to existing buildings, structures and infrastructure, as well as limiting risk to new development and redevelopment. The range of actions considered should include mitigation actions that benefit underserved communities and socially vulnerable populations.

For C5-b: The plan must identify applicable potential funding sources, with details beyond generic terms such as "federal," "state" and/or "local." The plan must provide the **position, office, department, or agency** responsible for implementing/administrating the identified mitigation actions.

Reviewer Notes
S1. Capabilities must be discussed for each participating jurisdiction. Gaps and lack of capability should be discussed as applicable. S2. Describe the ability of each participating jurisdiction to expand and improve capability throughout the next planning cycle (5-years). S3. The following information must be provided for each participant. **1.** Adoption of NFIP minimum floodplain management criteria via local regulation. **2.** Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable. **3.** Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs. **4.** Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP. **5.** Description of how participants implement the substantial improvement/substantial damage provisions of their floodplain management regulations after an event. S5. The range of actions considered should include mitigation actions that benefit underserved communities and socially vulnerable populations. Actions must be clearly linked to the vulnerabilities and impacts identified in the risk assessment. S6. Each participating jurisdiction should have a project on the project list. If this is not possible due to lack of capability, consider adding multi-jurisdictional projects, county-wide projects (such as planning/education), or something similar. If that is not feasible, include a narrative for the lack of capability within the Plan. S8. Include the **position/office/department/agency** responsible for implementing the projects, potential funding sources, and a timeframe for completion. Generic terms should be avoided or defined (e.g., short-term, medium-term, and long-term).

Plan Maintenance (FEMA Element D)		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
M1 (D1-a)	The plan must describe how the participant(s) will continue to seek public participation after the plan has been approved and during the plan's implementation, monitoring, and evaluation.	Section 10.3 Pg. 266		x		**How would you continue to seek public participation? Would you continue to engage with community leaders in low-income and vulnerable areas to particpate in the annual meeting or after any disaster event warranting re-examination?**
M2 (D2-a)	The plan must identify how, when and by whom the plan will be tracked for implementation over its five-year cycle (**monitoring**).	Section 10.2 Pg. 266-267		x		**Who is responsible for Monitoring? For example: If all the Volusia County and its jurisdiction are under the LMS for tracking *monitoring* would; the chair person of the LMS group have authority?**
M3 (D2-b)	The plan must identify how, when and by whom the plan will be assessed for effectiveness at achieving its stated purpose and goals (**evaluating**).	Section 10.2 Pg. 266-267		x		**Who is responsible for Evaluating? For example: If all the Volusia County and its jurisdiction are under the LMS for tracking *evaluating* would; the chair person of the LMS group have authority?**
M4 (D2-c)	The plan must identify how, when and by whom the plan will be reviewed and revised at least once every five years (**updating**).	Section 10.2 Pg. 266-267		x		**Who is responsible for Updaing? For example: If all the Volusia County and its jurisdiction are under the LMS for**
M5 (D3-a)	The plan must describe the community's process to **integrate** the plan's data, information, and hazard mitigation goals and actions into other **planning mechanisms**.			x		**What is the process for all jurisdictions for integrating the plans data?**
M6 (D3-c)	A multi-jurisdictional plan must describe **each participant's** individual process for integrating information from the mitigation strategy into their identified planning mechanisms.			x		**What is the process for all jurisdictions to integrate information from the mitigation strategy into their identified planning mechanisms?**
M7 (D3-b)	The plan must identify the local planning mechanisms where hazard mitigation information/actions may be integrated. The identified list of planning mechanisms must be applicable to the plan participant(s) and not contradict the identified capabilities.	Pg. 220-232	x		The plan did a thorough description identifing the local planning capabilities that were integrated.	

FEMA Guidance Notes:

For D1-a: The plan may contain a narrative description or an itemized list of steps, demonstrating the prescribed method that will be followed to obtain future public participation.
Monitoring means tracking the implementation of the plan over time. For example, monitoring may include a system for tracking the status of the identified hazard mitigation actions.
Evaluating means assessing the effectiveness of the plan at achieving its stated purpose and goals.
Updating means reviewing and revising the plan at least once every five years.
Integrate means to include hazard mitigation principles, vulnerability information and mitigation actions into other existing community planning to leverage activities that have co-benefits, reduce risk and increase resilience.
Planning mechanisms refer to the governance structures used to manage local land use development and community decision-making.
For a multi-jurisdictional integration plan, this element may be met with a general narrative description if the process is applicable to each of the plan participants; however, any participant who cannot apply the same process as other plan participants must include their unique process for integration.

Reviewer Notes

M1. Examples of continued public involvement could include periodic presentations on the plan's progress to elected officials, schools or other community groups, annual questionnaires or surveys, public meetings, postings on social media, and interactive websites.

M2/M3/M4. Discuss **who, when, and how** the plan will be **monitored, evaluated, and updated** (five-year update). Can be narrative or itemized list of steps demonstrating the prescribed method that will be followed to monitor the plan after plan approval and during the plan's implementation.

M5. We are looking for the **process** of how each participating jurisdiction integrates information from the LMS Plan into other planning mechanisms (e.g., CEMP, Comprehensive Plan, codes and regulations, hazard plans, resiliency plans, etc.).

M6. Is the process identified in M5 applicable to all participating jurisdictions? This element may be met with a general narrative description if the process is applicable to each of the plan participants; however, any participant who cannot apply the same process as other plan participants must include their unique process for integration.

M7. Related to M5, what are the planning mechanisms that information from the LMS Plan may be incorporated into? A narrative or bullet list will suffice. List planning mechanisms from each jurisdiction along with county plans.

Plan Update (FEMA Element E)		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
U1 (E1-a)	The plan must describe changes in development that have occurred in hazard-prone areas and how they have increased or decreased the vulnerability of **each jurisdiction** since the previous plan was approved.	Section 5.19	x		*Very well detailed on how the population and land use development have changed the risks* p 18 - has population increasing over planning cycle p 24 - permit data over 24 yrs p 150 - changes in development	
U2 (E2-a)	The plan must describe how it was revised due to a change in priorities for **each jurisdiction**.	Section 8.5 Pg. 247	x		The plan descibes the revsions that were made from the previous plan.	
U3 (E2-b)	The plan must describe the status of all hazard mitigation actions in the previous plan by identifying whether they have been completed or not, for each jurisdiction.	Initiative List Pg. 251 - 258	x		p 249 gives reasoning	
U4 (E2-c)	The updated plan must explain how the jurisdiction(s) integrated information from the mitigation plan into other planning mechanisms, as a demonstration of progress in local hazard mitigation efforts. If information from the previous plan was not integrated into other planning mechanisms, this must be stated.			x		**M5 and M6 helps meet this requirement for U-4**

FEMA Guidance Notes:
Changes in development means recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions or shifts in the needs of underserved communities or gaps in social equity. This can also include changes in local policies, standards, codes, regulations, land use regulations and other conditions. If no development changes affected the jurisdiction's overall vulnerability, this must be stated with the plan.
Description of Priorities: A description of priorities is defined by the participant(s). If the participant(s) has no change in priorities since the last approval of the mitigation plan, this must be stated. This can be a narrative or with detailed statements in appropriate sections of the plan.
Actions: For actions that are not complete, the plan must state whether the action is no longer relevant or will be included in the updated action plan.

Reviewer Notes

U1. This element is also linked to Element R10 in the risk assessment section. Make sure to discuss change in vulnerability (positive, negative, or none) to hazards from changes in development that has occurred over the last five years (planning cycle).

U2. How was the plan revised and was it due to a change in priority? Examples include new leadership, recent hazard events, input from the public, etc. We are usually referencing the goals and objectives, risk assessment, mitigation strategy, project prioritization method, or similar sections of the plan when looking for this information.

U3. Include information about completed, deleted, or deferred projects from the previous version of the plan.

U4. This element is related to M5 and M7. To meet U4, discuss if any integration of information from the LMS into other planning mechanisms has occurred since the previous update, such as a recent update of the CEMP or in the jurisdictions' codes and ordinances. Think of integration within all participating jurisdictions.

Plan Adoption (FEMA Element F)		Location in Plan	Met	Not Met	Reviewer Comments	
A1 (F1-a)	The jurisdiction must provide documentation of plan adoption, usually a resolution by the governing body or other authority, to receive approval.	Appendix A				
A2 (F2-a)	To receive approval, the participants must adopt the plan and provide documentation that the adoption has occurred.	Appendix A				

FEMA Guidance Notes:
Jurisdiction Adoption: **At least one** adoption resolution should be transmitted through the State to FEMA for the LMS Plan to be officially approved. The remaining resolutions may be transmitted as they are completed.
Documentation may be provided in the form of meeting minutes, resolutions, signed letter or any other method to demonstrate that official adoption by the participant has occurred.
Participants that submit their adoption documentation separately from the other multi-jurisdictional plan participants will not receive a new expiration date.
Participating jurisdictions that adopt the plan **more than one year** after Approvable Pending Adoption (APA) status has been issued must either: Validate that their information in the plan remains current with respect to both the risk assessment and their mitigation strategy OR Make the necessary updates before submitting the adoption resolution to FEMA.

Reviewer Notes

Ideally, all jurisidictions will formally adopt the Approved Pending Adoption (APA) plan before the current expiration date. This will depend on State review time and required revisions. Jurisdictions must adopt the LMS Plan within one year of APA status. Beyond one year, jurisdictions will need to validate the accurracy of their information within the Plan in order to receive FEMA approval.

High Hazard Potential Dams (FEMA Element G) *Eligibility Requirement for HHPD Grant Program*		Location in Plan	Met	Not Met	Reviewer Comments	Required Revisions
D1 (HHPD1-a)	The plan must describe how the local government worked with the local dam owners and/or the state dam safety agency (FDEP).	N/A				
D2 (HHPD1-b)	The plan incorporates information shared by the state and/or local dam owners.	N/A				
D3 (HHPD2-a)	The plan describes the **risks and vulnerabilities** to and from HHPDs (included in risk assessment).	N/A				
D4 (HHPD2-b)	The plan documents the limitations and describes how to address deficiencies (in the risk assessment).	N/A				
D5 (HHPD3-a)	The plan addresses how to reduce vulnerabilities to and from HHPDs as part of its own goals or with other long-term strategies. The plan does not need to include a goal specific to HHPDs alone.	N/A				
D6 (HHPD3-b)	The plan links proposed actions to reduce long-term vulnerabilities that are consistent with its goals.	N/A				
D7 (HHPD4-a)	The plan must describe **specific actions** to address HHPDs (project list).	N/A				
D8 (HHPD4-b)	The plan describes the criteria used to prioritize actions related to HHPDs.	N/A				
D9 (HHPD4-c)	The plan identifies the position, office, department or agency responsible for implementing and administering the action to mitigate hazards to or from HHPDs.	N/A				

FEMA Guidance Notes:

Note: Ensure sensitive and/or personally identifiable information is protected.

Information shared by the state and/or local dam owners includes: inundation maps, EAP, Floodplain Plans, dam breach modeling software, as well as more detailed studies.

Risk and vulnerabilities can include potential cascading impacts of storms, wildfires, etc. on dams that may affect upstream and downstream flooding; potential significant economic, environmental or social impacts, as well as multi-jurisdictional impacts, from a dam incident; location and size of populations at risk, and potential impacts to institutions and critical infrastructure/facilities/lifelines; and/or methodology and/or assumptions for risk data and inundation modeling.

Specific actions include rehabilitating/removing dams; adopting and enforcing land use ordinances in inundation zones; elevating structures in inundation zones; and/or adding flood protection, such as berms, floodwalls or floodproofing, in inundation zones.

Reviewer Notes
These elements are optional, but are an eligibility requirement of the Rehabilitation of High Hazard Potential Dam Grant Program. Consider including this information in your LMS Plan if you have **high** hazard or **significant** hazard dams in the planning area. If there are any gaps or limititations, this should be discussed as applicable.

MULTI-JURISDICTION SUMMARY SHEET

INSTRUCTIONS: For multi-jurisdictional plans, this Summary Spreadsheet lists each participating jurisdiction, and outlines whether they met each required Element. As jurisdictions adopt the approved plan, Column H will be filled out. This Summary Sheet does not imply that a jurisdiction-specific mitigation plan be developed for each jurisdiction, instead **simply fill in the names and type of each jurisdiction (columns B and C)** participating in the Plan.

MULTI-JURISDICTIONAL SUMMARY SHEET							
#	Jurisdiction Name	Type of Jurisdiction (school board, non-profit, special district, city, town, etc.)	Requirements Met (Y/N)				
			A. Planning Process	B. Hazard Identification & Risk Assessment	C. Mitigation Strategy	D. Plan Review, Evaluation & Implementation	E. Plan Adoption
1	County		X	Y	Y	Y	
2	Daytona Beach		Y	Y	Y	Y	
3	Daytona Beach Shores		Y	Y	Y	Y	
4	DeBary		Y	Y	Y	Y	
5	DeLand		Y	Y	Y	Y	
6	Deltona		Y	Y	Y	Y	
7	Edgewater		Y	Y	Y	Y	
8	Holly Hill		Y	Y	Y	Y	
9	Lake Helen		Y	Y	Y	Y	
10	New Smyrna Beach		Y	Y	Y	Y	
11	Oak Hill		Y	Y	Y	Y	
12	Orange City		Y	Y	Y	Y	
13	Ormond Beach		Y	Y	Y	Y	
14	Pierson		Y	Y	Y	Y	
15	Ponce Inlet		Y	Y	Y	Y	
16	Port Orange		Y	Y	Y	Y	
17	South Daytona		Y	Y	Y	Y	
18	School District		Y	Y			
19	Advent Health		Y	Y			
20	Daytona Beach Airport		Y	Y			

This Hazard Review Checklist will be filled out by the FDEM State Reviewers during their review.

HAZARD REVIEW CHECKLIST

Hazard Name	Description of Hazard	Location	Extent	Previous Occurrences (Updated)	Probability	Impacts	Effects of Climate Change	Overall Vulnerability	Jurisdictional Risk Assessment *(Y/N)*
Coastal Erosion	39	39 - names specific areas of the beach	43 - defined by the erosion rate	40-41 - description of historical	43 - Probability defined when you are talking about Loss rates	164 - 166	164 - 166	164 - 166	Y
Drought	44	44	45 - Drought monitor intensities	46-47	47 - high	167 - 168	167 - 168	167 - 168	Y
Cold	49	49 - What areas in Volusia would be impacted by the hazard?	49 - surface air for 3 or more days	50	49-50 - low	169 - 171	169 - 171	169 - 171	Y
Heat	49	49 171 High temp risk map	50 - 3-10 days 99+	None - What was the previous occurrence within the last 5 years?	50 - low	169 - 171	169 - 171	169 - 171	Y
Flood	52	p 54 - FIRM map 176 - FEMA Hazard Zones	53 - defines floodplains 173 - Advisories	55-58	60 - high	172 - 176	172 - 176	172 - 176	Y

Storm Surge	65	67 - storm surge map	65	68	69 - high Double sentence about sea level rise increase	179 - 184	179 - 184	179 - 184	Y
Sea Level Rise	65	65	66 - no extent	68 - nothing since 2016, state so	69 - low	179 - 184	179 - 184	179 - 184	Y
Tsnuamis	65	66	66 - no extent	68 - nothing since 2008 - state so	69 - low	179 - 184	179 - 184	179 - 184	Y
Hail	72	74 - entirety of county - Could this be Volusia County and its Jurisdictions?	what are the advisories?	76 - 83	100 - high	185 - 187	74 185 - 187	185 - 187	Y
Lightning	72	75	what are the advisories?	84 - 87	100 - high	186 - 187	74 185 - 188	186 - 187	Y
Thunderstorms	72	75	what are the advisories?	88 - 99	100 - high	187 - 187	74 185 - 189	187 - 187	Y
Tornado	101	103 - uniformly exposed	101	103 - 114	116 - high	188 - 190	116 188 - 190	188 - 190	Y
Tropical Cyclones	117	119 - emphasis on coastal areas	117	120 - 121	126 - high	191 - 199	191 - 199	191 - 199	Y
Wildland Fire	127	128 - uniformly exposed, WUI map	what constitutes as a wildfire?	130 - nothing after 2018, state so	131 - high	127 in the background has good impacts 200 - 203	200 - 203	201 - 203	Y

APPENDIX D: MEETING INFORMATION

Meeting Information

This section of the Volusia Local Mitigation Strategy includes documentation (agendas, sign-in sheets, other items) for the meetings held as part of the planning process. The planning team held four meetings, which are summarized below:

- **Public Kickoff Meeting**
  - September 20, 2024
  - The Working Group's Quarter 3 Meeting was open to the public. This meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The goal was to begin the public engagement process. The objective was to inform the Working Group and the public on the progress made up to that point and to discuss any updates needed to the priority project list.

- **Public Engagement Meetings**
  - November 25 and 26, 2024
  - Two public meetings were held to inform the public of the planning process and the overall scope of the 2025 Volusia County Local Mitigation Strategy. Maps and a draft plan were provided and general items within the plan were discussed. Special attention was given to community members' needs and recommendations for the plan.

- **Volusia Prepares Meeting and Conclusion Meeting for Public**
  - December 13, 2024
  - The next Local Mitigation Strategy Meeting was held at the Volusia County Emergency Operations Center, 3825 Tiger Bay Road. The purpose of this meeting was to show the jurisdictions and the public the draft plan and obtain comments and feedback.

Documentation for these meetings is found on the following pages of this appendix, including:

- Sign-In Sheets
- Agendas
- Press Releases
- Presentation Slides

From: Yolanda Buckles <YBuckles@volusia.org>
Sent: Tuesday, September 17, 2024 3:58 PM
To: Adam Thornton; Angie Sehenuka; Arden Fontaine; Aubrie Austin; Austin Beeghly; Barton, Justin (BartonJustin@CODB.US); Becky Witte; Benjamin Bartlett; Bobbie King; Boyer, Chris (cjboyer@volusia.k12.fl.us); Cammie Dewey; Michelle Cechowski; Constance Bentley; Corry Brown; Cruz, Stewart (scruz@cityofdbs.org); Dan Lugo; Elizabeth Caison; Fegley, Kyle (KFegley@cityofnsb.com); Grebosz, Mike (Greboszm@deland.org); Hamstra, David (david@pegasusengineering.net); Hank Baker; Hilton, Tyna Lynn (thilton@CITYOFEDGEWATER.ORG); Houle, Sue (shoule@deltonafl.gov); Irwin, Lory (lirwin@cityofdbs.org); J Gleason; Jeff Alberts; Jerome Adams; Jessica Fentress; Jill Hemmerlein; Jim Cannon; Jim Peterson; John Widick; Jonathan McKinney; Juengst, Steven (sjuengst@hollyhillfl.org); Karen Feaster; Long, Ronnie (OC); Margaret Tomlinson; Mark Bell; Michael Ulrich; Mike McMunigle; Miller, Jeff (jmiller@hollyhillfl.org); Moisio, Loretta (moisio@ormondbeach.org); Moses, Kieu (mosesk@deland.org); Nancy Church; Randy Coslow; Robert Falk; Robin Gawel - City of Ormond Beach (Robin.Gawel@ormondbeach.org); Saavedra, Leylah (leylah@pegasusengineering.net); Sandy Camp; Smith, Hardy (SmithHardy@CODB.US); Tiffany Islam; Tim MacHardy; Vandemark, Shawn (svandemark@cityofnsb.com); Waller, David (WallerDavid@CODB.US); White, Pat (pmwhite404@gmail.com); Yolanda Buckles; Young, Ronald E. (reyoung@volusia.k12.fl.us)
Cc: McKenna Korzeniewski
Subject: Volusia Prepares (LMS) Quarterly Meeting
Attachments: 09.20.2024 LMS Meeting Agenda.pdf; 06.21.2024 LMS Meeting Minutes.pdf

Good Afternoon Everyone,

This is a friendly reminder about the upcoming Volusia Prepares (LMS) quarterly meeting, scheduled for this Friday, September 20th, at 9:00 AM at the Emergency Operations Center.

Please find the meeting agenda and minutes from our last quarterly meeting attached.

If you have any questions or need further information, feel free to reach out

Best Wishes,
Yolanda

Yolanda Buckles, FPEM
Planner II
Volusia County Emergency Management
3825 Tiger Bay Rd., Suite 102
Daytona Beach, FL 32124
386.254.1500 ext 11027

From: McKenna Korzeniewski <MKorzeniewski@ecfrpc.org>
Sent: Tuesday, January 28, 2025 3:30 PM
To: Brenda Defoe-Surprenant
Subject: Fw: LMS Quarterly Meeting
Attachments: 10.13.2024 LMS Meeting Agenda.pdf; 09.20.2024 LMS Meeting Minutes.pdf

McKenna Korzeniewski
Resilience Planner II
East Central Florida Regional Planning Council
455 N Garland Ave. Orlando FL 32801
407-245-0300
mkorzeniewski@ecfrpc.org
www.ecfrpc.org

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From: Yolanda Buckles <YBuckles@volusia.org>
Sent: Monday, December 9, 2024 1:19 PM
To: Adam Thornton <athornton@southdaytona.org>; Angie Sehenuka <sehenuka@codb.us>; Arden Fontaine <AFontaine@volusia.org>; Aubrie Austin <ALAustin@volusia.org>; Austin Beeghly <Austin.Beeghly@em.myflorida.com>; Barton, Justin (BartonJustin@CODB.US) <BartonJustin@CODB.US>; SD - Becky Witte <bwitte@southdaytona.org>; Benjamin Bartlett <BBartlett@volusia.org>; Bobbie King <BGKing@volusia.org>; Boyer, Chris (cjboyer@volusia.k12.fl.us) <cjboyer@volusia.k12.fl.us>; Cammie Dewey <cdewey@sjrwmd.com>; Michelle Cechowski <mcechowski@ecfrpc.org>; Corry Brown <CABrown@volusia.org>; Cruz, Stewart (scruz@cityofdbs.org) <scruz@cityofdbs.org>; Dan Lugo <dlugo@orangecityfl.gov>; Elizabeth Caison <Elizabeth.Caison@em.myflorida.com>; Fegley, Kyle (KFegley@cityofnsb.com) <KFegley@cityofnsb.com>; DL Asst CM - Grebosz, Mike <greboszm@deland.org>; Hamstra, David (david@pegasusengineering.net) <david@pegasusengineering.net>; Hank Baker <hbaker@ponce-inlet.org>; Hilton, Tyna Lynn (thilton@CITYOFEDGEWATER.ORG) <thilton@CITYOFEDGEWATER.ORG>; Houle, Sue (shoule@deltonafl.gov) <shoule@deltonafl.gov>; Irwin, Lory (lirwin@cityofdbs.org) <lirwin@cityofdbs.org>; LH - Administrator Jim Gleason <jgleason@lakehelen.org>; Jeff Alberts <JAlberts@volusia.org>; OH Manager - Jerome Adams <AdamsJ@oakhillfl.gov>; Jessica Fentress <jfentress@volusia.org>; Jill Hemmerlein <JHemmerlein@volusia.org>; SJRWMD - James Cannon <jcannon@sjrwmd.com>; Jim Peterson <JPeterson@sjrwmd.com>; John Widick <jawidick@volusia.k12.fl.us>; Juengst, Steven (sjuengst@hollyhillfl.org) <sjuengst@hollyhillfl.org>; Karen Feaster <KFeaster@flydab.com>; Kelly Steffens <KSteffens@flaglercounty.gov>; Kim Flaherty <flahertykimberly@codb.us>; OC FD - Ronnie Long <rlong@orangecityfl.gov>; Margaret Tomlinson <mtomlinson@port-orange.org>; Mark Bell <publicworks@oakhillfl.gov>; Michael Ulrich <MUlrich@volusia.org>; Mike McMunigle <MJMcMuni@sjrwmd.com>; Miller, Jeff (jmiller@hollyhillfl.org) <jmiller@hollyhillfl.org>; Moisio, Loretta (moisio@ormondbeach.org) <moisio@ormondbeach.org>; Moses, Kieu (mosesk@deland.org) <mosesk@deland.org>; Nancy Church

<NChurch@volusia.org>; Olivia Thomas <OThomas@volusia.org>; Robert Falk <RFalk@volusia.org>; Robin Gawel - City of Ormond Beach (Robin.Gawel@ormondbeach.org) <Robin.Gawel@ormondbeach.org>; Saavedra, Leylah (leylah@pegasusengineering.net) <leylah@pegasusengineering.net>; Sandy Camp <scamp@CITYOFEDGEWATER.ORG>; Smith, Hardy (SmithHardy@CODB.US) <SmithHardy@CODB.US>; Stephen Cousins <scousins@deltonafl.gov>; Tim MacHardy <TMacHardy@volusia.org>; NSB - Shawn VanDeMark <svandemark@cityofnsb.com>; Waller, David (WallerDavid@CODB.US) <WallerDavid@CODB.US>; White, Pat (pmwhite404@gmail.com) <pmwhite404@gmail.com>; Yolanda Buckles <YBuckles@volusia.org>; Young, Ronald E. (reyoung@volusia.k12.fl.us) <reyoung@volusia.k12.fl.us>
Subject: LMS Quarterly Meeting

Good Afternoon All:

This is a friendly reminder that our quarterly LMS meeting is scheduled for this Friday, December 13th, at 9:00 AM at the EOC.

Attached, you will find the agenda for the meeting, as well as the minutes from the September 20th meeting for your review.

If you have any questions, please don't hesitate to reach out.

Best Wishes,
Yolanda

Yolanda Buckles, FPEM
Planner II
Volusia County Emergency Management
3825 Tiger Bay Rd., Suite 102
Daytona Beach, FL 32124
386.254.1500 ext 11027



AGENDA
Local Mitigation Working Group Meeting
September 20, 2024, 9:00 AM
Program Coordinator: Yolanda Buckles
EOC – Ops Room
3825 Tiger Bay Rd. Ste. 102, Daytona Beach, FL 32124

- Welcome/Introductions
- Approval of meeting minutes from June 21, 2024
- Update of Hurricane Ian, Hurricane Nicole and Hurricane Idalia HMGP initiatives
- Update on any 2023 FMA initiatives
- Present any new initiatives to be added to the LMS Initiative List
- 2025-2030 Local Mitigation Strategy (LMS) Public Kickoff
- Training Plan
- Open Discussion

Next Quarterly Meeting will be December 13



AGENDA
Local Mitigation Working Group Meeting
December 13, 2024, 9:00 AM
Program Coordinator: Yolanda Buckles
EOC – Ops Room
3825 Tiger Bay Rd. Ste. 102, Daytona Beach, FL 32124

- Welcome/Introductions
- Approval of meeting minutes of September 20, 2024
- Update of Hurricane Ian, Hurricane Nicole and Hurricane Idalia HMGP initiatives
- Update on any 2023 FMA initiatives
- Present any new initiatives to be added to the LMS Initiative List
- 2025-2030 Local Mitigation Strategy (LMS) Update
- Open Discussion

Next Quarterly Meeting to be determined

2025-2030 LOCAL MITIGATION STRATEGY PUBLIC KICKOFF

Volusia County Emergency Management and the East Central Florida Regional Planning Council

September 20, 2024

Images: Volusia County Emergency Management Logo and East Central Florida Regional Planning Council Logo

Overview of LMS & FMP

- Local Mitigation Strategy (LMS) is a 5-year plan that anticipates damage and disruption that could result from a disaster and then determines how best to eliminate or at least reduce this damage.
  - Focuses on most relevant hazards
- The Floodplain Management Plan (FMP) is a plan that supports the National Flood Insurance Program to: identify known flood problem areas, establish goals, objectives, and implementation programs, and support the reduction in flood insurance costs.

LMS & FMP- Goals & Objectives

- LMS Working Group
  - Updated LMS goals and objectives have been updated through Working Group meetings
  - FMP goals and objectives have been updated based on conversations in these meetings
  - Awaiting feedback from Working Group: requested no later than **Sept. 30**

LMS Updated Goals

Strengthen	GOAL 1: Strengthen effective hazard mitigation programming through policies, regulations, and technology through local government collaborations.
Endeavor	GOAL 2: Local government will endeavor to have resilient critical infrastructure that supports operations before, during, and after disasters.
Encourage	GOAL 3: Encourage economic sustainability within the community.
Enhance	GOAL 4: Enhance the whole community's understanding of the hazards and the techniques used to minimize vulnerability.

Individual Jurisdictional Goals & Objectives within the FMP

Each municipality has a section within the FMP stating goals and objectives to be worked towards in the next five years

Working Group: feedback and updates to those goals **Sept 30**

Additional Plan Updates

- Broad overview of the section updates:
  - Community profile has been updated to include most recent census data
  - Hazards have been refined to include additional risks and broaden the scope of disasters
  - Hazard profiles have been updated to include recent occurrences within the past 5 years
  - Vulnerability assessment is being conducted in partnership with Volusia County's Environmental Management
  - Capability assessment will be using information collected from surveys

- Mitigation plan and strategies will mainly consist of the Quarter 3 priority list
- AI data and maps are being updated currently
- Public meetings are October 7 & 8
  - Daytona Beach Library and Deland Library

THANK YOU!

Please join us for a deeper dive into the draft in October!



LOCAL MITIGATION STRATEGY QUARTER 4 MEETING

Prepared by the East Central Florida Regional Planning Council with Volusia County Emergency Management

Friday, December 13, 2024

Images: Volusia County Emergency Management Logo and East Central Florida Regional Planning Council Logo

Overview of LMS & FMP

- Local Mitigation Strategy (LMS) is a 5-year plan that anticipates damage from a disaster to determine how to eliminate or reduce damage.
  - All hazards
  - Whole community
- The Floodplain Management Plan (FMP) is a plan that supports the National Flood Insurance Program to: identify known flood problem areas, establish goals, implement programs, and reduce flood insurance costs.

Identified Natural Hazards in LMS

- Agriculture
- Coastal Erosion
- Drought
- Extreme Temperature (heat & cold)
- Flood
- Tropical Cyclones
- Public Health Emergencies
- Rising Coastal Waters (storm surge, sea level rise, & tsunamis)
- Severe Weather (hail, lightning, & thunderstorms)
- Tornado
- Wildland Fire

Identified Manmade/Technological Hazards in LMS

- Civil Disturbance
- Mass Migration
- Terrorism
- Coastal Oil Spill
- Critical Infrastructure Failure
- HazMat/Industrial Incident

LMS Example Projects

- Generators
- Home elevations
- Basin Improvements
- Hardening lift stations
- Sewer improvements

Survey Results Overview

- Public Survey for residents: 136
- HOA: 4
- Local businesses: 6

Public Survey

- 50% have lived in home for 10+ years
- 61% are very concerned about flooding in their home (83 people)
- 39% had flooding in 2022; 25% had flooding in 2024
- 82% of residents have noticed an increase in duration and frequency

HOA Survey

- 75% believe property owners are very concerned about flooding
- All have noticed an increase in flooding
- Communities represented: DeBary, Deland, Port Orange, Unincorporated Volusia

Business Survey

- 50% are NOT concerned about flooding
- 33% of participants have flooded
- Financial impacts of concern: loss of business, days, employees unable to work, profit loss, property damage

Additional Public Feedback

- Public comments brought up in two outreach sessions will be consolidated and incorporated into the LMS
  - November 25 and 26, 2024
- Additional comments taken today

THANK YOU!



Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
Daytona Beach	Justin Barton	386-671-8807	BartonJustin@CODB.us	
	Michael Smith	386-671-8871	smithmike@CODB.us	
Daytona Beach Shores	Lori Irwin	386-763-5328	lirwin@cityofdbs.org	
DeBary	Amy Long	386-601-0207	along@debary.org	
	~~David Hamstra~~	407-992-9160	david@PegasusEngineering.net	
DeLand	Kieu Moses	386-626-7112	mossesk@deland.org	
	Jonathan Jacob	386-626-7097	jacobj@deland.org	
Deltona	Sue Houle	386-878-8163	shoule@deltonafl.gov	
	Bill Snyder	386-575-6902	bsnyder@deltonafl.gov	
	David Hamstra			
Edgewater	Sandy Camp	386-424-2400	Scamp@cityofedgewater.org	
	Tyna Lynn Hilton	386 424 2400 x406	thilton@cityofedgewatee.org	
Holly Hill	Steve Juengst	386-248-9463	sjuengst@hollyhillfl.org	
	Jeff Miller	386-248-9488	jmiller@hollyhillfl.org	

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
Lake Helen	Jim Gleason		jgleason@lakehelen.org	
New Smyrna Beach	Kyle Fegley	386-410-2811	kfegley@cityofnsb.com	
	David Hamstra	407-992-9160	david@PegasusEngineering.net	
Oak Hill				
Orange City	Ronnie Long	386-775-5460	rlong@orangecityfl.gov	
	Joe Ruiz	386-775-5415	jruiz@orangecityfl.gov	
	John Peters	386-775-7525	jpeters@orangecityfl.gov	
Ormond Beach	Loretta Moisio	386-676-3315	moisio@ormonbeach.org	
	Robin Gawel	386-676-3343	Robin.Gawel@ormondbeach.org	
Pierson				
Ponce Inlet	Ami Pierce	386-236-2186	apierce@ponce-inlet.org	
	Hank Baker		hbaker@ponce-inlet.org	
Port Orange	Marget Tomlinson	386-506-5563	mtomlinson@port-orange.org	
	Debra Pelcher Valerie Dahl	386-506-5561 3865065664	dpelcher@port-orange.org vdahl@port-orange.org	

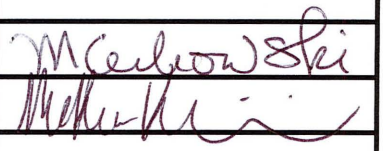
Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
South Daytona	Josh McEnany	386-322-3000	jmcenany@southdaytona.org	
	James Gillis Jr	386-322-3000	lgillis@southdaytona.org	
	Becky Witte	386-322-3000	bwitte@southdaytona.org	
Volusia County Departments				
Emergency Mgmt	Aubrie Austin	386-254-1500	alaustin@volusia.org	Auli Austin
	Yolanda Buckles	386-254-1500	ybuckles@volusia.org	
Coastal Division	Jessica Fentress	386-248-8072	jfentress@volusia.org	
	Niles Cyzycki	386-248-8072	NCyzycki@volusia.org	
	Olivia Thomas		othomas@volusia.org	
Fire Services	Jeff Alberts	386-736-5940	jalberts@volusia.org	
Public Works	Arden Fontaine	386-736-5965	afontaine@volusia.org	
Water Resources and Utilities	Michael Ulrich	386-943-7027	Mulrich@volusia.org	
GIS	Nancy Church	386-736-5922	nchurch@volusia.org	
Emergency Services	Suzie Darby	386-822-5037	sdarby@volusia.org	
Community Assistance	Corry Brown	386-736-5955	cabrown@voluisa.org	

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
DB Airport	Karen Feaster	386-248-8030	kfeaster@volusia.org	
Growth and Resource Management CRS Coord.	Jill Hemmerlein	386-736-5959	Jhemmerlein@volusia.org	
Environmental Management	Samantha West	386-736-5927	swest@volusia.org	
Mosquito Control	Tim MacHardy	386-424-2920	Tmachardy@volusia.org	
VC Health Department	Georgianne Cherry	386-281-2272	Georgianne.Cherry@flhealth.gov	
VC School Board	Ron Young	386-822-6630	Reyoung@volusia.k12.fl.us	
	Emergency Management Community Partners			
Advent Health	Mike Poinatowski	386-316-1120	michael.poinatowski@adventhealth.com	
FDEM	Austin Beeghly	850-559-7459	Austin.Beeghly@em.myflorida.com	
	Elizabeth Caison	850-524-0225	Elizabeth.Caison@em.myflorida.com	
Aptim	Pat White	386-299-7774	Patricia.white@aptim.com	
Halifax Health				

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
SJRWMD	James Cannon	321-473-1341	jcannon@sjrwmd.com	
	Cammie Dewey		cdewey@sjrwmd.com	
	Mike McMunigle		MJMcMuni@sjrwmd.com	
	Jim Peterson		JPeterson@sjrwmd.com	
ECFRPC	Michelle Ceckowski	407-402-3761	mcechowski@ecfrpc.org	
	McKenna Korzeniewski		MKorzeniewski@ecfrpc.org	

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
Recovery & Resiliency	Dave Linkinhoker	386-88-7773	dlinkinhoker@volusia.org	
Vol. Co. Council	Matt Reinhart	386-507-4004	mreinhart@volusia.org	
Rec. & Resiliency	Chris Wallen	386 747-9224	cwilliams@volusia.org	

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
Daytona Beach	Justin Barton	386-671-8807	BartonJustin@CODB.us	
	Michael Smith	386-671-8871	smithmike@CODB.us	
	Aaron Spencer	386-671-4021	SpencerAaron@dbfd.us	
Daytona Beach Shores	Lori Irwin	386-763-5328	lirwin@cityofdbs.org	
DeBary	Amy Long	386-601-0207	along@debary.org	
DeLand	Kieu Moses	386-626-7112	mossesk@deland.org	
	Jonathan Jacob	386-626-7097	jacobj@deland.org	
	Mike Gresbosz	386-626-7110	Greboszm@deland.org	
Deltona	Sue Houle	386-878-8163	shoule@deltonafl.gov	
	Bill Snyder	386-575-6902	bsnyder@deltonafl.gov	
	David Hamstra	407-992-9160	david@PegasusEngineering.net	
Edgewater	Sandy Camp	386-424-2400	Scamp@cityofedgewater.org	
	Tyna Lynn Hilton	386-424-2400	thilton@cityofedgewater.org	
Holly Hill	Steve Juengst	386-248-9463	sjuengst@hollyhillfl.org	SJ
	Jeff Miller	386-248-9488	jmiller@hollyhillfl.org	

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Lake Helen	Jim Gleason		jgleason@lakehelen.org	
New Smyrna Beach	Kyle Fegley	386-410-2811	kfegley@cityofnsb.com	
	David Hamstra	407-992-9160	david@PegasusEngineering.net	
	Jesse Meyers	386-410-2812	jmeyers@cityofnsb.com	
Oak Hill				
Orange City	Ronnie Long	386-775-5460	rlong@orangecityfl.gov	
	Joe Ruiz	386-775-5415	jruiz@orangecityfl.gov	
	John Peters	386-775-7525	jpeters@orangecityfl.gov	
Ormond Beach	Loretta Moisio	386-676-3315	moisio@ormonbeach.org	
	Robin Gawel	386-676-3343	Robin.Gawel@ormondbeach.org	
Pierson				
Ponce Inlet	Ami Pierce	386-236-2186	apierce@ponce-inlet.org	Bailey
	Hank Baker		hbaker@ponce-inlet.org	
Port Orange	Marget Tomlinson	386-506-5563	mtomlinson@port-orange.org	
	Valerie Duhl	386-506-5664	vduhl@port-orange.org	

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
	Debra Weher	386-506-5560	dweher@port-orange.org	
South Daytona	Josh McEnany	386-322-3000	jmcenany@southdaytona.org	
	James Gillis Jr	386-322-3000	lgillis@southdaytona.org	
	Becky Witte	386-322-3000	bwitte@southdaytona.org	
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Emergency Mgmt	Aubrie Austin	386-254-1500	alaustin@volusia.org	
	Yolanda Buckles	386-254-1500	ybuckles@volusia.org	
	CLINT MECHAM	386-254-1500	cmecham@volusia.org	
Coastal Division	Jessica Fentress	386-248-8072	jfentress@volusia.org	
	Niles Cyzycki	386-248-8072	NCyzycki@volusia.org	
	Olivia Thomas		othomas@volusia.org	
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Emergency Services	Suzie Darby	386-822-5037	sdarby@volusia.org	
Environmental Management	Samantha West	386-736-5927	swest@volusia.org	

Volusia Prepares - Working Group Quarterly Meeting

Fire Services	Jeff Alberts	386-736-5940	jalberts@volusia.org	
GIS	Nancy Church	386-736-5922	nchurch@volusia.org	
Growth and Resource Management CRS Coord.	Jill Hemmerlein	386-736-5959	Jhemmerlein@volusia.org	
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Public Works	Arden Fontaine	386-736-5965	afontaine@volusia.org	
Recovery & Resiliency	David Linkinhoker	386-882-7773	DLinkinhoker@volusia.org	
	Chris Williams	386-747-9221	CRWilliams@volusia.org	Chris Williams
	Melissa DeWall	386-882-7709		Melisse DeWall
Water Resources and Utilities	Michael Ulrich	386-943-7027	Mulrich@volusia.org	
	Emergency Management Community Partners			
Advent Health	Mike Poinatowski	386-316-1120	michael.poinatowski@adventhealth.com	
Aptim	Pat White	386-299-7774	Patricia.white@aptim.com	

Volusia Prepares - Working Group Quarterly Meeting

ECFRPC	Michelle Ceckowski	407-402-3761	mcechowski@ecfrpc.org	
	McKenna Korzeniewski		MKorzeniewski@ecfrpc.org	
FDEM	Elizabeth Caison	850-524-0225	Elizabeth.Caison@em.myflorida.com	
Halifax Health				
SJRWMD	James Cannon	321-473-1341	jcannon@sjrwmd.com	
	Cammie Dewey		cdewey@sjrwmd.com	
	Mike McMunigle		MJMcMuni@sjrwmd.com	
	Jim Peterson		JPeterson@sjrwmd.com	
VC Health Department	Stephen Civitelli	386-274-0799	Stephen.Civitelli@flhealth.gov	
VC School Board	Ron Young	386-822-6630	Reyoung@volusia.k12.fl.us	
Transform 386	Dave Lukinhoker	386-882-7777	dlukinhoker@volusia.org	
Ashleigh Elkins				

Volusia Prepares - Working Group Quarterly Meeting

Jurisdiction	Representative	Phone Number	Email Address	LMS
FAITH org.	Mary McLaughl	386 761 9834	mary mcteenvis@gmail	
[redacted]				
Sugar Forest Comm.	Lori Becker	386 299 4425	Lorbecker@aol.com	
Parametrics	Pat White	386 299 7774	pmwhite4040@gmail.com	
VCEM	CLAY ERVIN	386 822 5013	cervin@volusia.org	
[illegible]	Tim Smith	386-423-8948		
[illegible]	Deb Ulmer	386-747-6094	llc.dulmer@gmail.com	
	Mary Dey	386-690-5485	—	
South Daytona	Les Ellis	386-	bwitte@	
S. Daytona	Becky Witte	322-3014	Southdaytona.org	

2025-2030 LOCAL MITIGATION STRATEGY AND FLOODPLAIN MANAGEMENT PLAN PUBLIC MEETINGS

Prepared by the East Central Florida Regional Planning Council with Volusia County Emergency Management

November 25 & 26, 2024

Images: Volusia County Emergency Management Logo and East Central Florida Regional Planning Council Logo

History

- Volusia County's hazard mitigation planning efforts began in 1997 with the formation of the Volusia Prepares Committee
- First LMS in 1999 (adopted 2000), as part of the Florida Department of Community Affairs LMS Initiative
- The previous version of the LMS, prior to this 2025 version, was updated and adopted in 2020

Overview of LMS & FMP

- Local Mitigation Strategy (LMS) is a 5-year plan that anticipates damage from a disaster to determine how to eliminate or reduce damage.
  - All hazards
  - Whole community
- The Floodplain Management Plan (FMP) is a plan that supports the National Flood Insurance Program to: identify known flood problem areas, establish goals, implement programs, and reduce flood insurance costs.

LMS Updated Goals

Strengthen	GOAL 1: Strengthen effective hazard mitigation programming through policies, regulations, and technology through local government collaborations.
Endeavor	GOAL 2: Local government will endeavor to have resilient critical infrastructure that supports operations before, during, and after disasters.
Encourage	GOAL 3: Encourage economic sustainability within the community.
Enhance	GOAL 4: Enhance the whole community's understanding of the hazards and the techniques used to minimize vulnerability.

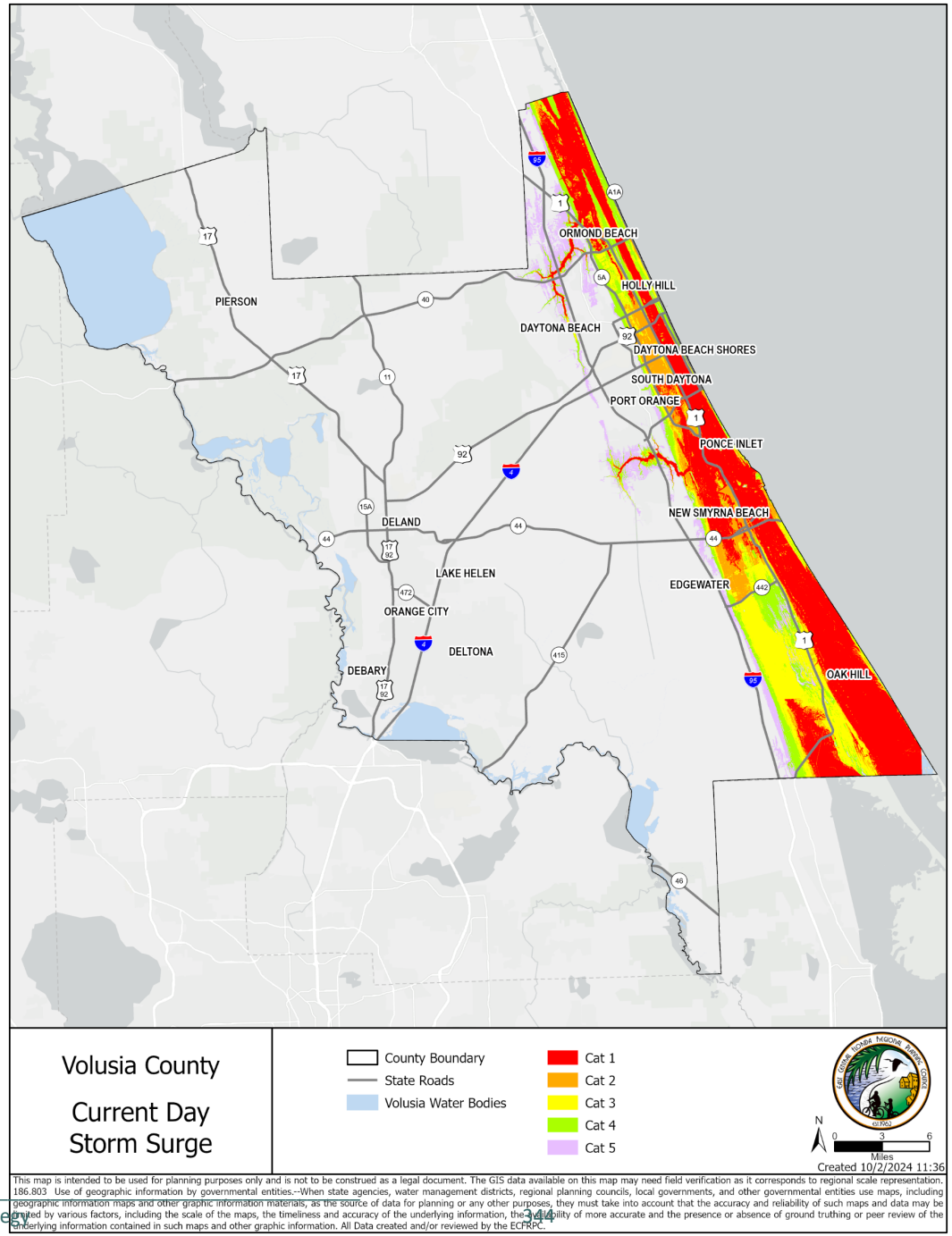
LMS & FMP- Project Lists

- Create a Master Initiatives List
- Makes county eligible for the Hazard Mitigation Grant Program (HMGP) funding through Florida's Division of Emergency Management (FDEM) and FEMA
- Grant funds are intended to bring mitigation projects to fruition that would end up on a wish list otherwise.

Community Profile

- Age (2022):
  - Median age for the County was **46.6 years**
  - State median age of **42.7 years** of age
  - Roughly 25% of residents in Volusia are over 65
- Housing (2022):
  - Median value of owner-occupied housing units was **$251,400**
  - **$178,700** average in Florida
  - **$193,500** national average

Image of current day storm surge impacting Volusia County. This map is organized by hurricane category using the SLOSH model (Sea, Lake, and Overland Surges from Hurricanes model is a computer program that estimates storm surge heights caused by tropical cyclones). This map has been approved by FDEM.



Overview of Required Updates

- Community profile has been updated to include most recent census data
- Hazards have been refined to include additional risks and broaden the scope of disasters
- Hazard profiles have been updated to include recent occurrences within the past 5 years
- Vulnerability assessment is being conducted in partnership with Volusia County's Environmental Management and information from the County's Property Appraiser

Overview of Required Updates (Continued)

- Capability assessment will use information collected from surveys
- Mitigation plan and strategies will consist of the Quarter 3 & 4 priority list
- All data and maps are being updated currently

We Need You!

- Public participation is vital to the success of the LMS/FMP
- Understanding individual homeowners' capabilities to withstand and respond to disasters is crucial for county to understand the **NEEDS** of the whole community

Survey QR Codes

Neighborhood Association Survey for Volusia Residents



Local Business Survey for Volusia County Business Owners



Floodplain Management Public Survey for Volusia County



Images: Three Photos of Survey QR Codes to Scan with Cell Phone

THANK YOU!

Questions?



LMS/FMP Public Meeting

Tuesday, November 26, 2024
Daytona Public Library

NAME	AFFILIATION	EMAIL	PHONE
[illegible]			386-795-2663
MARY E HAZZARD			267-850-1680
TRACI VANDERSON			386-627-0253
Dot Senne		dotsenne@aol.com	3862952920
George Carter			
Marcella Carter			
Hank Bohler			236-2188
Patrick Senne		pat.senne@collierseng.com	386-[illegible]
HEATHER BLANCK		heather.blanck@gmail.com	274-8679
Mike McDaniel			386-214-7209
Beverly FANT	West Winds condo 1250 #/800 S. Ridgewood Ave	BFANT8880@gmail.com 386-846-5804	386 846 5804
John J. Nicholson	Resident	?	386-265-8190
Javier Benavente	resident CODB	javibene@msn.com	
LORI BECKER	Part OR Resident	Lorbecker	386 2994425
Monica PARIS	Comm Zone 1 CODB	parismonica@codb.us	386-214-3822
Sonya Bell Bell	homeowner	Rbellzeus@gmail	386-589 3422
Daniel & Sherri Tippin	Home owner	SZLegal@AOL.com	386-290-4054
Jeff Cahill	Home Owner	jefcahill@Hotmail.com	3864519822
Catherine PANTE	Homeowner		386-566-3699
Jenny Nazak	Daytona Beach Permaculture Guild	jnazak@yahoo.com	512-609-[illegible]
Nic Mostert	RLB	MOSTERTN@hotmail.com	386-212-
Tom Peacock	ME	TOMSATIOLAND55@AOL	1260
Peter Signann	Sierra Club	peter@signmann.net	3862815627
SUSANNE DENG	MANY	suedeng@hotmail.com	4077602304
Jill Hemmerich	GRM	jhemmerich@gmail.com	
McKenna Korzeniewski	ECFRPC	MKorzeniewski@ecfrpc.org	

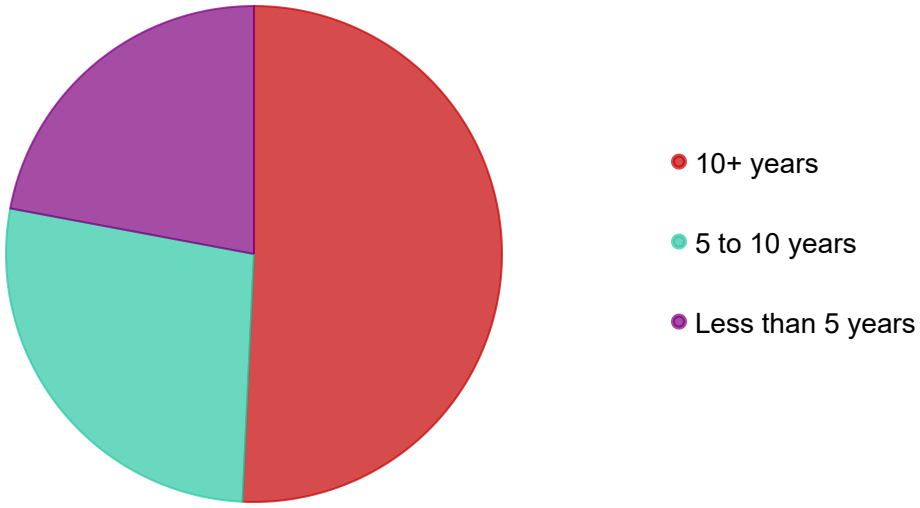
LMS/FMP Public Meeting

Monday, November 25, 2024
Deland Public Library

NAME	AFFILIATION	EMAIL	PHONE
McKenna Korczewski	ECFRPC	MKorczewski@ecfrpc.org	
JOHN BONDUR	JohnKnox/Mag	JKBONDUR@COMCAST.NET	
DALE ARRINGTON	City of Orange City	darrington@orangecityflo.gov	
Terri Ellis		TLJOHO AOL.com	330 252-7323
Phyllis Wilcox	City of Deltona	Pwilcox@DeltonaFL.Gov	
Glenn Whitcomb	City of Deltona	gwhitcomb@deltonafl.gov	
DAVID WILL	NSB	DLWill1507@gmail	386-689-7214
Wendy Anderson	ENRAC	Wanders1@stetson.edu	417-353-0084
JOE DUBAC	NSB	jdubac@snet.net	860-460-6128
DAVID LINKINHOKER	Recovery & Resil.	d.linkinhoker@volusia	386-882-7773
Melissa DeWall	Recovery + Resiliency	mdewall@volusia.org	386-822-7709
Stephanie Bryson	Deland Museum	brysonwestover@gmail.com	386.479.1666
Jon Cheney	HOA	jcheney61@icloud.com	386.848.6650
Yolanda Buckles	VCEM	ybucklese volusia.org	386 254 1500
Kurja Wilkes		Kurjawilkes@gmail.	847-420-2973

Floodplain Management Public Survey for Volusia County

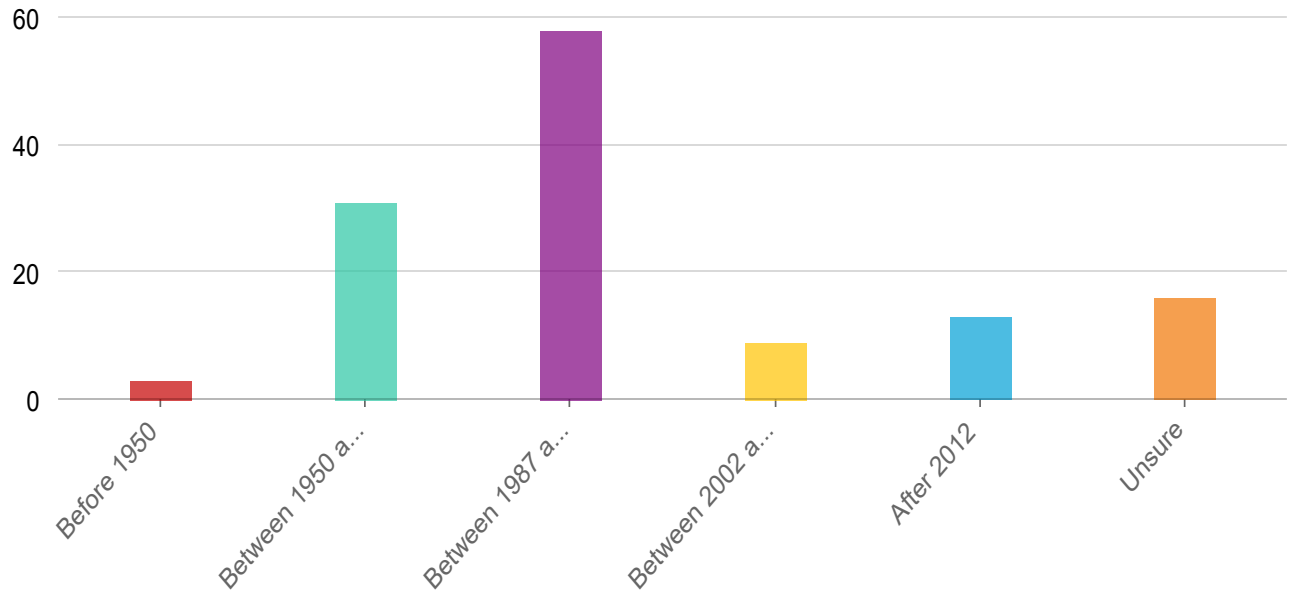
How long have you lived in your current residence?



Answers	Count	Percentage
10+ years	69	50.74%
5 to 10 years	37	27.21%
Less than 5 years	30	22.06%

Answered: 136 Skipped: 0

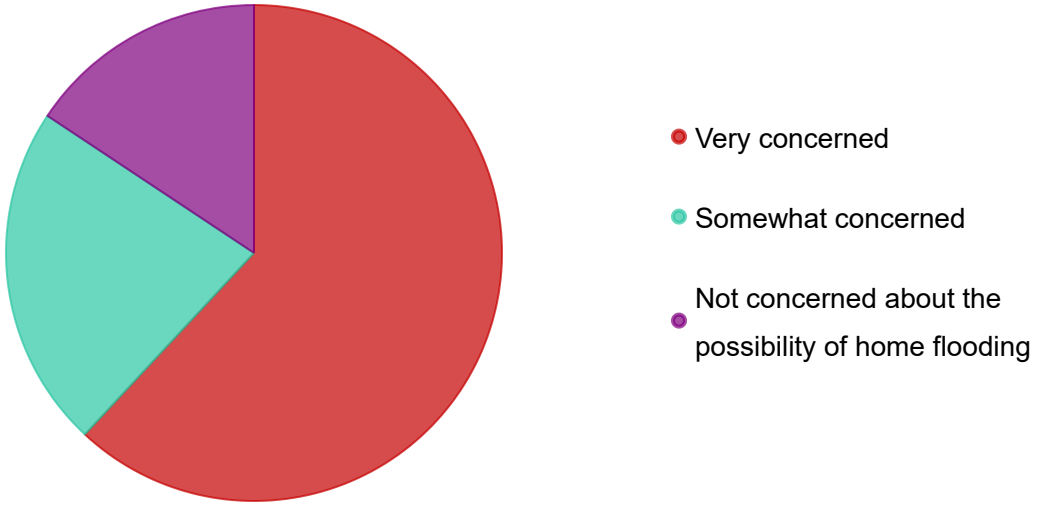
What year was your home built?



Answers	Count	Percentage
Before 1950	3	2.21%
Between 1950 and 1968	31	22.79%
Between 1987 and 2001	58	42.65%
Between 2002 and 2012	9	6.62%
After 2012	13	9.56%
Unsure	16	11.76%

Answered: 130 Skipped: 6

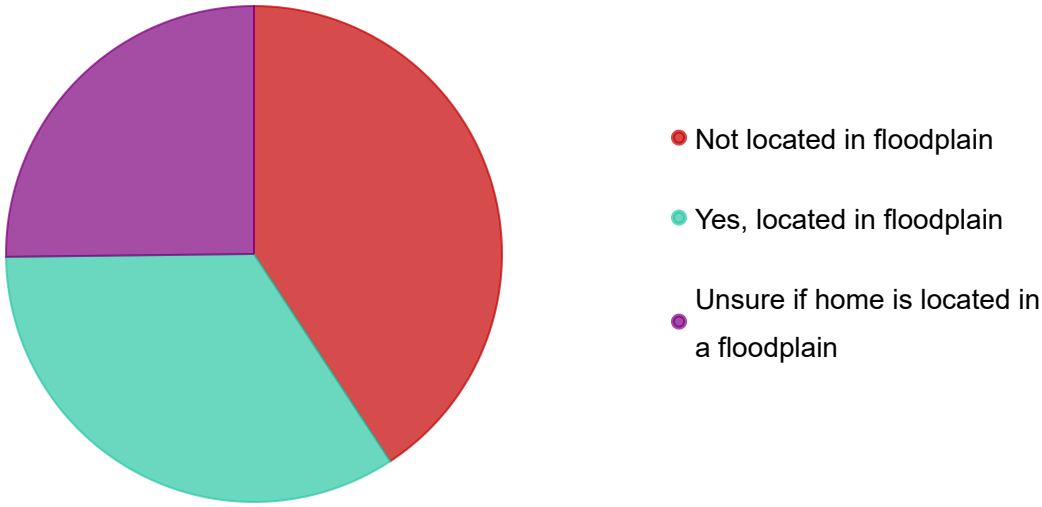
How concerned are you about the possibility of your home flooding?



Answers	Count	Percentage
Very concerned	83	61.03%
Somewhat concerned	30	22.06%
Not concerned about the possibility of home flooding	21	15.44%

Answered: 134 Skipped: 2

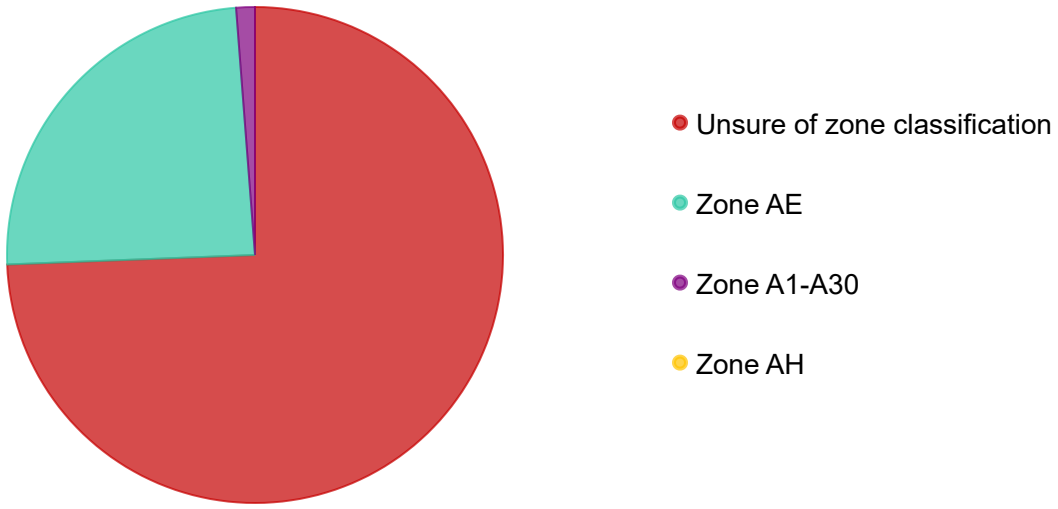
Is your home located within a Flood hazard zone (floodplain)?



Answers	Count	Percentage
Not located in floodplain	55	40.44%
Yes, located in floodplain	46	33.82%
Unsure if home is located in a floodplain	34	25%

Answered: 135 Skipped: 1

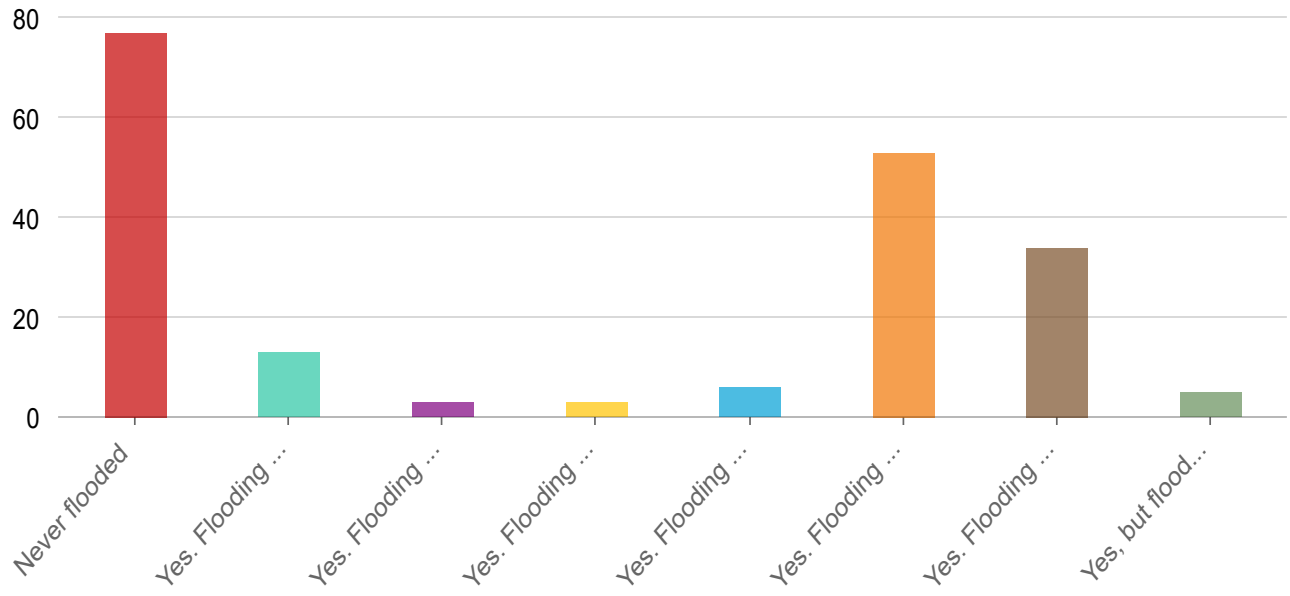
If located within a floodplain, which zone?



Answers	Count	Percentage
Unsure of zone classification	61	44.85%
Zone AE	20	14.71%
Zone A1-A30	1	0.74%
Zone AH	0	0%

Answered: 82 Skipped: 54

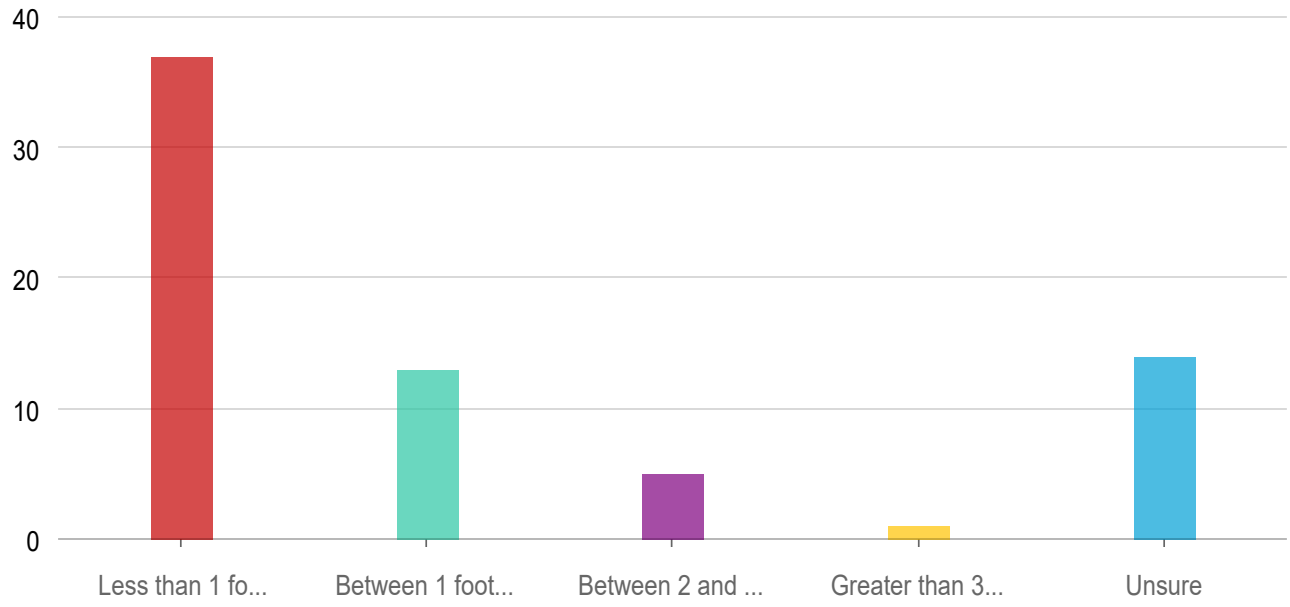
Has your home (to your knowledge) ever flooded due to natural causes?



Answers	Count	Percentage
Never flooded	77	56.62%
Yes. Flooding occurred between 2000-2009.	13	9.56%
Yes. Flooding occurred between 2010 and 2012.	3	2.21%
Yes. Flooding occurred between 2013 and 2016.	3	2.21%
Yes. Flooding occurred in 2017.	6	4.41%
Yes. Flooding occurred in 2022.	53	38.97%
Yes. Flooding occurred in 2024.	34	25%
Yes, but flooding has occurred in years not listed.	5	3.68%

Answered: 133 Skipped: 3

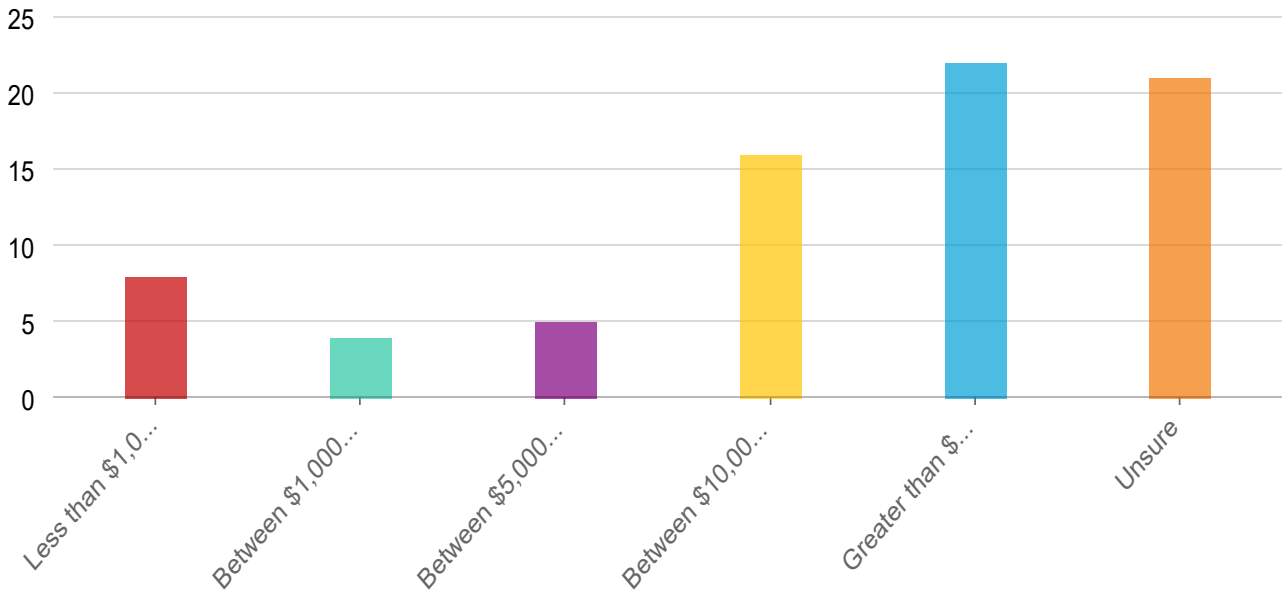
What depth was the water in your home during the last flooding event noted i…



Answers	Count	Percentage
Less than 1 foot	37	27.21%
Between 1 foot and 2 feet	13	9.56%
Between 2 and 3 feet	5	3.68%
Greater than 3 feet	1	0.74%
Unsure	14	10.29%

Answered: 70 Skipped: 66

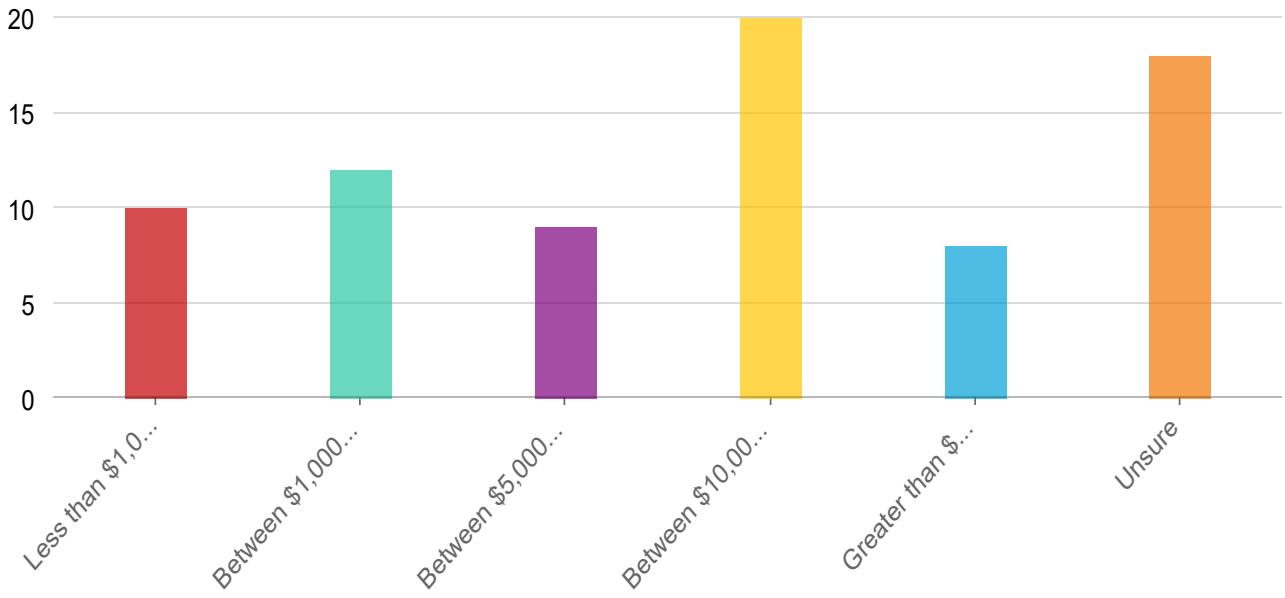
What was the approximate dollar value of structural damages to your home…



Answers	Count	Percentage
Less than $1,000	8	5.88%
Between $1,000 and $4,999	4	2.94%
Between $5,000 and $9,999	5	3.68%
Between $10,000 and $49,999	16	11.76%
Greater than $50,000	22	16.18%
Unsure	21	15.44%

Answered: 76 Skipped: 60

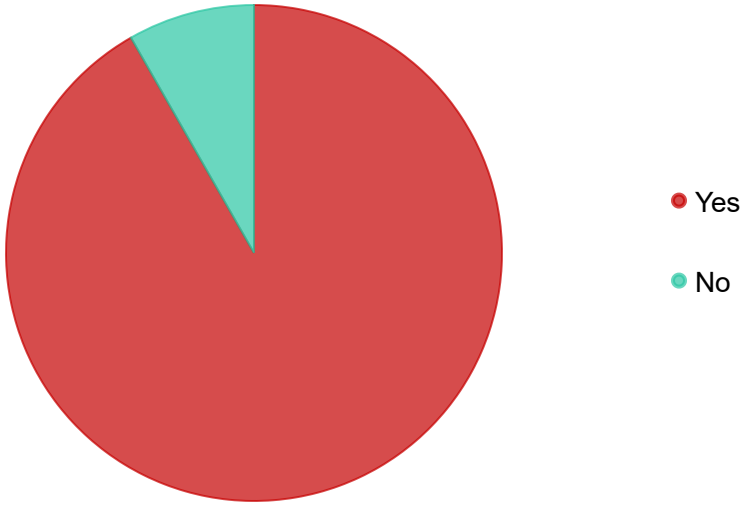
What was the approximate dollar value of all personal items lost during the la…



Answers	Count	Percentage
Less than $1,000	10	7.35%
Between $1,000 and $4,999	12	8.82%
Between $5,000 and $9,999	9	6.62%
Between $10,000 and $49,999	20	14.71%
Greater than $50,000	8	5.88%
Unsure	18	13.24%

Answered: 77 Skipped: 59

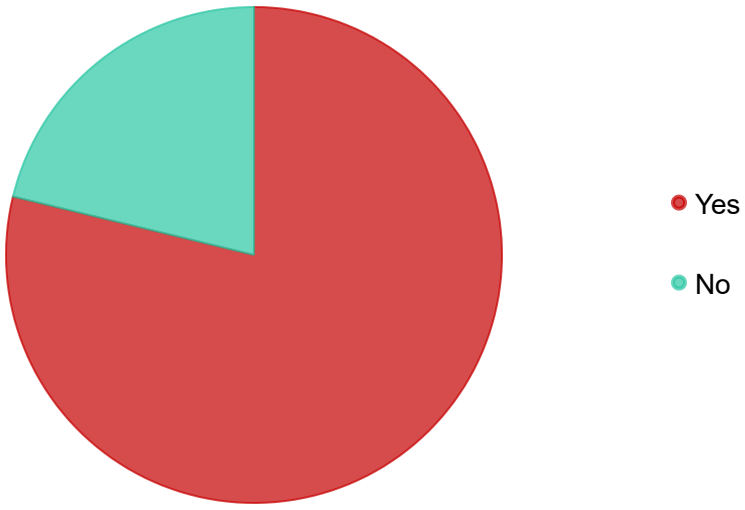
Have you noticed an increase in the duration and frequency of these flood…



Answers	Count	Percentage
Yes	111	81.62%
No	10	7.35%

Answered: 121 Skipped: 15

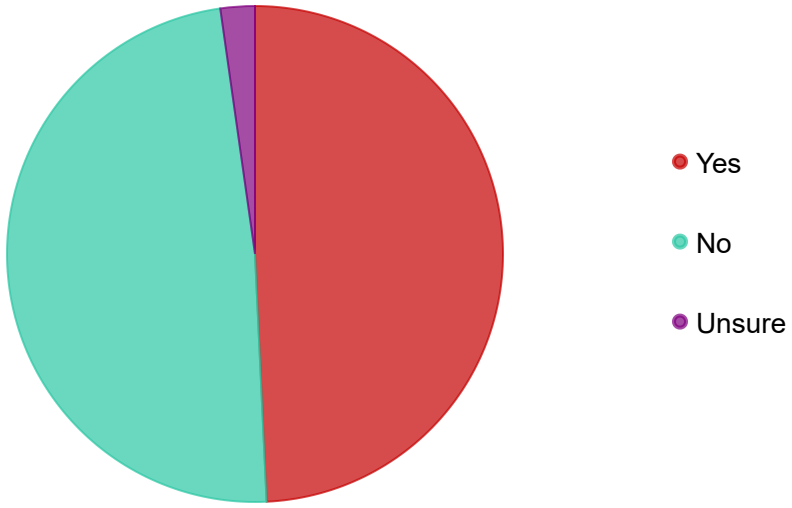
Has local roadway flooding (in your neighborhood) directly impacted access …



Answers	Count	Percentage
Yes	104	76.47%
No	28	20.59%

Answered: 132 Skipped: 4

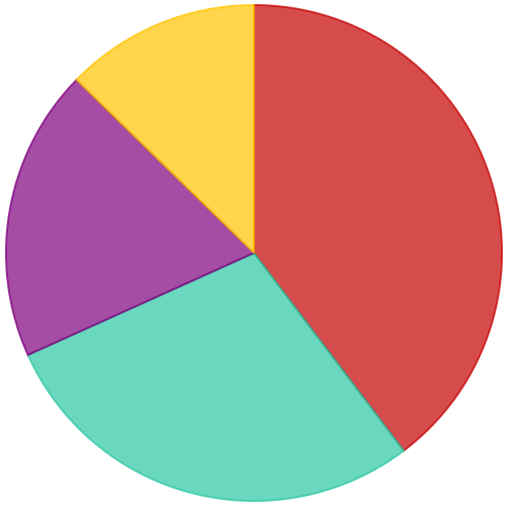
Do you currently have flood insurance for your property?



Answers	Count	Percentage
Yes	66	48.53%
No	65	47.79%
Unsure	3	2.21%

Answered: 134 Skipped: 2

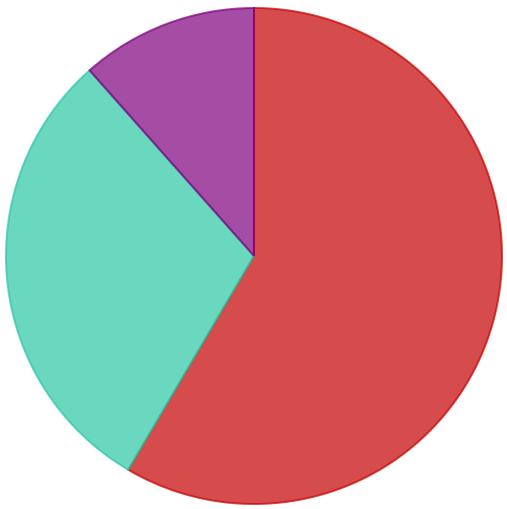
If you do not have flood insurance, which of the following best describes you…



Answers	Count	Percentage
My property is outside the floodplain.	25	18.38%
Flood insurance is too expensive.	18	13.24%
I feel there is no real threat to my property.	12	8.82%
I rent my home.	8	5.88%

Answered: 63 Skipped: 73

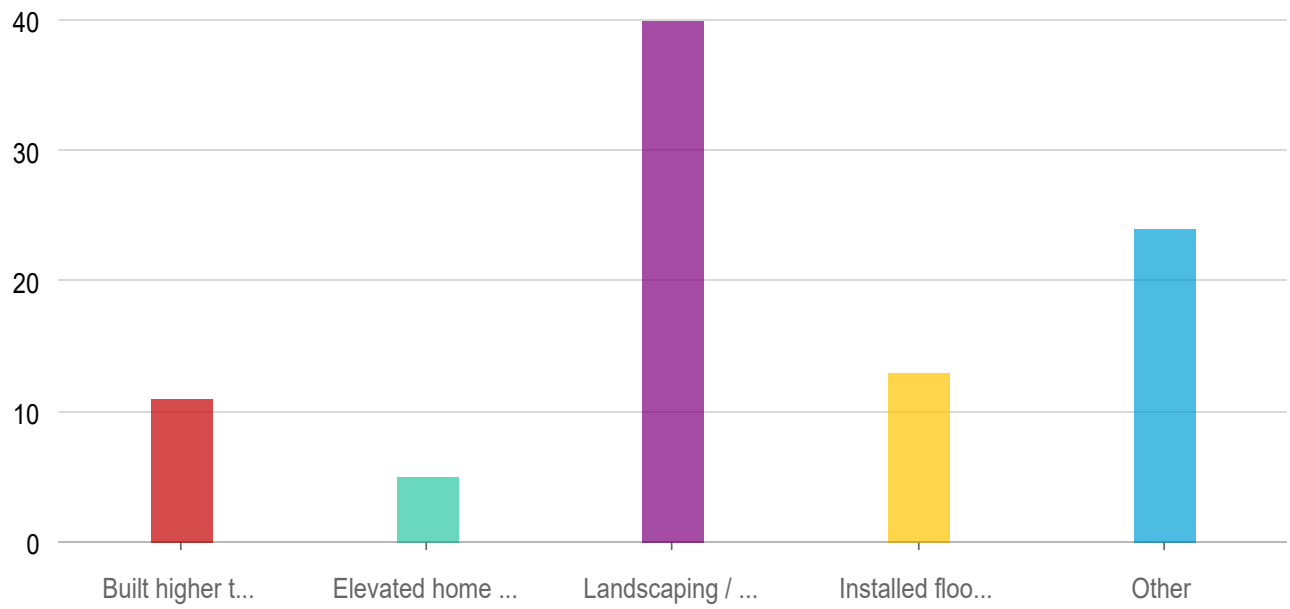
Have any flood mitigation efforts been implemented to your property?



Answers	Count	Percentage
No, flood mitigation efforts have not been implemented on my property.	76	55.88%
Yes, flood mitigation efforts have been implemented on my property.	39	28.68%
Unsure	15	11.03%

Answered: 130 Skipped: 6

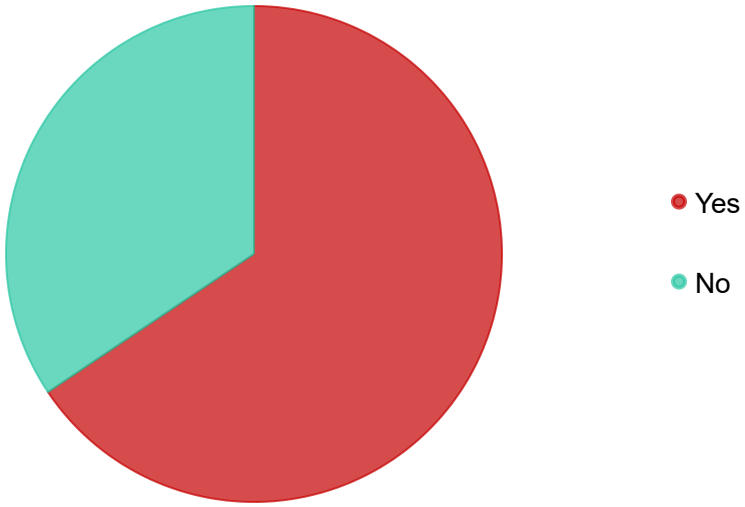
Which type of mitigation efforts have been conducted on your property?



Answers	Count	Percentage
Built higher than 100 year floodplain	11	8.09%
Elevated home / first floor is parking or access only	5	3.68%
Landscaping / drainage improvements	40	29.41%
Installed flood barriers	13	9.56%
Other	24	17.65%

Answered: 62 Skipped: 74

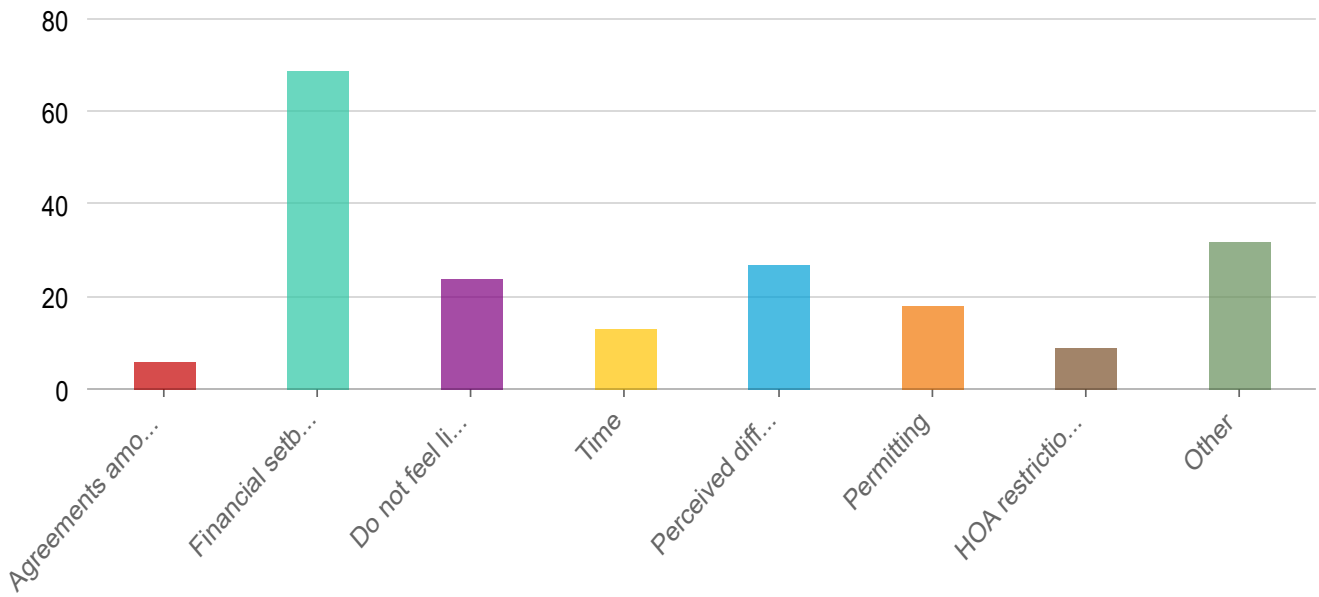
Have you considered implementing flood management strategies on your…



Answers	Count	Percentage
Yes	82	60.29%
No	43	31.62%

Answered: 125 Skipped: 11

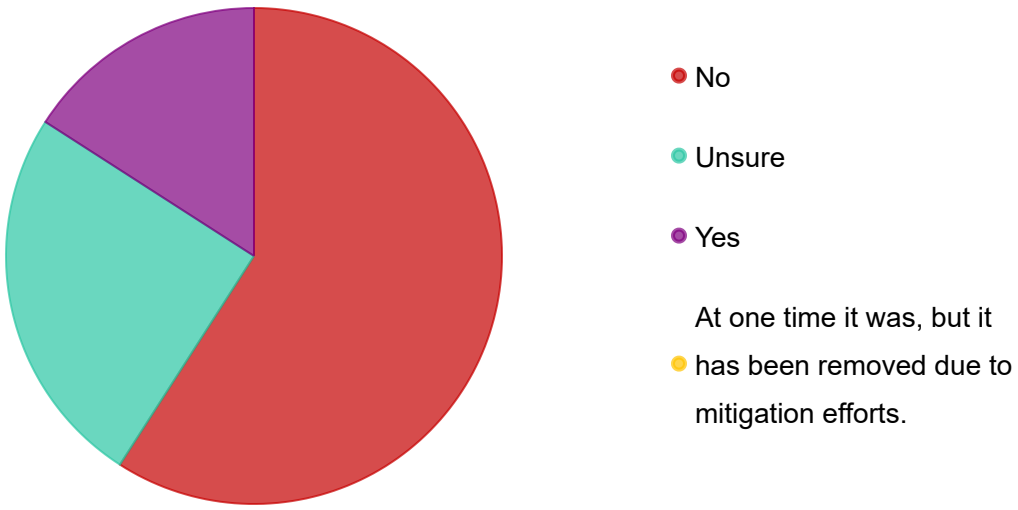
What is your biggest hold-back to implementing mitigation strategies?



Answers	Count	Percentage
Agreements among others in multi-family dwelling	6	4.41%
Financial setback	69	50.74%
Do not feel like it would make an impact	24	17.65%
Time	13	9.56%
Perceived difficulty	27	19.85%
Permitting	18	13.24%
HOA restrictions	9	6.62%
Other	32	23.53%

Answered: 116 Skipped: 20

Is your home currently classified as a repetitive loss property?

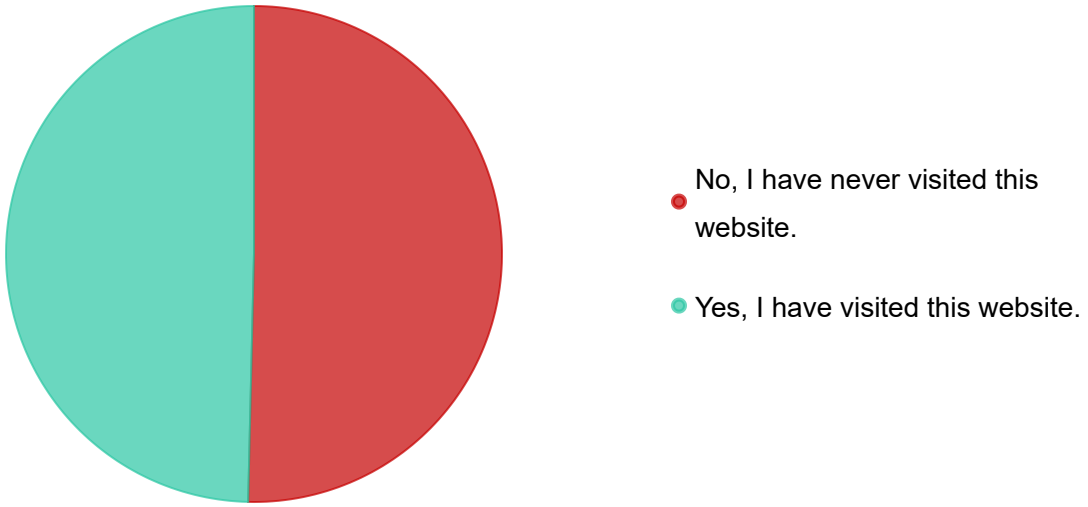


Answers	Count	Percentage
No	78	57.35%
Unsure	33	24.26%

Yes	21	15.44%
At one time it was, but it has been removed due to mitigation efforts.	0	0%

Answered: 132 Skipped: 4

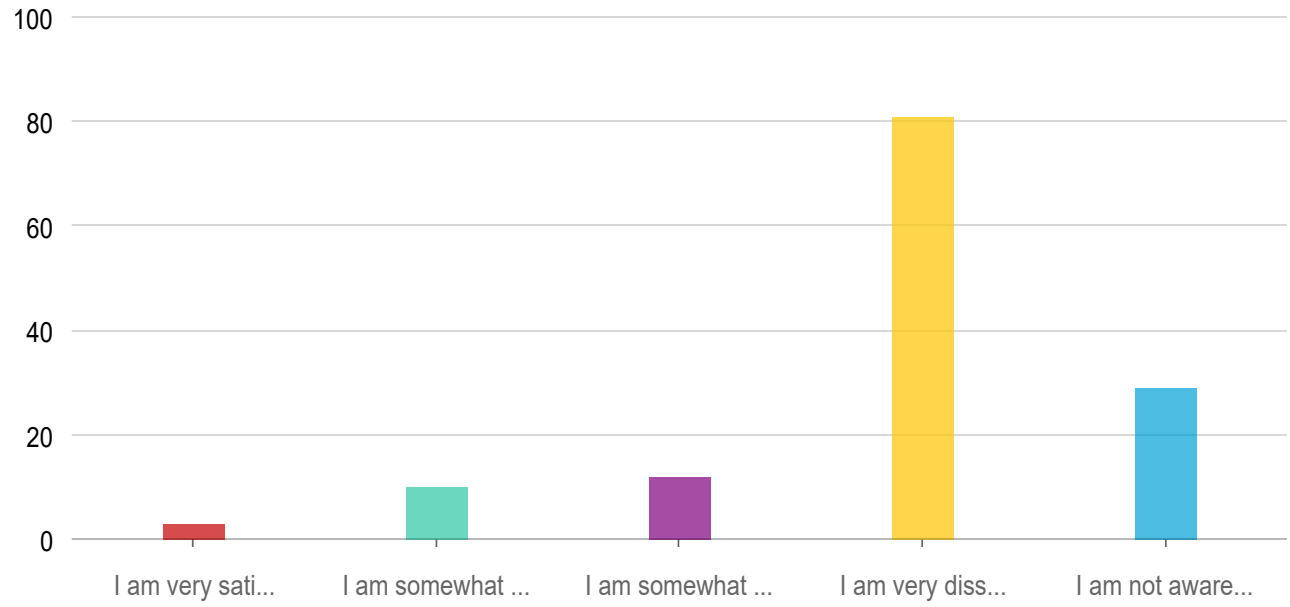
Did you know that you can view the current floodplain and other county wide…



Answers	Count	Percentage
No, I have never visited this website.	67	49.26%
Yes, I have visited this website.	66	48.53%

Answered: 133 Skipped: 3

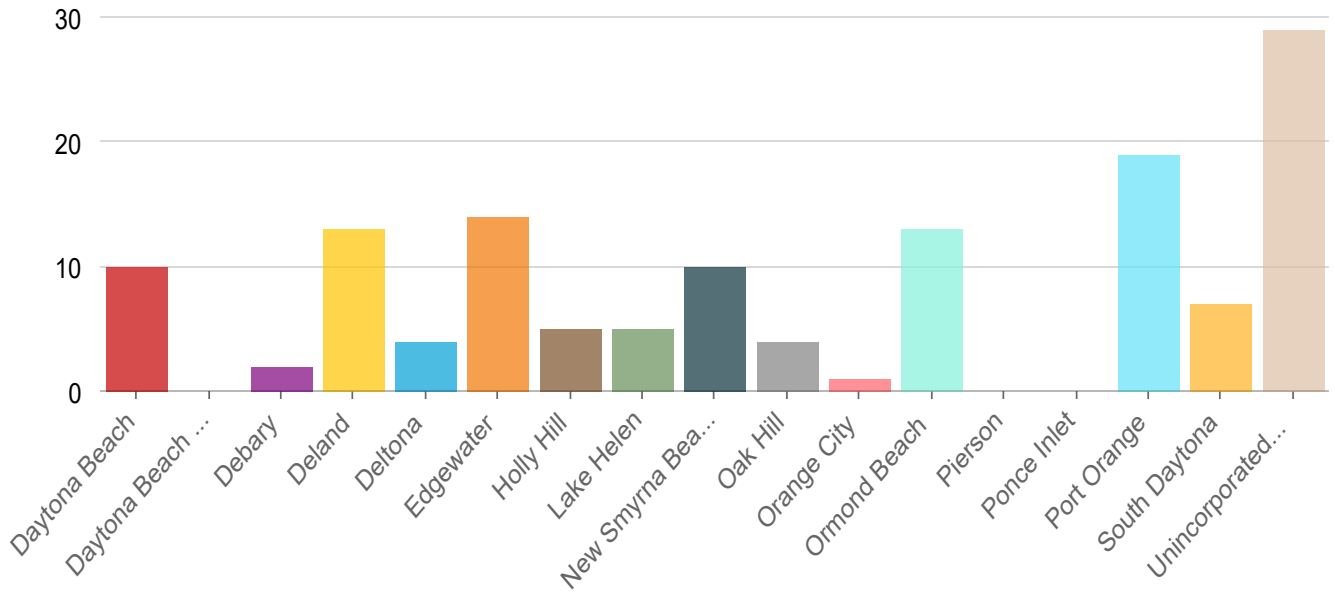
How satisfied are you with how your jurisdiction handles public involvement…



Answers	Count	Percentage
I am very satisfied	3	2.21%
I am somewhat satisfied	10	7.35%
I am somewhat dissatisfied	12	8.82%
I am very dissatisfied	81	59.56%
I am not aware of any public involvement/outreach efforts concerning flood hazards conducted by my jurisdiction	29	21.32%

Answered: 135 Skipped: 1

Your property is located in which jurisdiction?



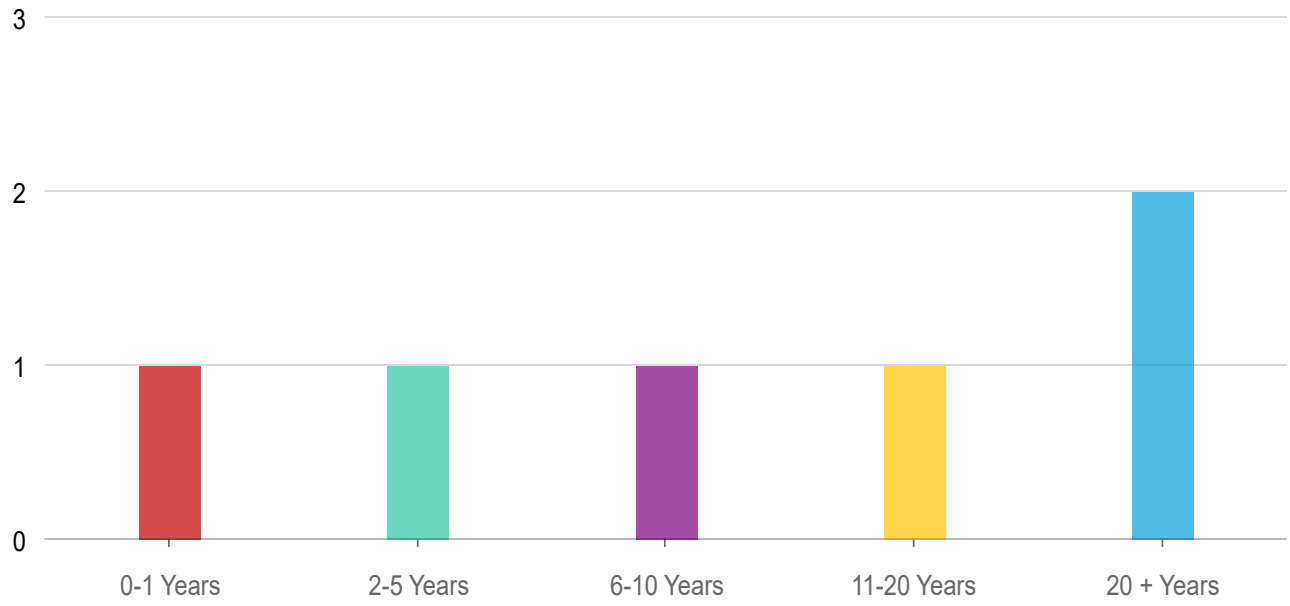
Answers	Count	Percentage
Daytona Beach	10	7.35%
Daytona Beach Shores	0	0%
Debary	2	1.47%
Deland	13	9.56%
Deltona	4	2.94%
Edgewater	14	10.29%
Holly Hill	5	3.68%
Lake Helen	5	3.68%
New Smyrna Beach	10	7.35%
Oak Hill	4	2.94%
Orange City	1	0.74%
Ormond Beach	13	9.56%
Pierson	0	0%
Ponce Inlet	0	0%

Port Orange	19	13.97%
South Daytona	7	5.15%
Unincorporated Volusia County	29	21.32%

Answered: 136 Skipped: 0

Local Business Survey for Volusia County Business Owners

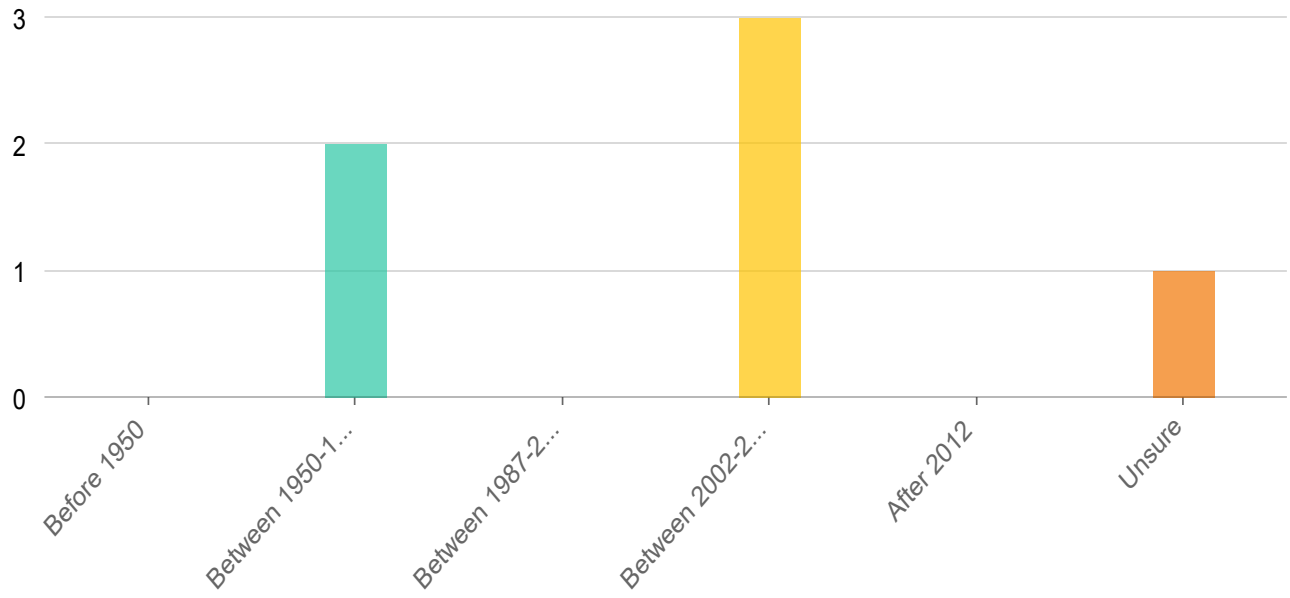
How long have you been in business at your current location?



Answers	Count	Percentage
0-1 Years	1	16.67%
2-5 Years	1	16.67%
6-10 Years	1	16.67%
11-20 Years	1	16.67%
20 + Years	2	33.33%

Answered: 6 Skipped: 0

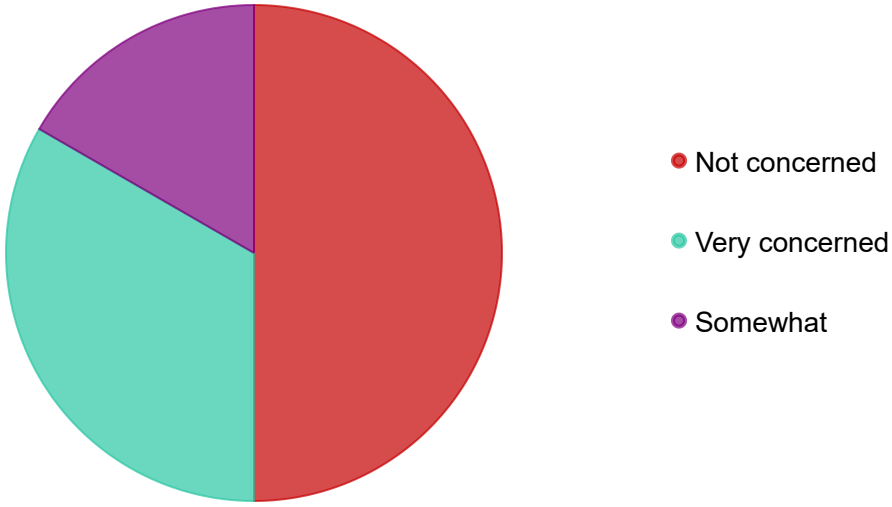
In what year was your building constructed?



Answers	Count	Percentage
Before 1950	0	0%
Between 1950-1986	2	33.33%
Between 1987-2001	0	0%
Between 2002-2012	3	50%
After 2012	0	0%
Unsure	1	16.67%

Answered: 6 Skipped: 0

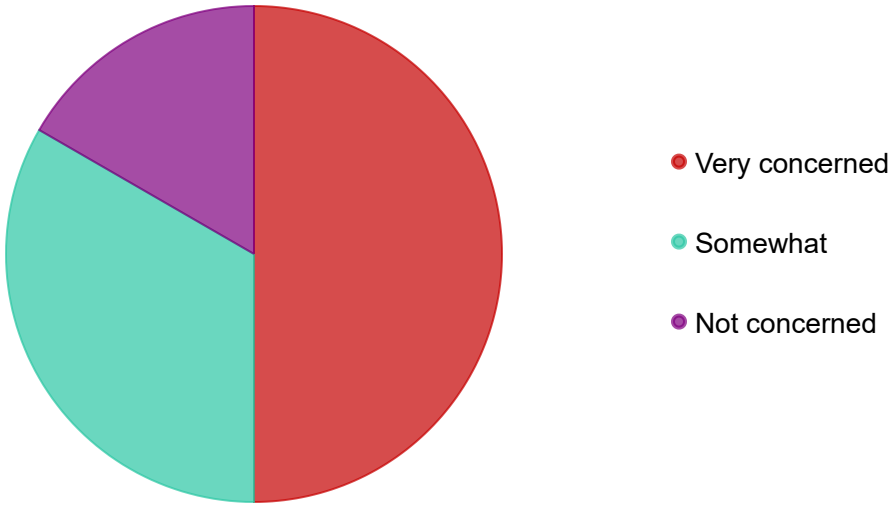
How concerned are you about the possibility of your business being flooded?



Answers	Count	Percentage
Not concerned	3	50%
Very concerned	2	33.33%
Somewhat	1	16.67%

Answered: 6 Skipped: 0

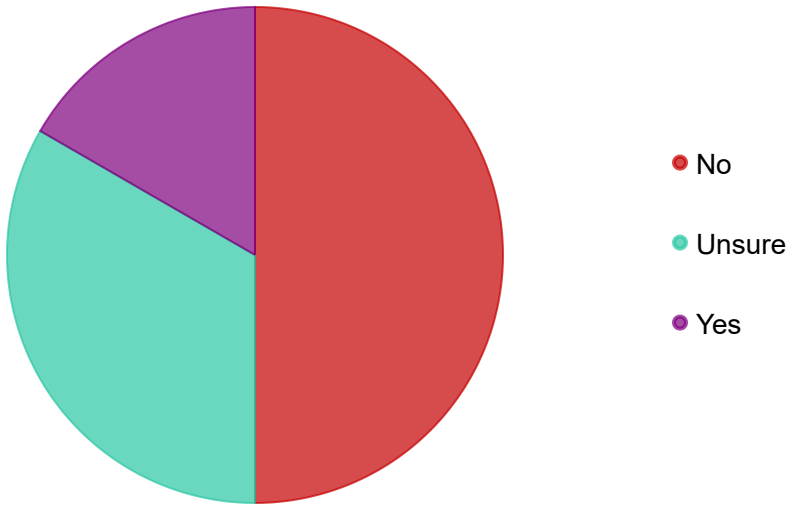
How concerned are you about the possibility of the streets accessing your…



Answers	Count	Percentage
Very concerned	3	50%
Somewhat	2	33.33%
Not concerned	1	16.67%

Answered: 6 Skipped: 0

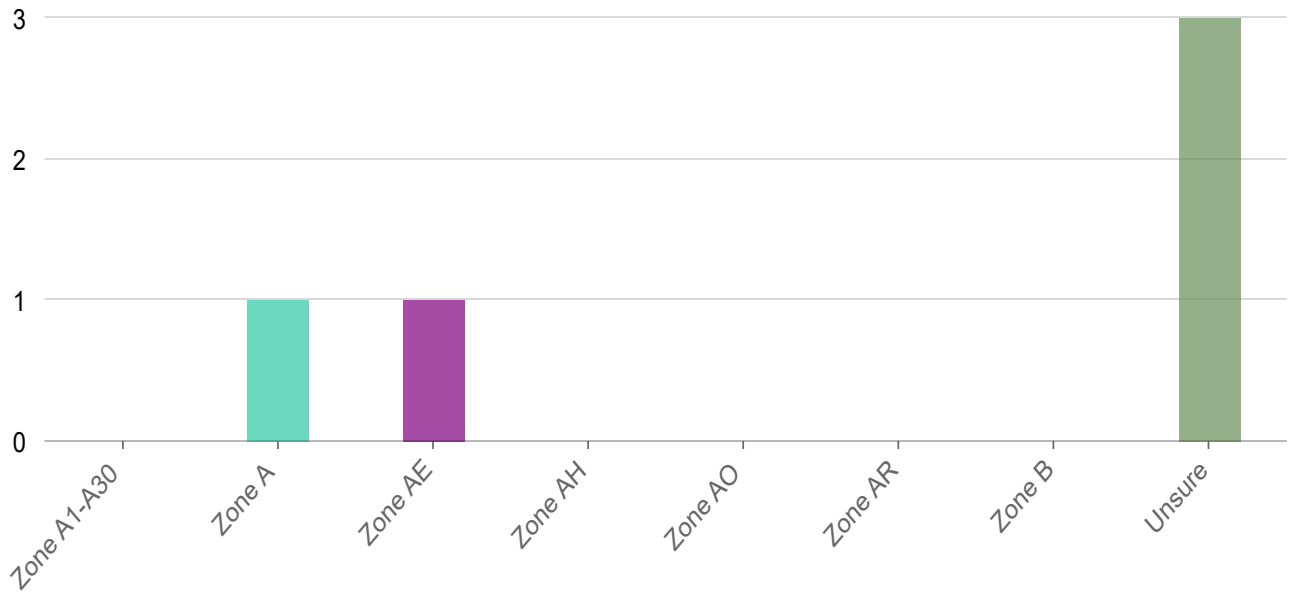
Is your business located within a designated flood hazard zone (floodplain)?



Answers	Count	Percentage
No	3	50%
Unsure	2	33.33%
Yes	1	16.67%

Answered: 6 Skipped: 0

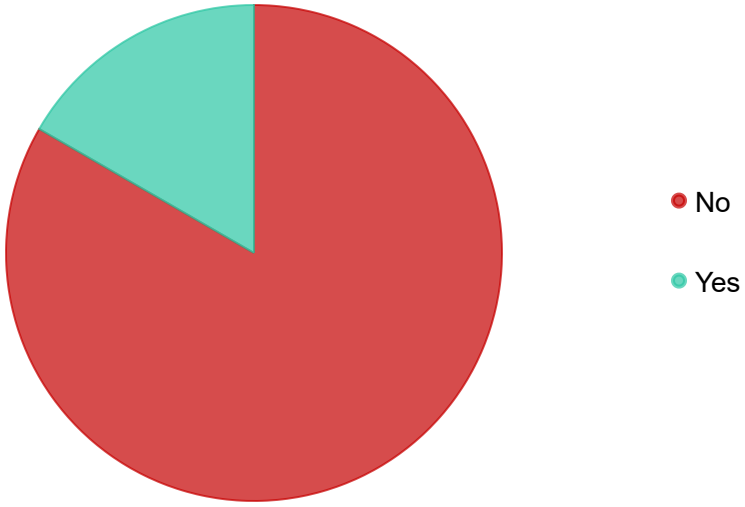
Which zone is your property located in?



Answers	Count	Percentage
Zone A1-A30	0	0%
Zone A	1	16.67%
Zone AE	1	16.67%
Zone AH	0	0%
Zone AO	0	0%
Zone AR	0	0%
Zone B	0	0%
Unsure	3	50%

Answered: 5 Skipped: 1

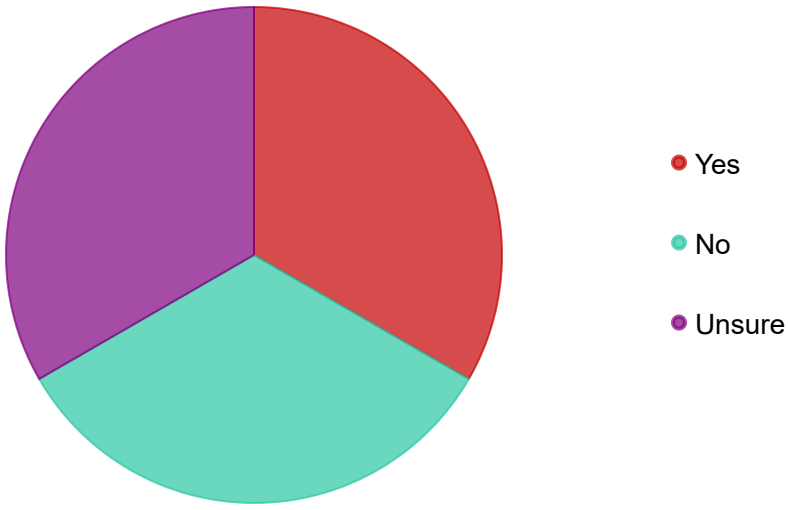
Was being located in a flood zone a concern in locating your business at its…



Answers	Count	Percentage
No	5	83.33%
Yes	1	16.67%

Answered: 6 Skipped: 0

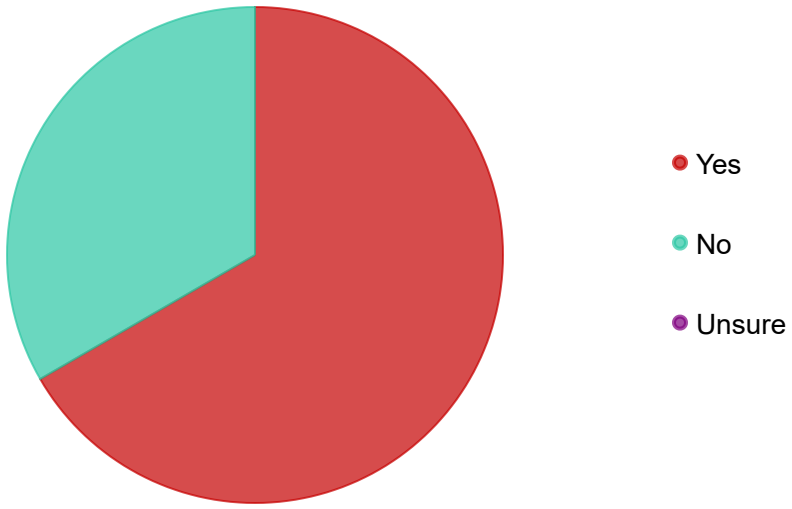
Has your place of business ever flooded due to natural/environmental causes?



Answers	Count	Percentage
Yes	2	33.33%
No	2	33.33%
Unsure	2	33.33%

Answered: 6 Skipped: 0

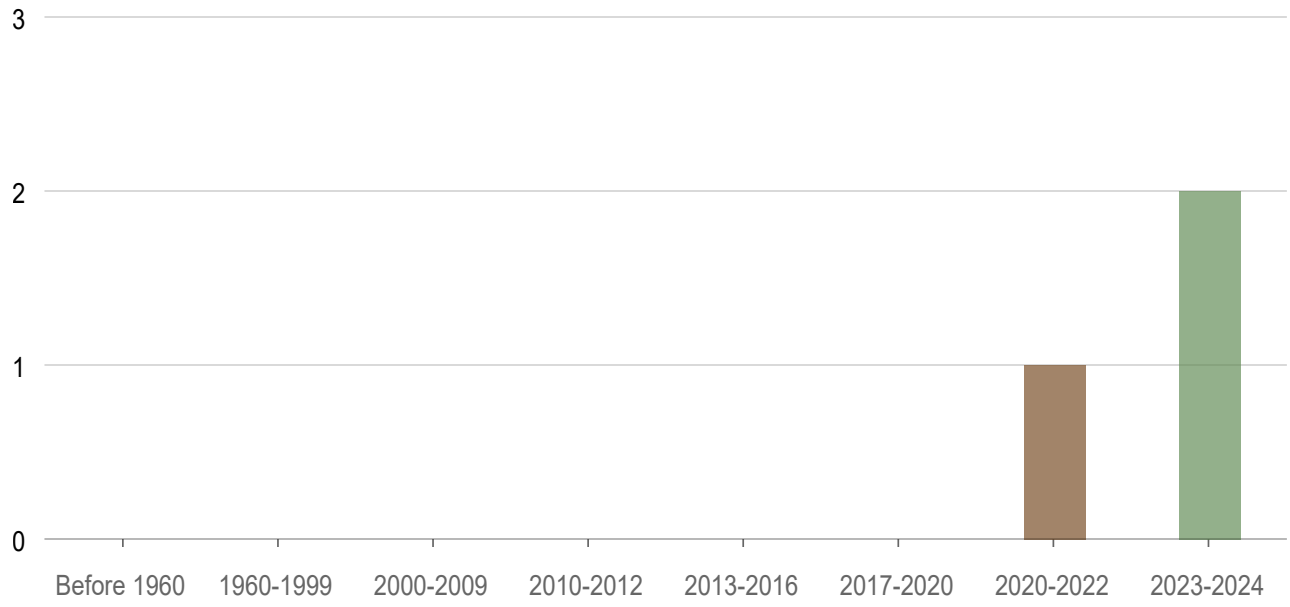
Have you seen an increase in the frequency or duration of flood events?



Answers	Count	Percentage
Yes	4	66.67%
No	2	33.33%
Unsure	0	0%

Answered: 6 Skipped: 0

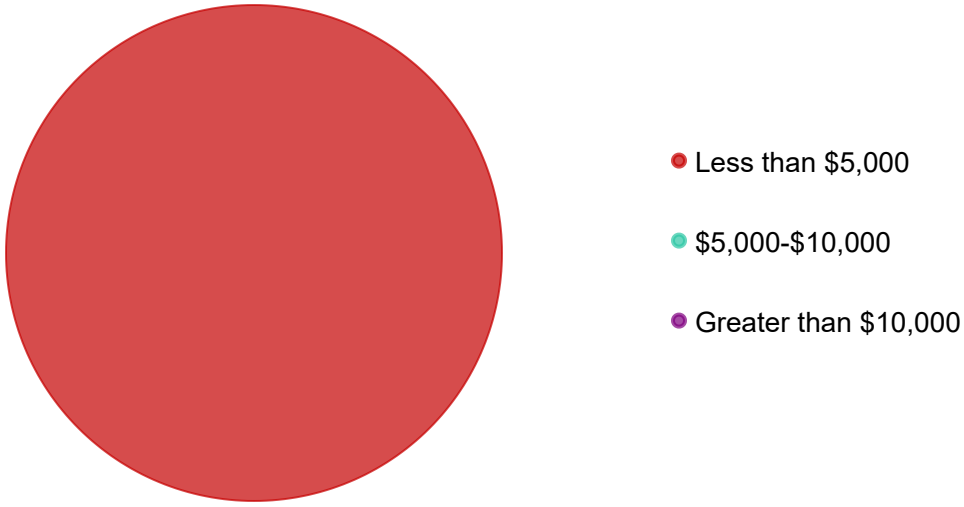
To the best of your knowledge, during which period has your place of business flood?



Answers	Count	Percentage
Before 1960	0	0%
1960-1999	0	0%
2000-2009	0	0%
2010-2012	0	0%
2013-2016	0	0%
2017-2020	0	0%
2020-2022	1	16.67%
2023-2024	2	33.33%

Answered: 2 Skipped: 4

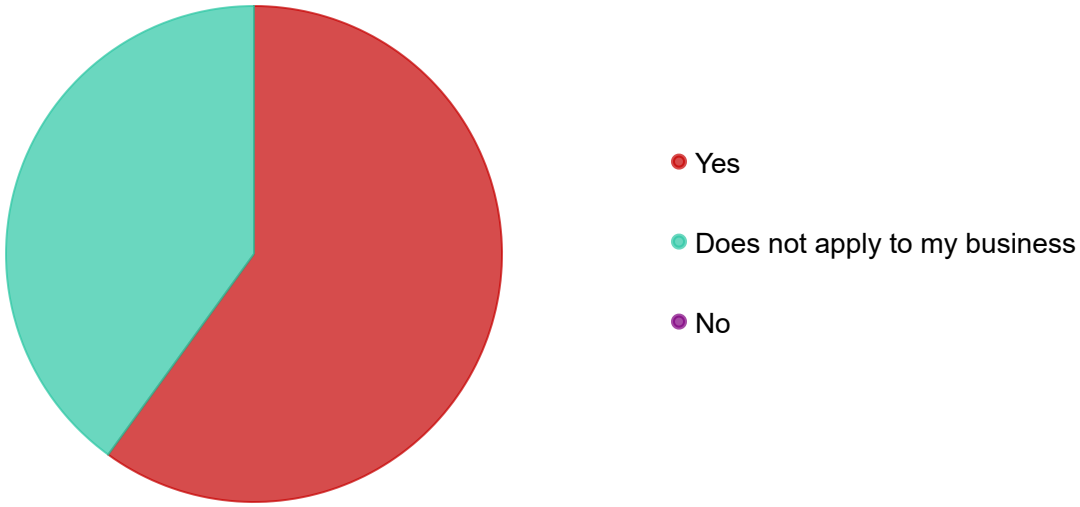
What was the approximate dollar value of all damages and losses to your…



Answers	Count	Percentage
Less than $5,000	4	66.67%
$5,000-$10,000	0	0%
Greater than $10,000	0	0%

Answered: 4 Skipped: 2

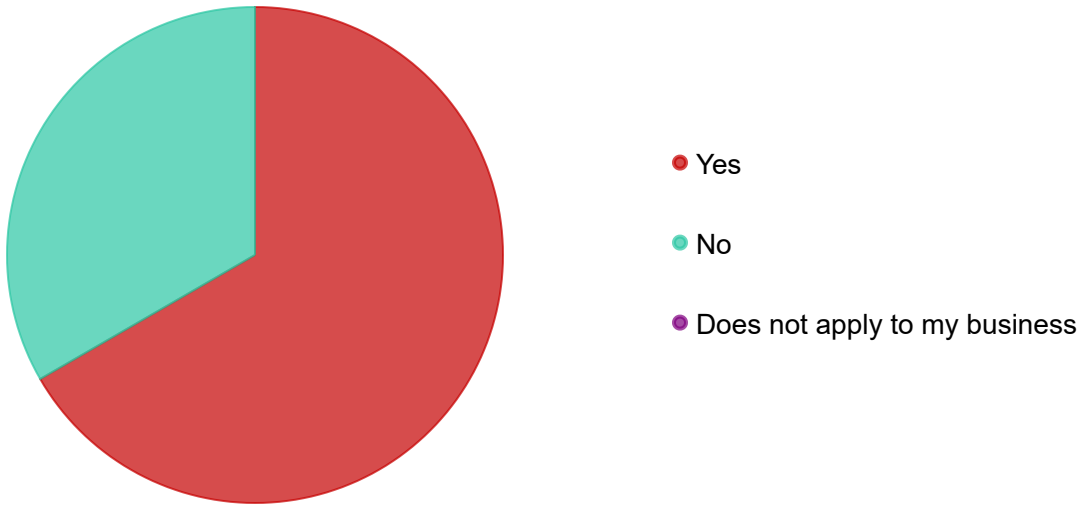
Did your business have flood insurance during time of flood events?



Answers	Count	Percentage
Yes	3	50%
Does not apply to my business	2	33.33%
No	0	0%

Answered: 5 Skipped: 1

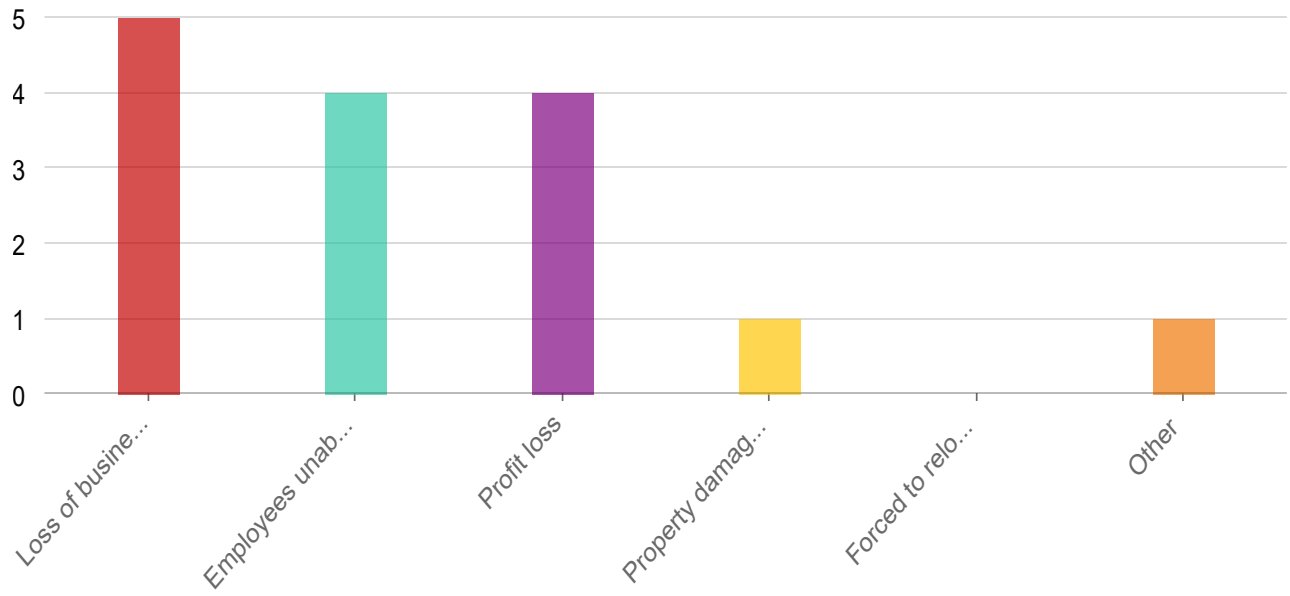
Has roadway flooding ever impacted access to your business?



Answers	Count	Percentage
Yes	4	66.67%
No	2	33.33%
Does not apply to my business	0	0%

Answered: 6 Skipped: 0

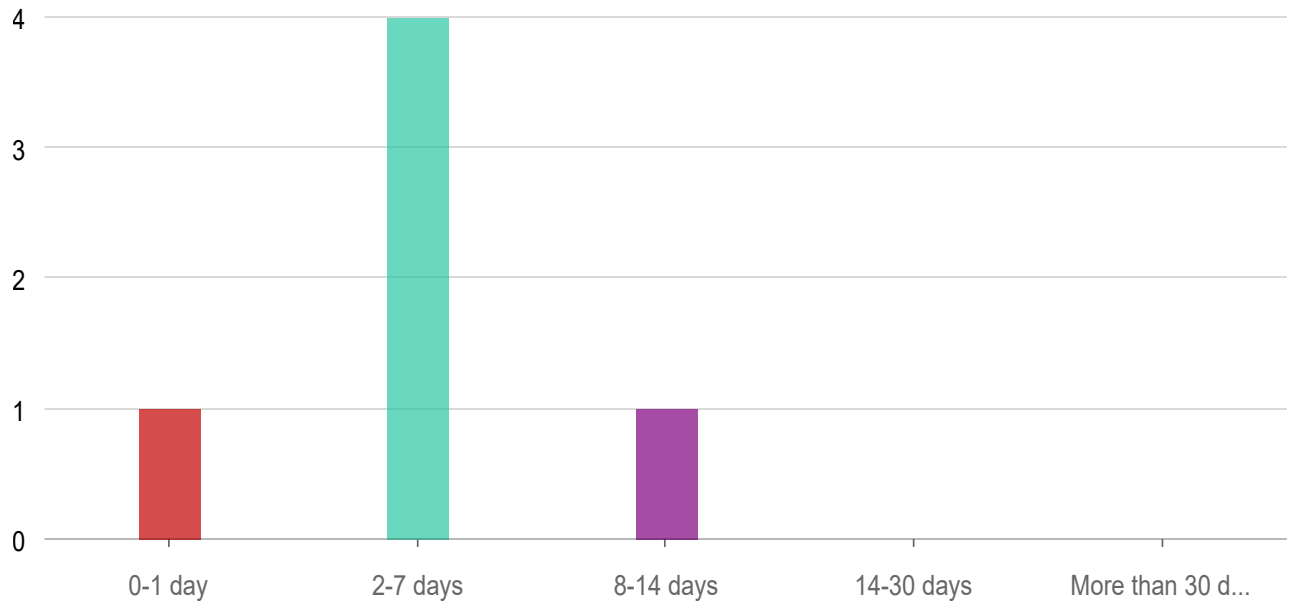
Describe, if any, the economic effect local flooding has on your business?



Answers	Count	Percentage
Loss of business days	5	83.33%
Employees unable to work	4	66.67%
Profit loss	4	66.67%
Property damage	1	16.67%
Forced to relocate	0	0%
Other	1	16.67%

Answered: 6 Skipped: 0

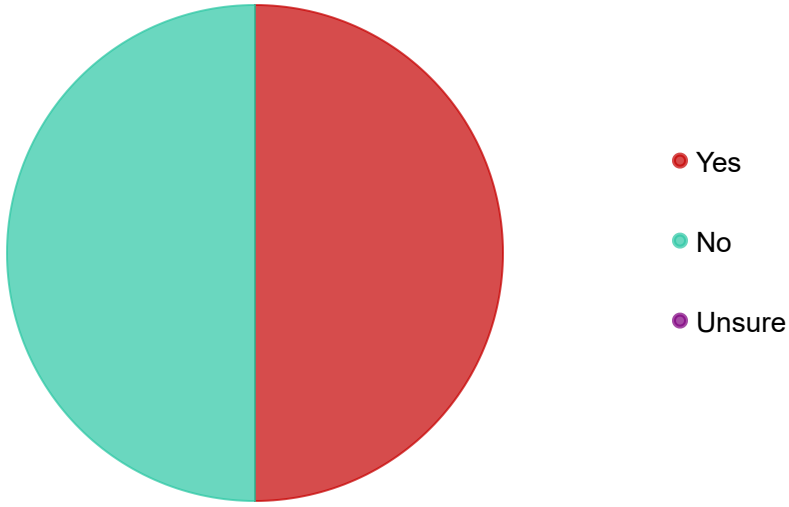
Approximately how many days in the past five years (2019-2024) has your…



Answers	Count	Percentage
0-1 day	1	16.67%
2-7 days	4	66.67%
8-14 days	1	16.67%
14-30 days	0	0%
More than 30 days in the past five years	0	0%

Answered: 6 Skipped: 0

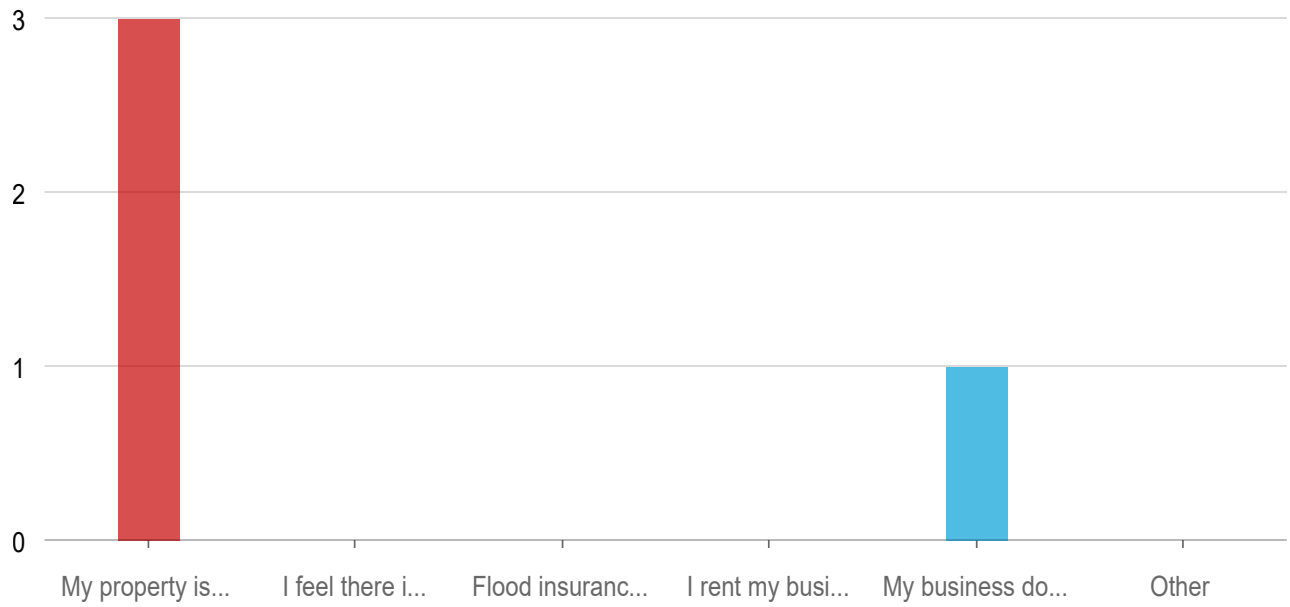
Does your business currently have flood insurance?



Answers	Count	Percentage
Yes	3	50%
No	3	50%
Unsure	0	0%

Answered: 6 Skipped: 0

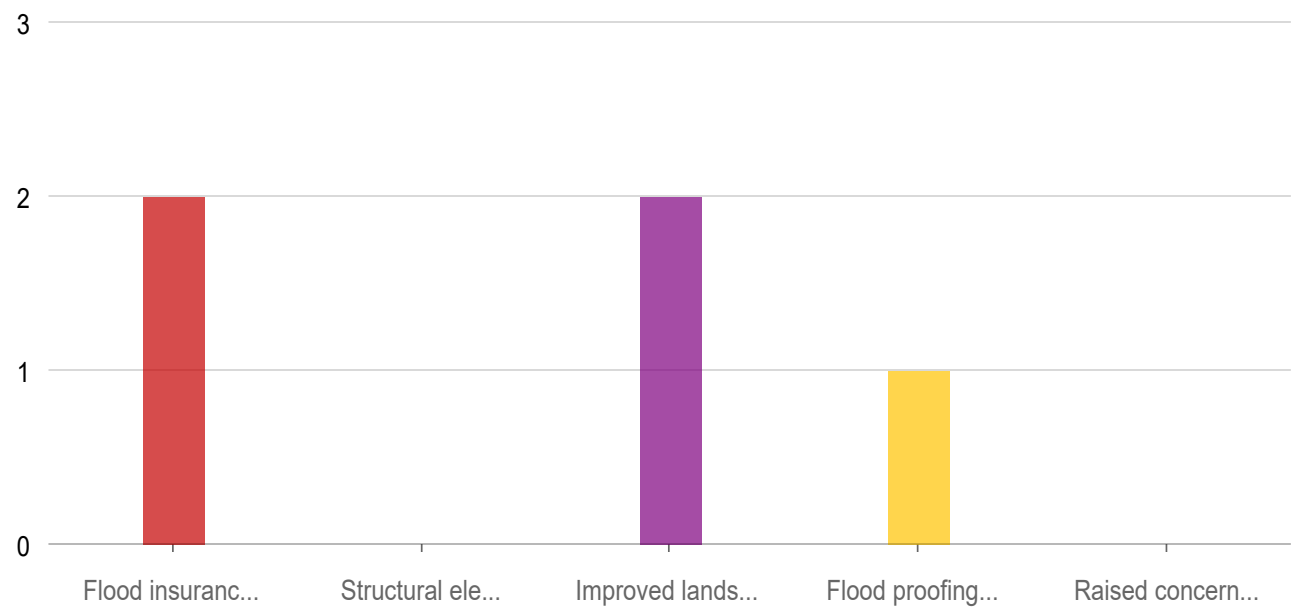
Which statement best describes why you do not have flood insurance?



Answers	Count	Percentage
My property is outside a flood zone	3	50%
I feel there is no real threat	0	0%
Flood insurance is not cost effective	0	0%
I rent my business	0	0%
My business does need flood insurance to operate	1	16.67%
Other	0	0%

Answered: 4 Skipped: 2

If flood mitigation efforts have been implemented on your property, please check all that…

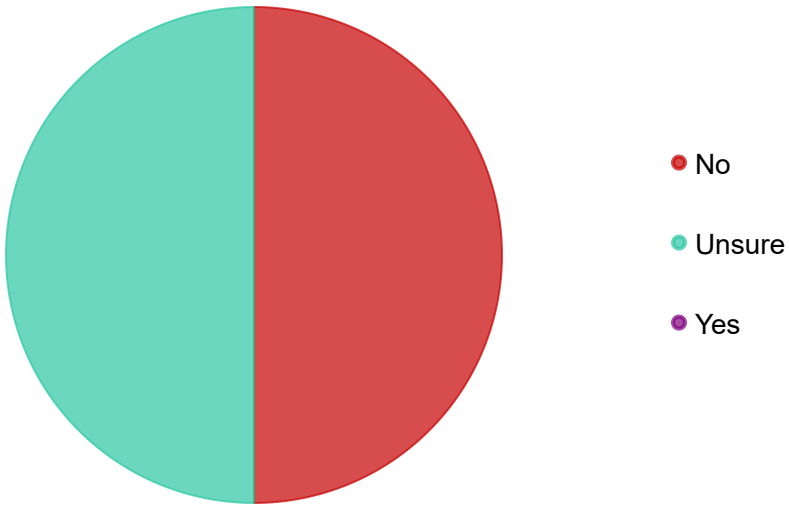


Answers	Count	Percentage
Flood insurance	2	33.33%
Structural elevation	0	0%
Improved landscaping to filter / capture water	2	33.33%
Flood proofing building prior to predicated flood events (sealing, sand bagging, etc.)	1	16.67%

Raised concerns to local business organizations or elected officials	0	0%

Answered: 3 Skipped: 3

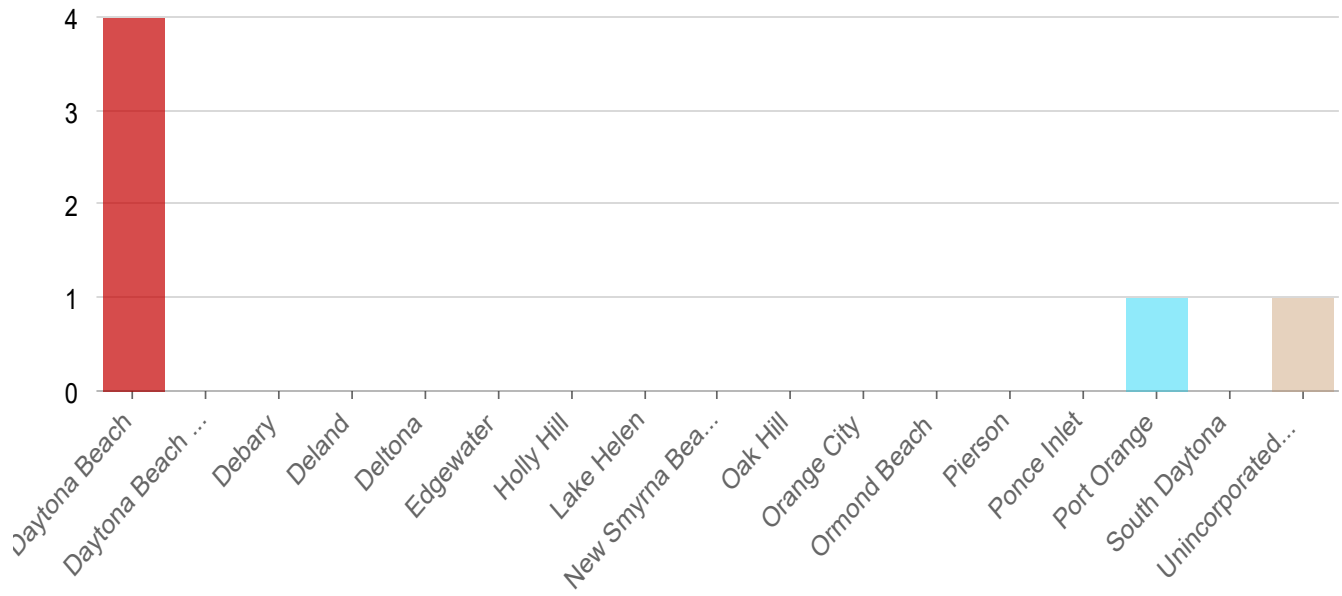
Is your property classified as a repetitive flood loss property?



Answers	Count	Percentage
No	3	50%
Unsure	3	50%
Yes	0	0%

Answered: 6 Skipped: 0

Your property is located in which jurisdiction?

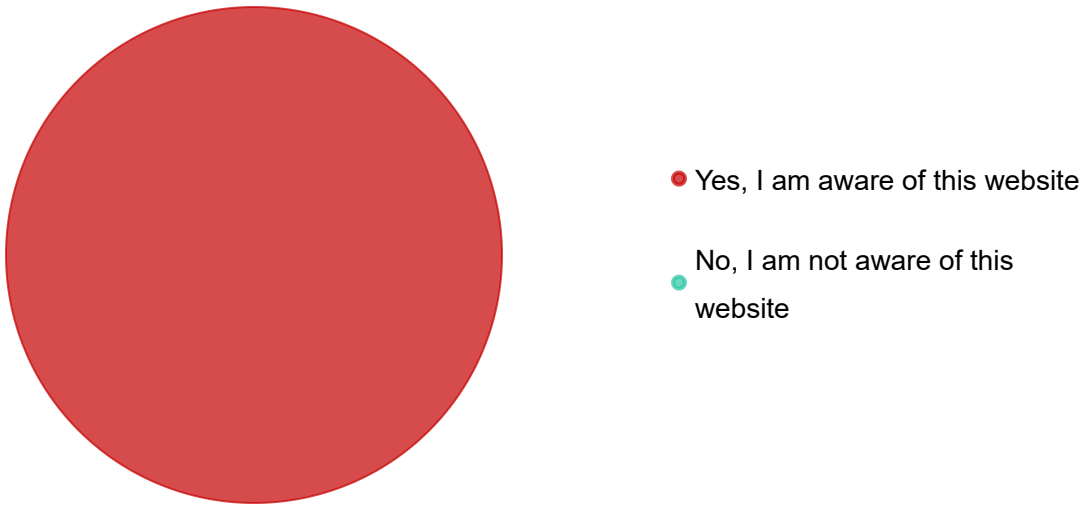


Answers	Count	Percentage
Daytona Beach	4	66.67%
Daytona Beach Shores	0	0%
Debary	0	0%
Deland	0	0%
Deltona	0	0%
Edgewater	0	0%
Holly Hill	0	0%
Lake Helen	0	0%
New Smyrna Beach	0	0%
Oak Hill	0	0%
Orange City	0	0%
Ormond Beach	0	0%
Pierson	0	0%
Ponce Inlet	0	0%

Port Orange	1	16.67%
South Daytona	0	0%
Unincorporated	1	16.67%

Answered: 6 Skipped: 0

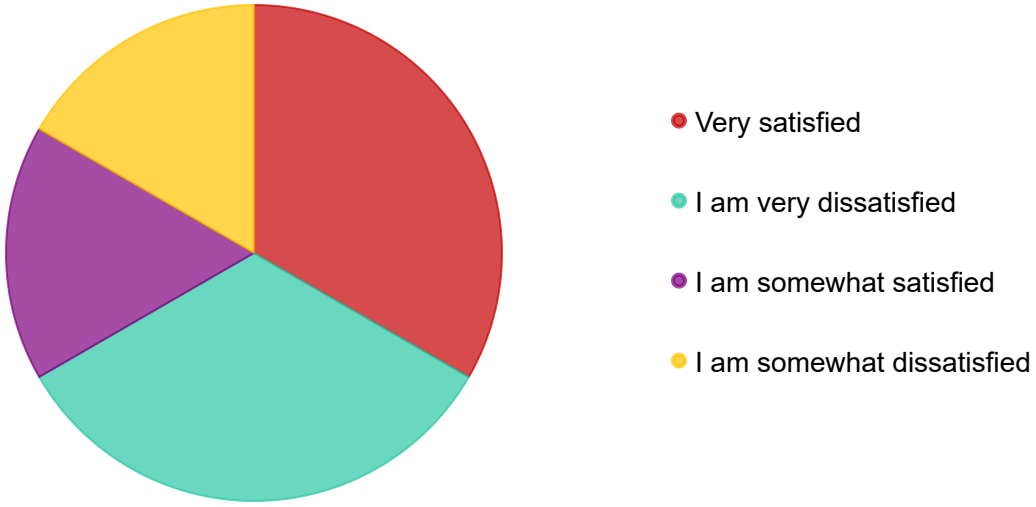
Did you know that you can view the current flood plain and other County-wid…



Answers	Count	Percentage
Yes, I am aware of this website	6	100%
No, I am not aware of this website	0	0%

Answered: 6 Skipped: 0

How satisfied are you with how your jurisdiction handles outreach concernin…

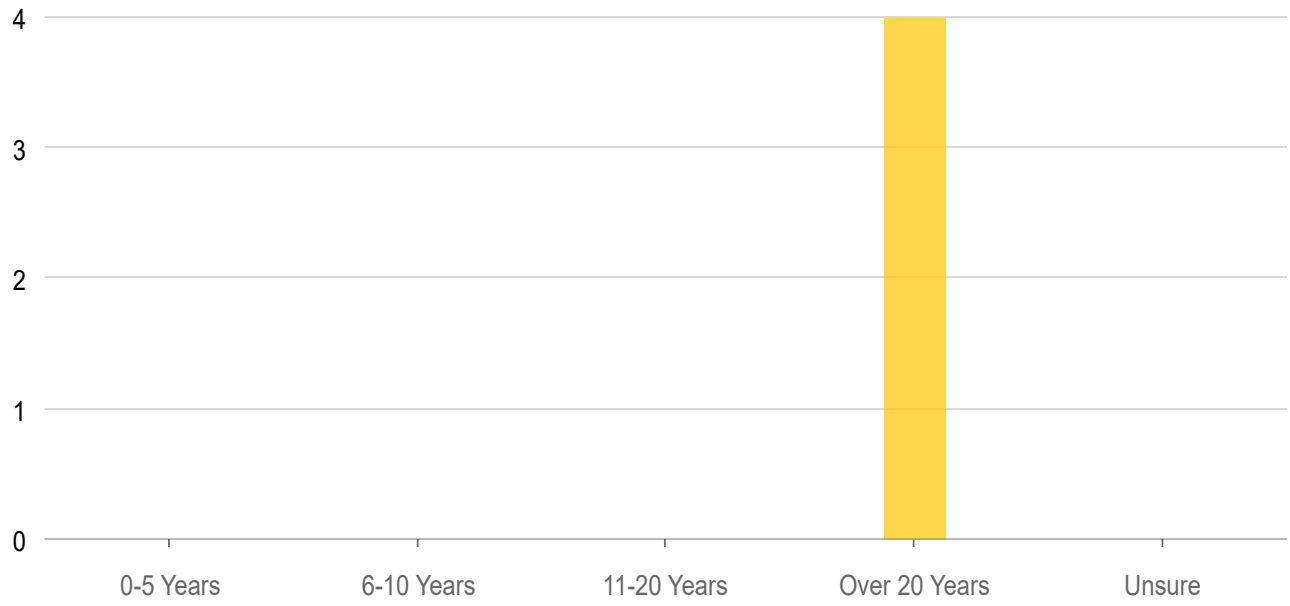


Answers	Count	Percentage
Very satisfied	2	33.33%
I am very dissatisfied	2	33.33%
I am somewhat satisfied	1	16.67%
I am somewhat dissatisfied	1	16.67%

Answered: 6 Skipped: 0

Neighborhood Association Survey for Volusia Residents

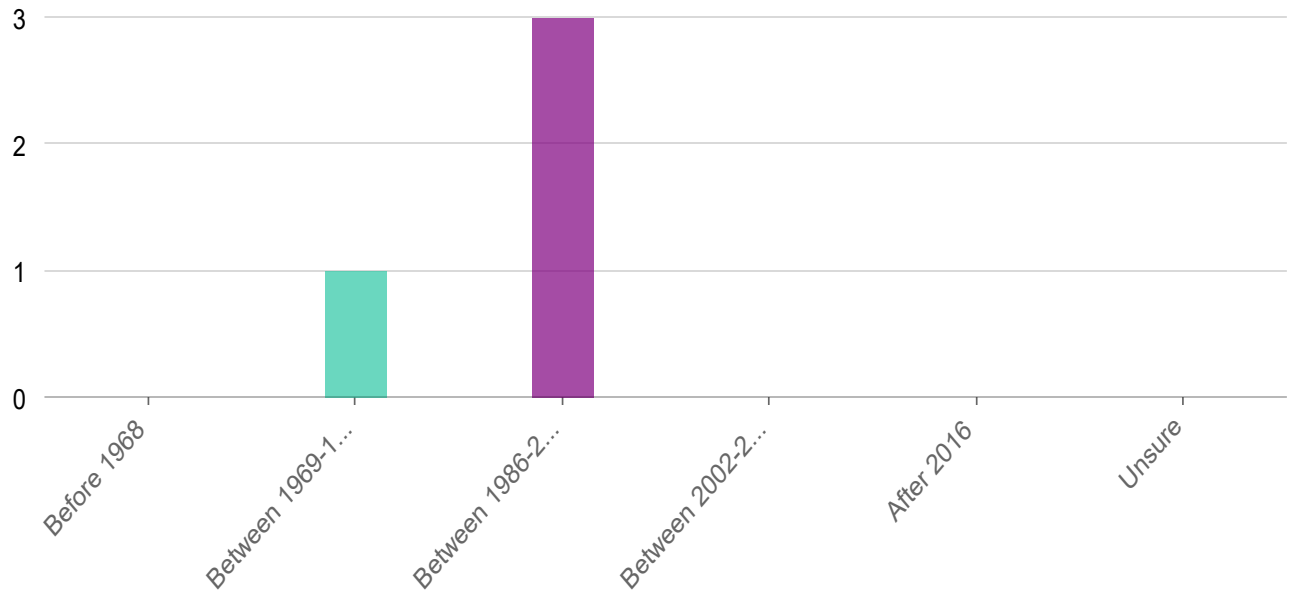
How long has your neighborhood association been active?



Answers	Count	Percentage
0-5 Years	0	0%
6-10 Years	0	0%
11-20 Years	0	0%
Over 20 Years	4	100%
Unsure	0	0%

Answered: 4 Skipped: 0

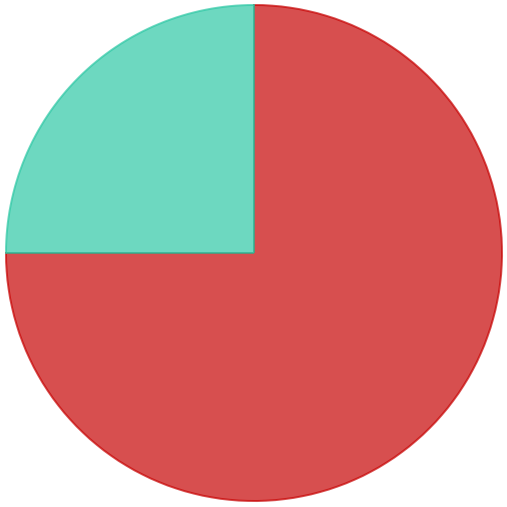
In what year were most of the homes in your coverage area built?



Answers	Count	Percentage
Before 1968	0	0%
Between 1969-1987	1	25%
Between 1986-2001	3	75%
Between 2002-2015	0	0%
After 2016	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

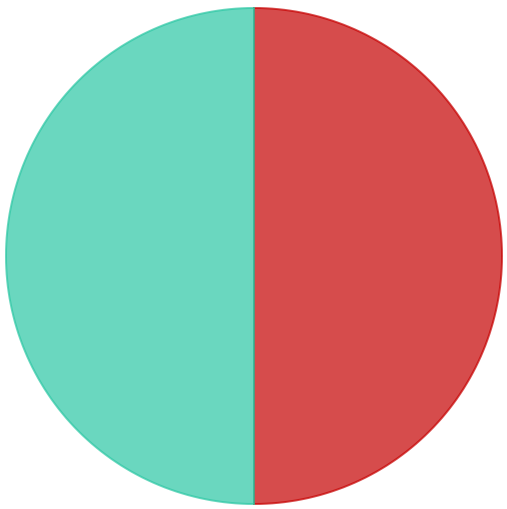
Is flooding a concern for property owners in your association?



Answers	Count	Percentage
Yes, property owners are very concerned about flooding	3	75%
Yes, property owners are somewhat concerned about flooding	1	25%
No, property owners are not concerned about flooding	0	0%
Not applicable	0	0%

Answered: 4 Skipped: 0

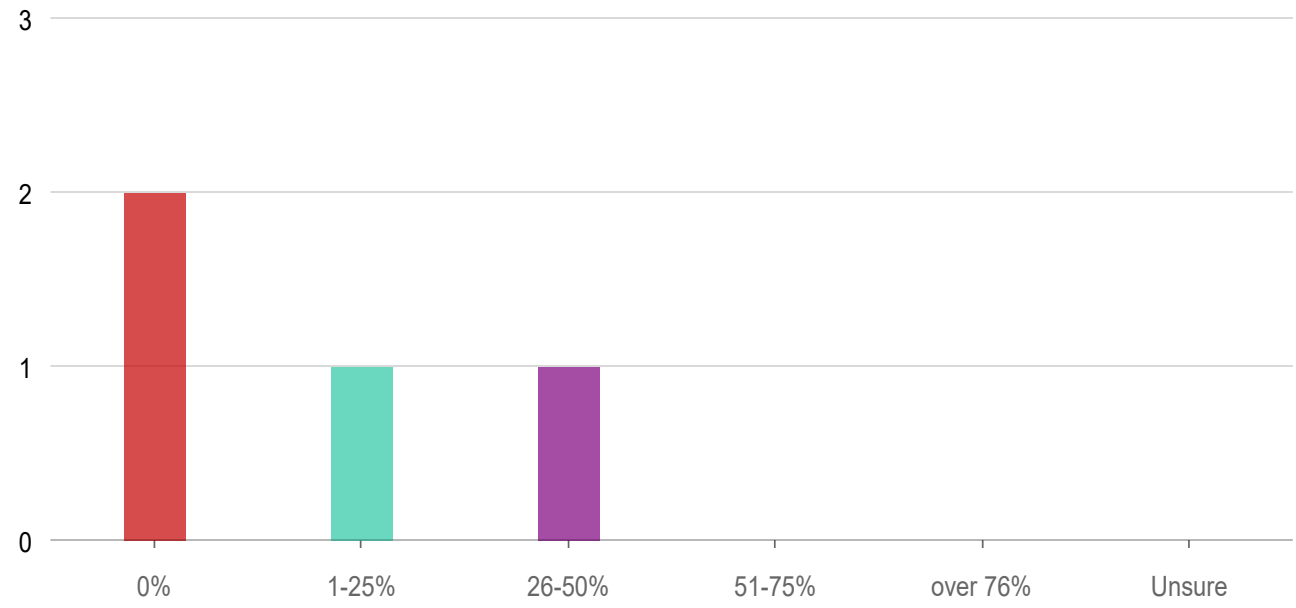
Is your HOA neighborhood located in the floodplain?



Answers	Count	Percentage
Yes, portions of our neighborhood are located in the floodplain	2	50%
No portion of our neighborhood is located in the floodplain	2	50%
Yes, our entire neighborhood is located in the floodplain	0	0%
Unknown	0	0%

Answered: 4 Skipped: 0

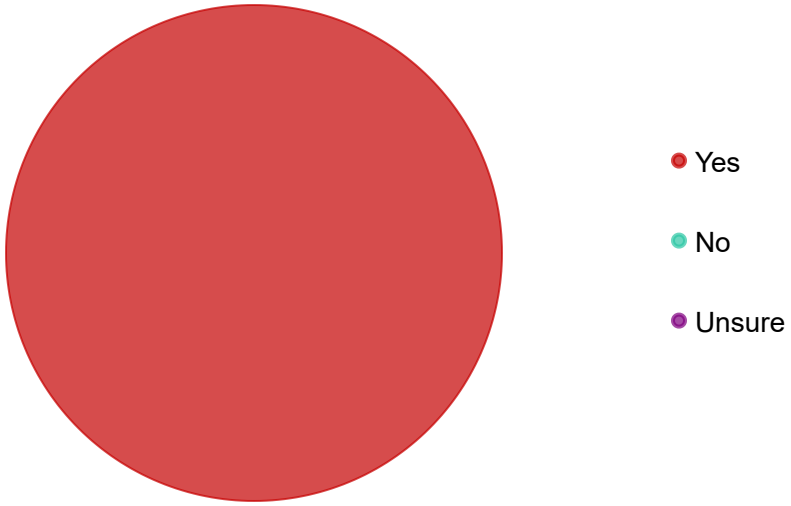
Approximately what percentage of the homes within your association are…



Answers	Count	Percentage
0%	2	50%
1-25%	1	25%
26-50%	1	25%
51-75%	0	0%
over 76%	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

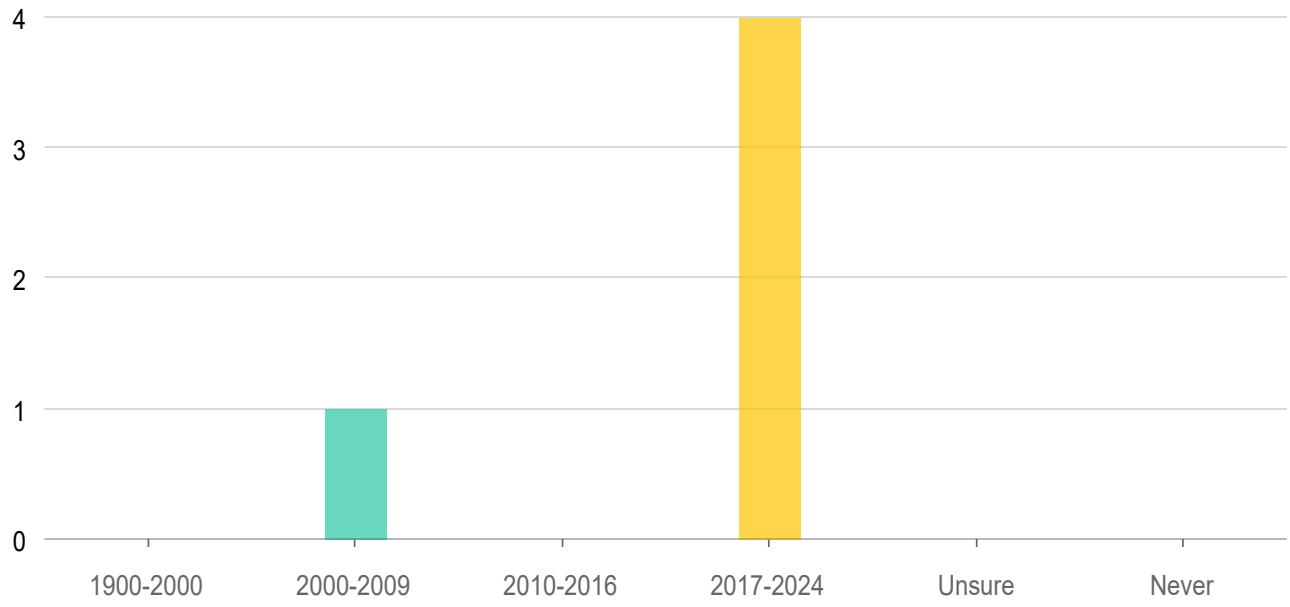
Have homes in your association ever flooded due to natural environmental…



Answers	Count	Percentage
Yes	4	100%
No	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

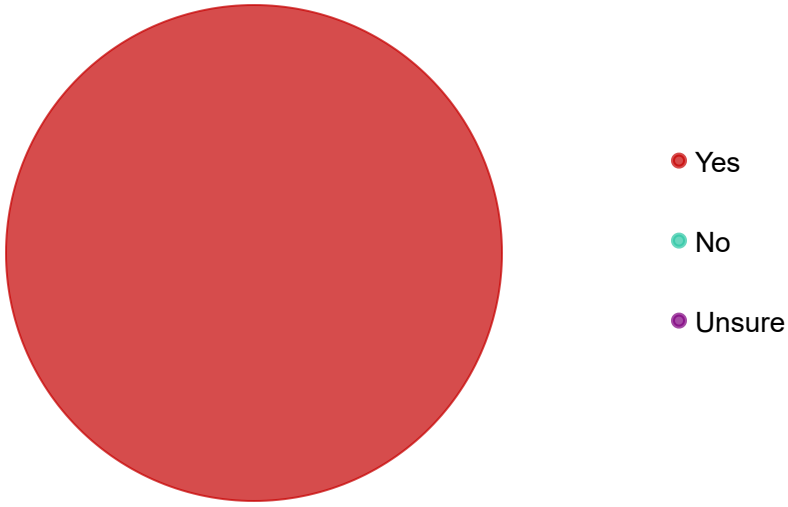
To the best of your knowledge, during which time period did flood occur in your…



Answers	Count	Percentage
1900-2000	0	0%
2000-2009	1	25%
2010-2016	0	0%
2017-2024	4	100%
Unsure	0	0%
Never	0	0%

Answered: 4 Skipped: 0

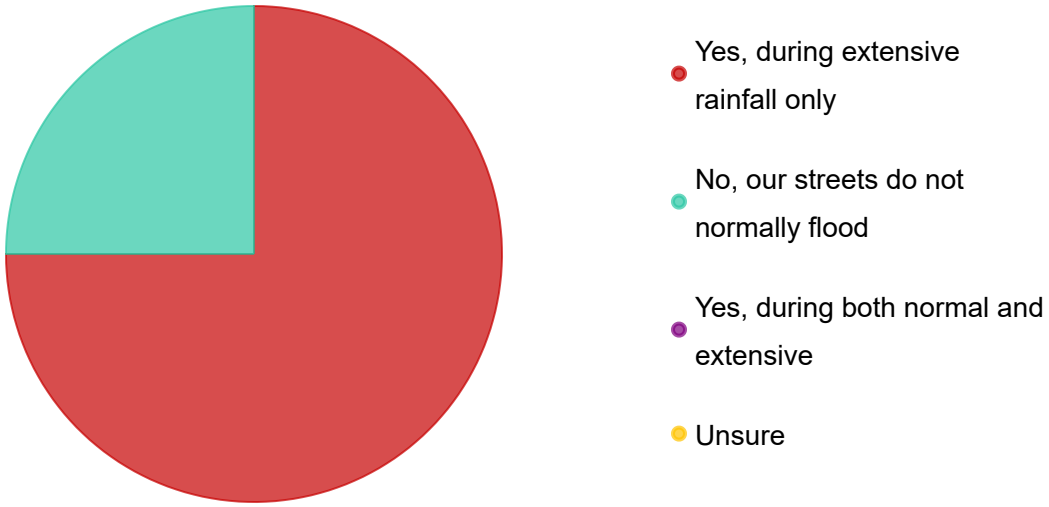
Have you noticed an increase in frequency and duration of home flood events?



Answers	Count	Percentage
Yes	4	100%
No	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

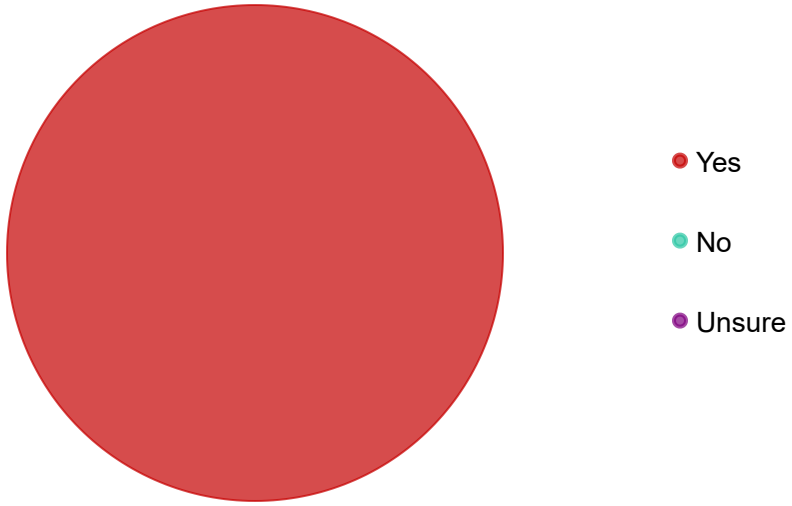
Do the roadways in your neighborhood experience major flooding during…



Answers	Count	Percentage
Yes, during extensive rainfall only	3	75%
No, our streets do not normally flood	1	25%
Yes, during both normal and extensive	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

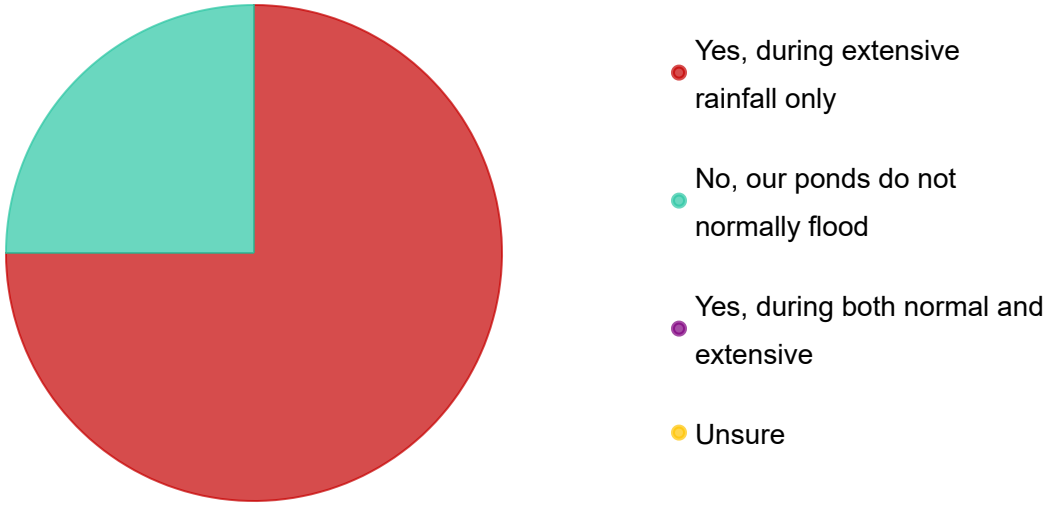
Have you noticed an increase in frequency and duration of roadway flood…



Answers	Count	Percentage
Yes	4	100%
No	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

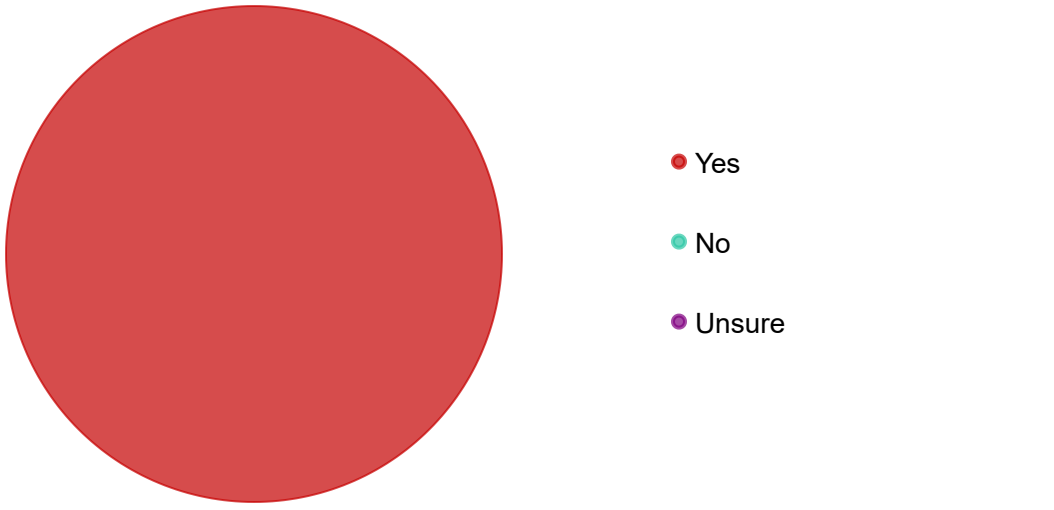
Do retention ponds in your neighborhood flood during normal or extensive…



Answers	Count	Percentage
Yes, during extensive rainfall only	3	75%
No, our ponds do not normally flood	1	25%
Yes, during both normal and extensive	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

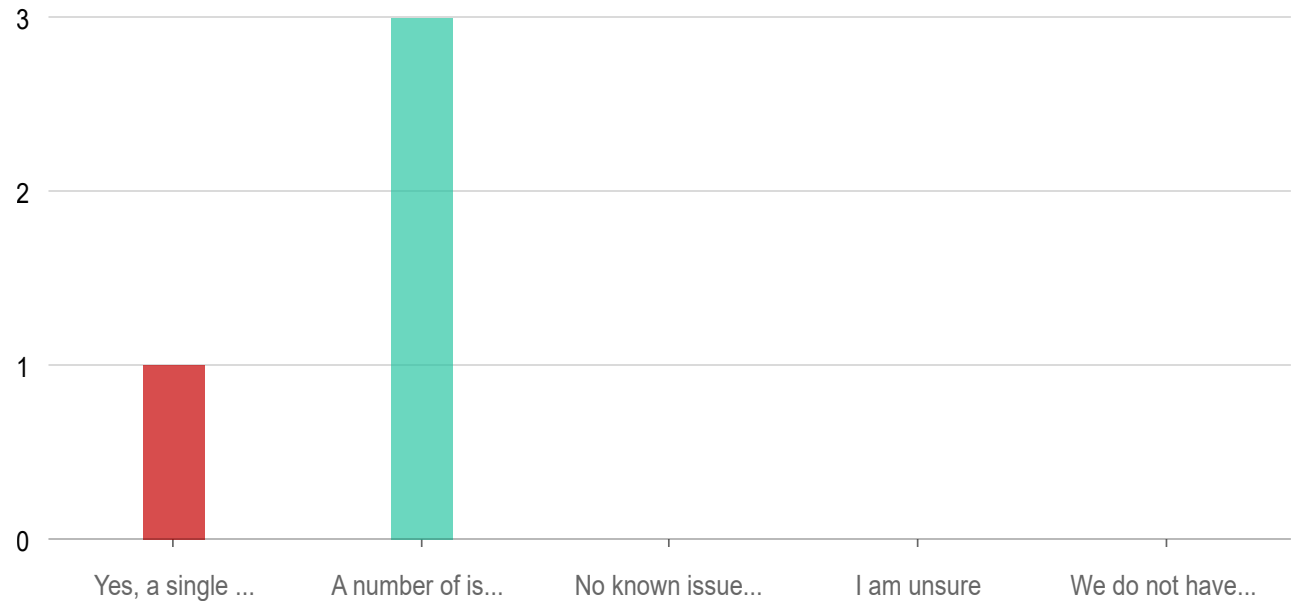
Have you noticed an increase in frequency and duration of pond flood events?



Answers	Count	Percentage
Yes	4	100%
No	0	0%
Unsure	0	0%

Answered: 4 Skipped: 0

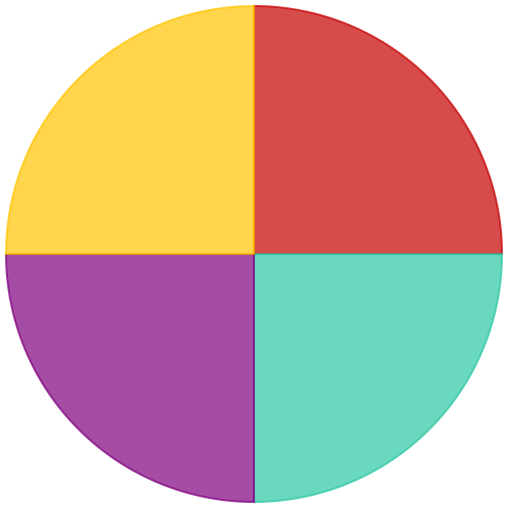
Has a known problem area been identified as the source of most flooding…



Answers	Count	Percentage
Yes, a single issue has been identified as the main contributor to the flooding	1	25%
A number of issues have been identified which contribute to the flooding	3	75%
No known issues or sources have been identified which contribute to the flooding	0	0%
I am unsure	0	0%
We do not have flooding issues	0	0%

Answered: 4 Skipped: 0

Have homes in your association undergone flood mitigation efforts?

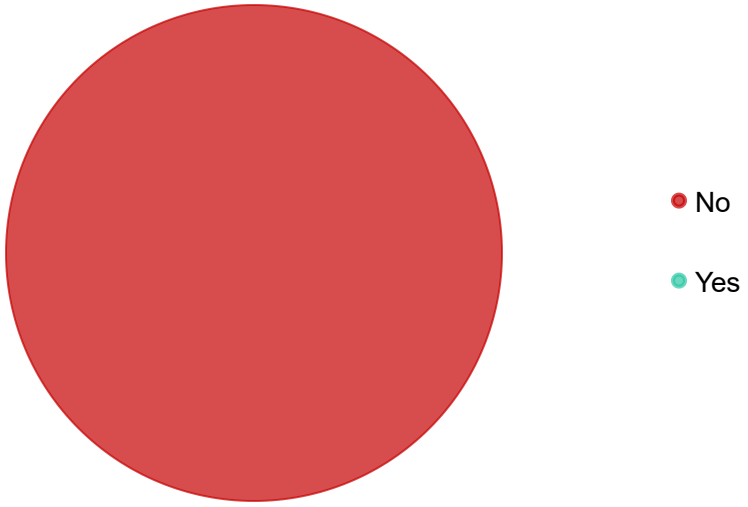


- Yes, a majority of homes have undergone flood mitigation efforts
- Yes, some homes have undergone flood mitigation efforts
- No homes have undergone flood mitigation efforts
- Unsure

Answers	Count	Percentage
Yes, a majority of homes have undergone flood mitigation efforts	1	25%
Yes, some homes have undergone flood mitigation efforts	1	25%
No homes have undergone flood mitigation efforts	1	25%
Unsure	1	25%

Answered: 4 Skipped: 0

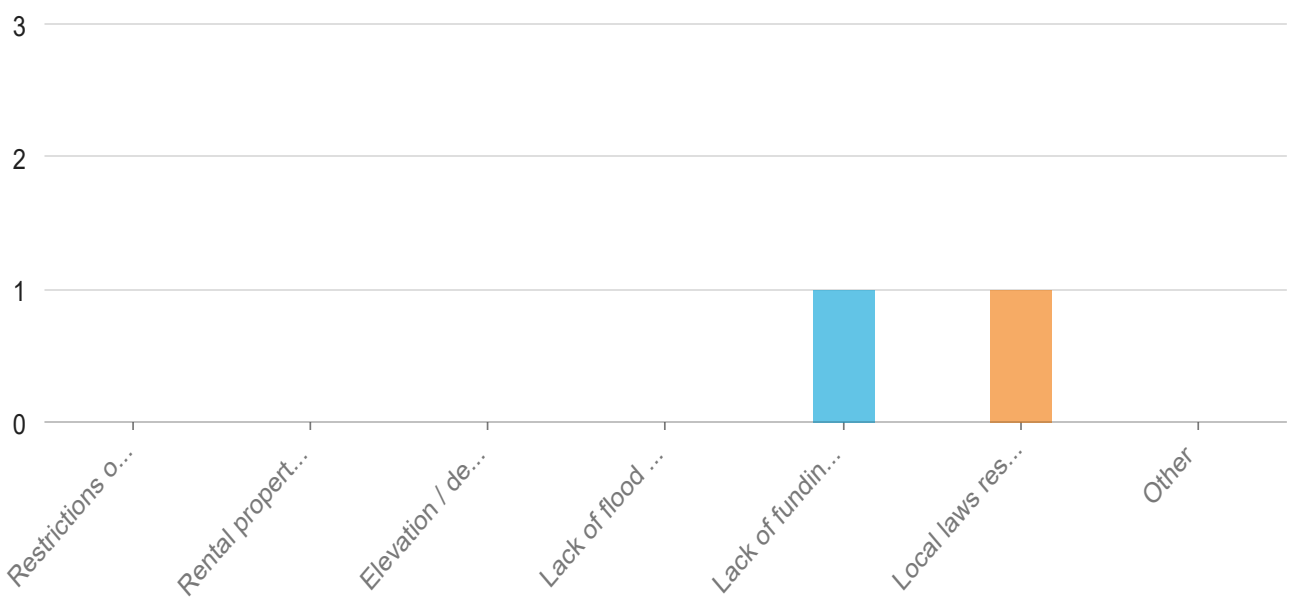
Are there any HOA restrictions to structural improvements that, if removed,…



Answers	Count	Percentage
No	4	100%
Yes	0	0%

Answered: 4 Skipped: 0

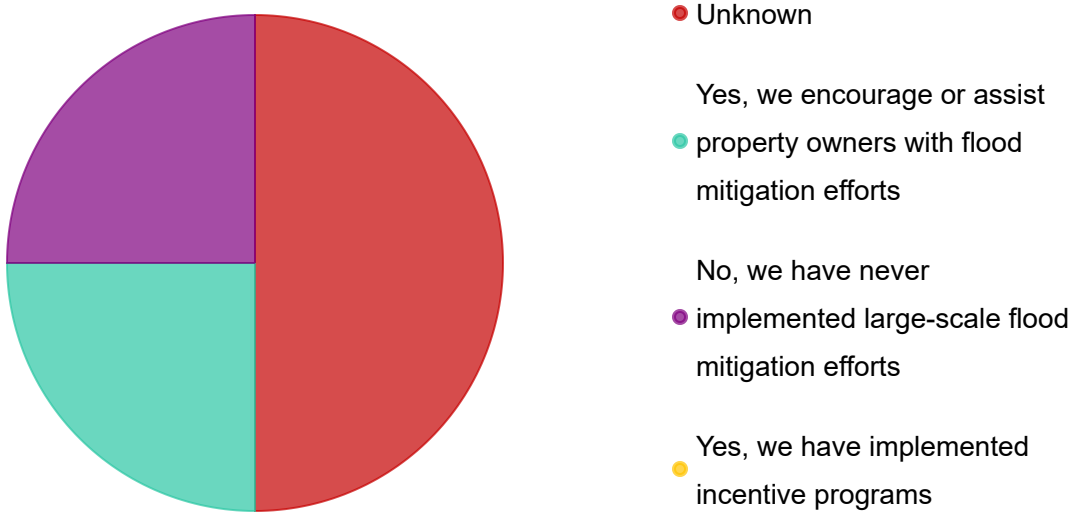
Select the types of restrictions in your HOA that prevent flood mitigation efforts.



Answers	Count	Percentage
Restrictions on landscaping in governing documents	0	0%
Rental properties not properly maintained	0	0%
Elevation / design restrictions	0	0%
Lack of flood insurance coverage	0	0%
Lack of funding for proper infrastructure maintenance	1	25%
Local laws restricting mitigation	1	25%
Other	0	0%

Answered: 1 Skipped: 3

Has your association ever implemented large-scale flood mitigation efforts?

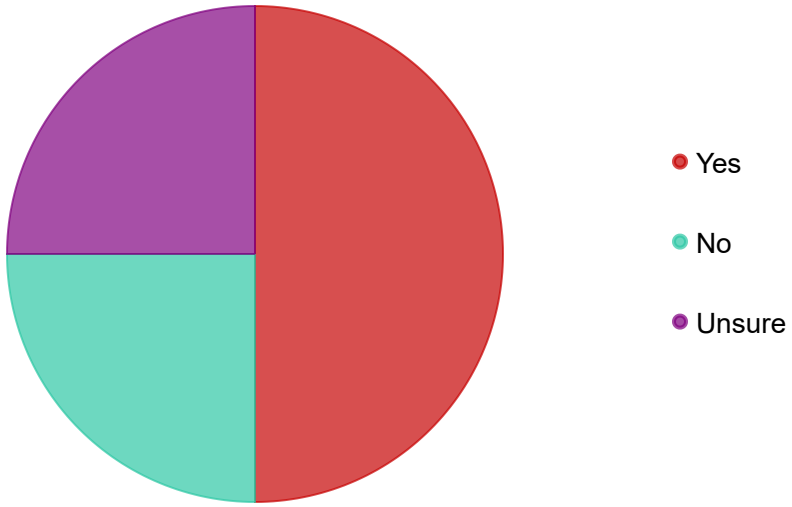


Answers	Count	Percentage
Unknown	2	50%
Yes, we encourage or assist property owners with flood mitigation efforts	1	25%

No, we have never implemented large-scale flood mitigation efforts	1	25%
Yes, we have implemented incentive programs	0	0%

Answered: 4 Skipped: 0

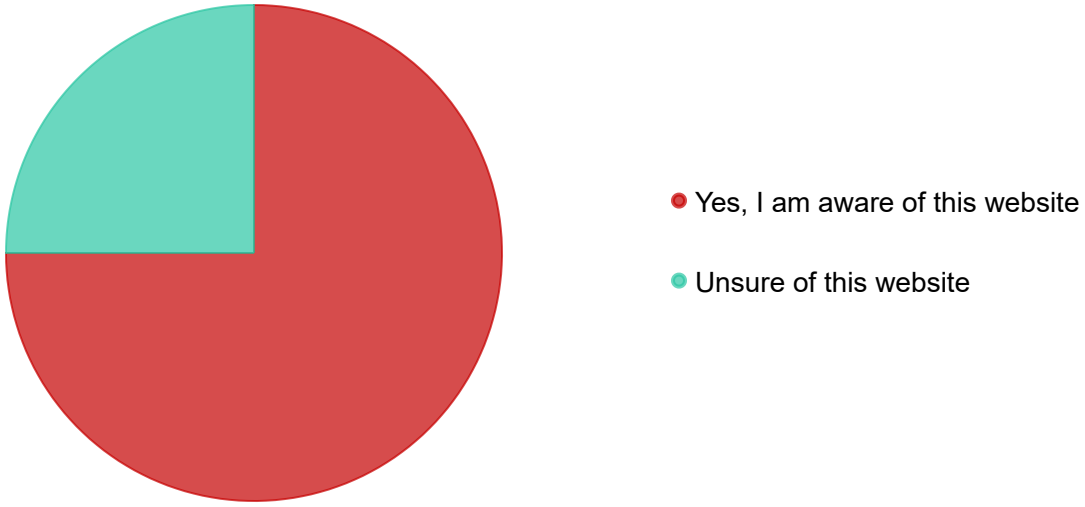
Are there homes in your association area that are classified as Repetitive…



Answers	Count	Percentage
Yes	2	50%
No	1	25%
Unsure	1	25%

Answered: 4 Skipped: 0

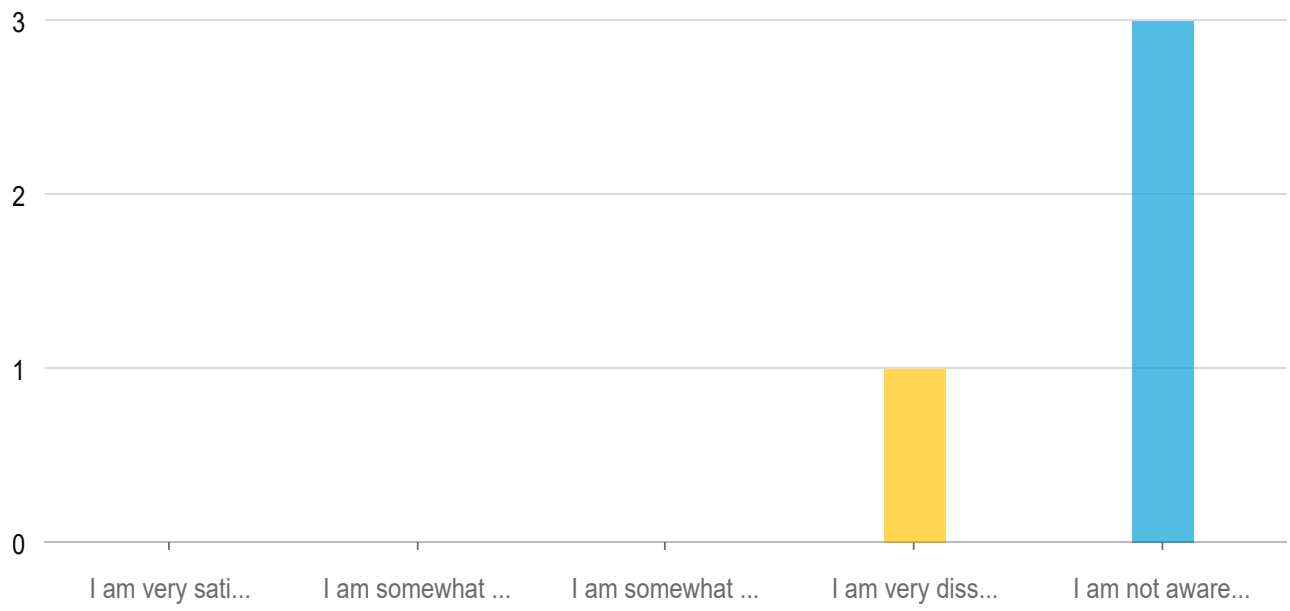
Did you know that you can view the current floodplain and other County-wid…



Answers	Count	Percentage
Yes, I am aware of this website	3	75%
Unsure of this website	1	25%

Answered: 4 Skipped: 0

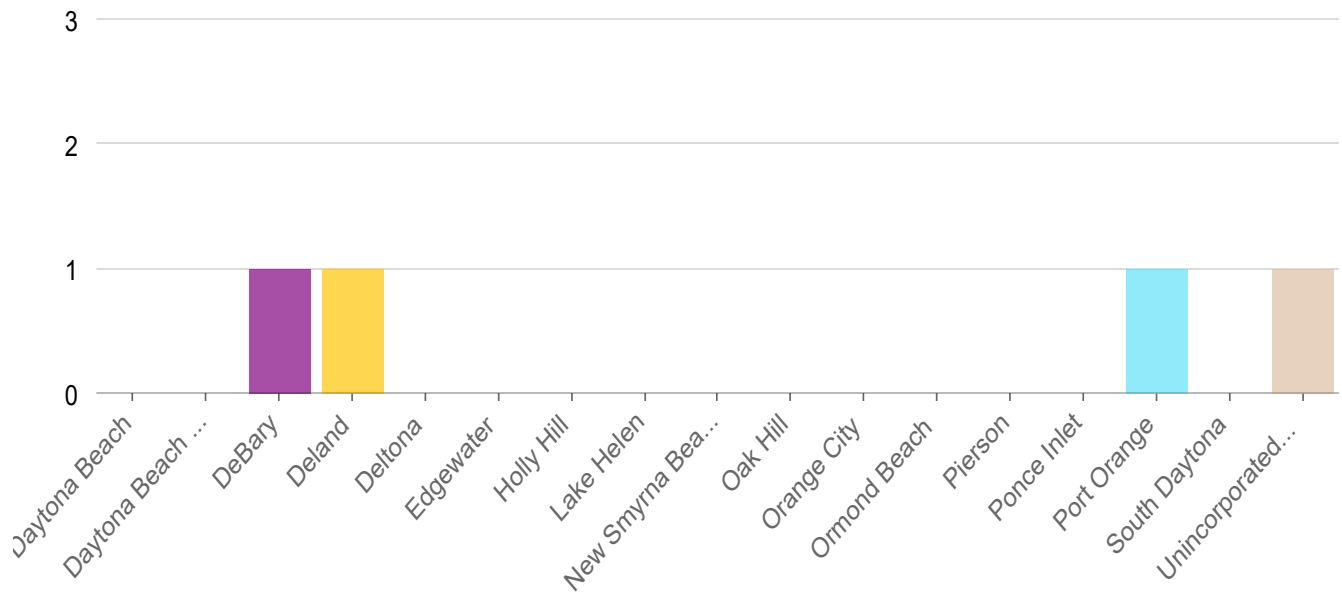
How satisfied are you with how your jurisdiction handles public involvement…



Answers	Count	Percentage
I am very satisfied	0	0%
I am somewhat satisfied	0	0%
I am somewhat dissatisfied	0	0%
I am very dissatisfied	1	25%
I am not aware of any public involvement/outreach efforts concerning flood hazards	3	75%

Answered: 4 Skipped: 0

Which jurisdiction is your HOA community?



Answers	Count	Percentage
Daytona Beach	0	0%
Daytona Beach Shores	0	0%
DeBary	1	25%
Deland	1	25%
Deltona	0	0%

Edgewater	0	0%
Holly Hill	0	0%
Lake Helen	0	0%
New Smyrna Beach	0	0%
Oak Hill	0	0%
Orange City	0	0%
Ormond Beach	0	0%
Pierson	0	0%
Ponce Inlet	0	0%
Port Orange	1	25%
South Daytona	0	0%
Unincorporated Volusia	1	25%

Answered: 4 Skipped: 0

Please provide a range of the number of homes within your community.

The word cloud requires at least 20 answers to show.

Word	Count
69	1
332	1
1568	1
Homesites	1

Answered: 3 Skipped: 1

APPENDIX E: CRITICAL FACILITY VULNERABILITY ASSESSMENT

This section of the Local Mitigation Strategy cross-references the locations of all critical facilities within Volusia County and its jurisdictions with environmental layers pertaining to the following hazard layers:

- Storm Surge Threat
- Fire Risk Zone
- Wind Risk
- FEMA Flood Zone

There are over 500 critical facilities identified within Volusia County and its jurisdictions. The critical facilities covered in this report cover the following types of facilities.

- Transportation
- Public Buildings
- Waste Water Systems
- Medical Facilities
- Schools
- Educational Facilities

Also covered in this section are **Water and Sewage Treatment Facilities**.

The tables on the following pages depict the critical facilities, by jurisdiction and facility type, that are located within Volusia County, Florida. Each critical facility is cross-referenced with the hazard zones to depict risk for the hazards listed above. This analysis involves numerous sources, such as:

- HAZUS
- National Hurricane Center
- U.S. Forest Service
- FEMA
- American Society of Civil Engineers
- ECFRPC
- Volusia County and Jurisdictions
- FDEP

Table 1: Jurisdictional Summary of Critical Assets

Jurisdiction	Jurisdiction Type	# of Assets	Total Financial Exposure (Assets)	Mean Year Built (Assets)
Volusia County	County	578	$10,940,822,969	1984
Daytona Beach	City	74	$3,407,757,509	1975
Daytona Beach Shores	City	2	$8,741,800	1984
Debary	City	7	$1,481,752,946	1993
DeLand	City	47	$1,077,176,288	1976
DeLeon Springs	Census Designated Place	3	$137,054,550	1984
Deltona	City	27	$431,515,600	1986
Edgewater	City	14	$421,779,479	1979
Holly Hill	City	10	$170,752,230	1978
Lake Helen	City	6	$35,579,280	1987
New Smyrna Beach	City	28	$571,274,878	1975
Oak Hill	City	4	$ 21,068,949	1983
Orange City	City	9	$277,059,730	1985
Ormond Beach	City	31	$314,347,059	1982
Pierson	City	4	$52,222,180	1982
Ponce Inlet	City	2	$ 8,741,800	1993
Port Orange	City	22	$789,670,500	1985
South Daytona	City	6	$33,242,490	1977
Enterprise	Unincorporated Community	2	$10,662,390	1983
Mims	Census Designated Place	1	$1,022,440	1997
Osteen	Unincorporated Community	3	$11,006,700	1989
Multi-Jurisdictional		276	$1,678,394,171	1991

Table 2: Total Asset Type for Entire County

Asset Type	Count
Medical Care Facilities	11
Emergency Operation Centers	2
Fire Stations	56
Police Stations	30
Schools	151
Communication Facilities	24
Electric Power Facilities	3
Waste Water Facilities	11
Potable Water Facilities	1
Natural Gas Pipelines	5
Airport Facilities	6
Airport Runways	14
Bus Facilities	2
Ferry Facilities	2
Railway Bridges	17
Port Facilities	10
Highway Bridges	238
TOTAL	583

Table 3: Critical Asset Hazard Analysis

Asset Name	Latitude	Longitude	Asset Type	Cat1 Surge	Cat3 Surge	Cat5 Surge	Wildfire Risk	Wind Zone	FEMA Flood Zone
Tomoka River	29.262661	-81.117817	Highway Bridges				Low	160 MPH	AE
FECRR - Tymber Crk Rd	29.332914	-81.131025	Highway Bridges				Moderate	160 MPH	
US-1	29.335833	-81.130972	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.305056	-81.094197	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.305189	-81.093964	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.342186	-81.086317	Highway Bridges				Moderate	160 MPH	AE
I-95	29.403769	-81.155186	Highway Bridges				Moderate	160 MPH	
Canal to Bulow Creek	29.414089	-81.148136	Highway Bridges			X	Moderate	160 MPH	
Drainage Canal	29.353408	-81.102561	Highway Bridges		X	X	High	160 MPH	AE
Canal	29.351153	-81.099392	Highway Bridges				High	160 MPH	AE
Bulow Creek	29.407631	-81.121847	Highway Bridges	X	X	X	High	160 MPH	AE
Intracoastal Waterway	29.408639	-81.100889	Highway Bridges				High	160 MPH	AE
Canal	29.292617	-81.073381	Highway Bridges		X	X	Moderate	160 MPH	
Halifax River IWW	29.287278	-81.051706	Highway Bridges				Moderate	160 MPH	AE
Creek	29.296075	-81.079586	Highway Bridges			X	Moderate	160 MPH	
Misner Creek	29.278219	-81.088442	Highway Bridges			X	Moderate	160 MPH	AE
Misner Branch	29.28155	-81.094747	Highway Bridges			X	Moderate	160 MPH	AE
Canal	29.224494	-81.049611	Highway Bridges			X	Moderate	160 MPH	
Canal	29.234239	-81.054861	Highway Bridges				Moderate	160 MPH	
Canal	29.236108	-81.055147	Highway Bridges		X	X	Moderate	160 MPH	AE

Nova Canal	29.232511	-81.054139	Highway Bridges			X	Moderate	160 MPH	
11th Street Canal	29.243192	-81.047667	Highway Bridges		X	X	Moderate	160 MPH	
LPGA CANAL	29.24215	-81.050194	Highway Bridges			X	Moderate	160 MPH	
11th St. Canal	29.245656	-81.041586	Highway Bridges		X	X	Moderate	160 MPH	X
Halifax Canal	29.245989	-81.036514	Highway Bridges				Moderate	160 MPH	AE
Halifax Canal	29.245978	-81.039303	Highway Bridges				Moderate	160 MPH	
IWW Halifax River	29.230319	-81.021817	Highway Bridges				Moderate	160 MPH	AE
IWW Halifax River	29.231194	-81.022419	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.223103	-81.017761	Highway Bridges				Moderate	160 MPH	AE
Daytona Canal	29.225331	-81.023261	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Nova Road Canal	29.229269	-81.052314	Highway Bridges			X	Moderate	160 MPH	
Halifax River IWW	29.2158	-81.015967	Highway Bridges				Moderate	160 MPH	AE
Halifax River IWW	29.215739	-81.015789	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.210689	-81.017531	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.208672	-81.016683	Highway Bridges				Moderate	160 MPH	AE
Halifax River	29.211125	-81.011131	Highway Bridges				Moderate	160 MPH	AE
Navy Canal	29.192686	-81.033736	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.189561	-81.031728	Highway Bridges		X	X	Moderate	160 MPH	AE
Nova Canal	29.175464	-81.028194	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.177661	-81.028544	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.178703	-81.028653	Highway Bridges		X	X	Moderate	160 MPH	
Canal	29.179275	-81.028781	Highway Bridges		X	X	Moderate	160 MPH	

Nova Canal	29.183861	-81.029692	Highway Bridges		X	X	Moderate	160 MPH	AE
11th Street Canal	29.214928	-81.090986	Highway Bridges				Moderate	160 MPH	
Reed Canal	29.158514	-80.995217	Highway Bridges	X	X	X	Moderate	160 MPH	
Nova Canal	29.170467	-81.025867	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.173392	-81.027442	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.166206	-81.023567	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.160958	-81.022981	Highway Bridges		X	X	Moderate	160 MPH	
Nova Canal	29.154472	-81.019694	Highway Bridges		X	X	Moderate	160 MPH	
Reed Canal	29.1557	-81.016347	Highway Bridges				Moderate	160 MPH	
Reed Canal	29.158181	-81.010253	Highway Bridges	X	X	X	Moderate	160 MPH	
Reed Canal	29.158378	-81.003128	Highway Bridges				Moderate	160 MPH	X
Reed Canal	29.158389	-81.006806	Highway Bridges	X	X	X	Moderate	160 MPH	X
Sweetwater Creek	29.113558	-81.024989	Highway Bridges				Moderate	160 MPH	
SR-421	29.106056	-81.028889	Highway Bridges				Low	160 MPH	
Timothys Ditch	29.120831	-81.045	Highway Bridges				Moderate	160 MPH	
B-19 Canal	29.125742	-81.029497	Highway Bridges				Moderate	160 MPH	AE
B-19 Canal / Trib 1	29.119942	-81.032392	Highway Bridges				Moderate	160 MPH	AE
B19 Canal	29.141583	-81.045	Highway Bridges				Moderate	160 MPH	AE
Halifax Canal Lateral	29.137103	-81.007917	Highway Bridges		X	X	Moderate	160 MPH	
SR-421	29.106111	-81.028333	Highway Bridges				Low	160 MPH	
Sweetwater Branch	29.106889	-81.023111	Highway Bridges			X	Moderate	160 MPH	AE
Spruce Creek N Relief	29.088619	-80.970008	Highway Bridges				High	160 MPH	AE

Spruce Creek N. Relief	29.088697	-80.969739	Highway Bridges				High	160 MPH	AE
Rose Bay	29.103619	-80.972031	Highway Bridges				High	160 MPH	AE
Rose Bay	29.103683	-80.971764	Highway Bridges				High	160 MPH	AE
Cambridge Canal	29.1003	-80.987708	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Rose Bay Canal	29.109186	-80.971406	Highway Bridges				High	160 MPH	X
Halifax River	29.144344	-80.983981	Highway Bridges				Moderate	160 MPH	AE
IWW Halifax River	29.148261	-80.975478	Highway Bridges				Low	160 MPH	AE
Canal	29.115658	-80.987658	Highway Bridges				Moderate	160 MPH	
IWW Indian River	29.038689	-80.906289	Highway Bridges				Moderate	160 MPH	AE
Callalisa Creek	29.029011	-80.903928	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.086339	-80.9687	Highway Bridges				High	160 MPH	AE
Spruce Creek	29.086417	-80.968475	Highway Bridges				High	160 MPH	AE
Spruce Creek S. Relief	29.083894	-80.967119	Highway Bridges				High	160 MPH	AE
Spruce Creek S. Relief	29.084028	-80.967139	Highway Bridges				High	160 MPH	AE
Murray Creek	29.079489	-80.955797	Highway Bridges				Moderate	160 MPH	X
Turnbull Creek	29.051139	-80.959833	Highway Bridges				High	160 MPH	AE
Canal	29.004689	-80.914456	Highway Bridges		X	X	Moderate	160 MPH	
US-1 & FECRR	29.020972	-80.925086	Highway Bridges				Low	160 MPH	X
Berrys Canal	29.028189	-80.921792	Highway Bridges				Moderate	160 MPH	VE
Conners Canal	29.032603	-80.916583	Highway Bridges				Moderate	160 MPH	AE
IWW Indian River	29.023789	-80.917589	Highway Bridges				Moderate	160 MPH	AE
Brando Canal	29.035153	-80.916456	Highway Bridges	X	X	X	Moderate	160 MPH	AE

Yacht Club Cut	29.013222	-80.915181	Highway Bridges				Moderate	160 MPH	AE
Gabordys Canal	29.004806	-80.913889	Highway Bridges		X	X	Moderate	160 MPH	
SR-442	28.950742	-80.95095	Highway Bridges				High	160 MPH	
SR-442	28.950733	-80.950347	Highway Bridges				High	160 MPH	
SR-44	29.012783	-80.988214	Highway Bridges				High	160 MPH	
SR-44	29.012803	-80.987567	Highway Bridges				High	160 MPH	
I-95	29.047581	-81.007042	Highway Bridges				Moderate	160 MPH	
Turnbull Creek	29.016858	-80.953633	Highway Bridges	X	X	X	Low	160 MPH	AE
Turnbull Creek	29.026269	-80.957814	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.090844	-81.021111	Highway Bridges	X	X	X	High	160 MPH	AE
Spruce Creek	29.090833	-81.020278	Highway Bridges	X	X	X	High	160 MPH	AE
Cnl.Trib. to Turnbull Ck	29.038608	-80.963558	Highway Bridges	X	X	X	Low	160 MPH	AE
Trib To Turnbull Creek	29.046825	-80.965906	Highway Bridges	X	X	X	Moderate	160 MPH	AE
FECRR	28.827078	-80.853639	Highway Bridges		X	X	Moderate	160 MPH	
Turnbull Creek	28.820669	-80.859919	Highway Bridges				High	160 MPH	AE
FECRR	28.826839	-80.853689	Highway Bridges				Moderate	160 MPH	
Creek	28.808694	-80.870922	Highway Bridges		X	X	Moderate	160 MPH	
Turnbull Creek	28.820828	-80.860036	Highway Bridges				High	160 MPH	AE
Turnbull Creek (West)	28.909544	-80.913219	Highway Bridges		X	X	Low	160 MPH	
Turnbull Creek (East)	28.911744	-80.908375	Highway Bridges		X	X	Low	160 MPH	X
Cow Creek	28.9281	-80.940461	Highway Bridges				Moderate	160 MPH	
Cow Creek	28.928689	-80.940139	Highway Bridges				Moderate	160 MPH	

Little Cow Creek	28.941747	-80.941694	Highway Bridges			X	Moderate	160 MPH	
Gabordys Canal	29.005364	-80.911592	Highway Bridges	X	X	X	Moderate	160 MPH	AE
Little Tomoka River	29.256597	-81.164317	Highway Bridges				Moderate	150 MPH	AE
Tomoka River	29.254944	-81.123561	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.262722	-81.118111	Highway Bridges				Low	160 MPH	AE
I-95	29.273983	-81.121908	Highway Bridges				Moderate	160 MPH	
FECRR - Tymber Crk Rd	29.333122	-81.131311	Highway Bridges				Moderate	160 MPH	
US-1	29.336011	-81.131222	Highway Bridges				Moderate	160 MPH	
SR-40	29.256983	-81.115944	Highway Bridges				Moderate	160 MPH	
Habitat Connectivity	29.258933	-81.185492	Highway Bridges				High	150 MPH	
Groover Creek	29.273889	-81.127936	Highway Bridges			X	Moderate	160 MPH	AE
Groover Creek	29.277219	-81.129528	Highway Bridges			X	High	160 MPH	AE
Trib to Groover Creek	29.295578	-81.130019	Highway Bridges				Moderate	160 MPH	
Little Tomoka River	29.256806	-81.129	Highway Bridges		X	X	Moderate	160 MPH	AE
Tomoka River	29.164197	-81.090756	Highway Bridges				Moderate	160 MPH	AE
Tomoka River	29.164067	-81.090597	Highway Bridges				Moderate	160 MPH	AE
Tyson Creek	29.210111	-81.099703	Highway Bridges				High	160 MPH	
Canal	29.166417	-81.087744	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.254717	-81.123592	Highway Bridges				Moderate	160 MPH	AE
I-95	29.219964	-81.103117	Highway Bridges				Moderate	160 MPH	
Beamers Canal	29.168167	-81.082944	Highway Bridges				Moderate	160 MPH	
US-92	29.171825	-81.084514	Highway Bridges				Moderate	160 MPH	

US-92	29.171997	-81.084339	Highway Bridges				Moderate	160 MPH	
US-92	29.171653	-81.084611	Highway Bridges				Moderate	160 MPH	
US-92	29.172225	-81.084269	Highway Bridges				Moderate	160 MPH	
I-95 & US-92	29.171389	-81.084761	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173644	-81.085181	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173194	-81.085569	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173342	-81.0855	Highway Bridges				Moderate	160 MPH	
Ramp J2	29.173528	-81.085333	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.217208	-81.109453	Highway Bridges			X	Moderate	160 MPH	AE
I-95	29.197983	-81.095794	Highway Bridges				High	160 MPH	
Middle Haw Creek	29.241131	-81.230083	Highway Bridges				High	150 MPH	
Creek	29.129056	-81.1598	Highway Bridges				Moderate	150 MPH	A
Deep Creek	29.100294	-81.216667	Highway Bridges				High	150 MPH	
Habitat Connectivity	29.258772	-81.185397	Highway Bridges				High	150 MPH	
Creek	29.16635	-81.154717	Highway Bridges				High	150 MPH	A
Middle Haw Creek	29.244322	-81.225936	Highway Bridges				High	150 MPH	
I-95	29.155736	-81.075828	Highway Bridges				Moderate	160 MPH	
Tomoka River	29.150333	-81.08725	Highway Bridges				High	160 MPH	A
Tomoka River	29.150778	-81.090194	Highway Bridges				High	160 MPH	AE
Bear Wildlife Crossing	29.077222	-81.175556	Highway Bridges				High	150 MPH	
Cougar Wildlife Crossing	29.100556	-81.153889	Highway Bridges				High	160 MPH	A
Cougar Wildlife Crossing	29.10005	-81.153892	Highway Bridges				High	160 MPH	

Deer WIldlife Crossing	29.111944	-81.142222	Highway Bridges				High	160 MPH	
Deer Wildlife Crossing	29.111944	-81.1425	Highway Bridges				High	160 MPH	
I-4	29.136944	-81.118611	Highway Bridges				Moderate	160 MPH	
I-95	29.155083	-81.075472	Highway Bridges				Moderate	160 MPH	
I-95	29.157258	-81.076758	Highway Bridges				Moderate	160 MPH	
I-4 WB	29.154778	-81.078528	Highway Bridges				Moderate	160 MPH	
Ramp F2 & Ramp H1	29.154056	-81.077583	Highway Bridges				Moderate	160 MPH	
I-4	29.152222	-81.082778	Highway Bridges				High	160 MPH	
I-95	29.167778	-81.082778	Highway Bridges				Moderate	160 MPH	
Timothys Ditch	29.120683	-81.045675	Highway Bridges				Moderate	160 MPH	
Bear Wildlife Crossing	29.0775	-81.175278	Highway Bridges				High	150 MPH	
US 92	29.144431	-81.118278	Highway Bridges				Moderate	160 MPH	
Tributary to Spruce Crk	29.097689	-81.068653	Highway Bridges			X	Moderate	160 MPH	
Miller Creek	29.0729	-81.068144	Highway Bridges				Moderate	160 MPH	
Sweetwater Creek	29.087689	-81.068508	Highway Bridges			X	Moderate	160 MPH	AE
Turkey Creek	29.086411	-81.074531	Highway Bridges			X	Moderate	160 MPH	AE
Trib to Spruce Creek	29.056964	-81.068611	Highway Bridges				Moderate	160 MPH	
I-95	29.122347	-81.047847	Highway Bridges				Moderate	160 MPH	
Cabbage Slough	28.697764	-81.006031	Highway Bridges				Very High	160 MPH	AE
St Johns River Relief	28.7107	-81.022994	Highway Bridges				High	160 MPH	AE
St. Johns River	28.71405	-81.034128	Highway Bridges				Very High	160 MPH	AE

Alamana Canal	28.932317	-81.109975	Highway Bridges				High	160 MPH	A
Lake Ashby Canal	28.942825	-81.102681	Highway Bridges				High	160 MPH	A
Samsula Canal	29.011656	-81.041578	Highway Bridges				High	160 MPH	
Maytown Road	28.832997	-80.912097	Highway Bridges				High	160 MPH	
Maytown Rd.	28.833178	-80.91185	Highway Bridges				High	160 MPH	
Deep Creek	29.026139	-81.192306	Highway Bridges				High	150 MPH	
Deep Creek	29.0265	-81.190167	Highway Bridges				High	150 MPH	
Deep Creek	29.02675	-81.188694	Highway Bridges				High	150 MPH	
Cow Creek	28.839667	-81.024658	Highway Bridges				High	160 MPH	A
Underhill Slough	28.784903	-81.0252	Highway Bridges				High	160 MPH	AE
Lake Ashby Canal	28.846333	-81.079256	Highway Bridges				High	160 MPH	A
Lake Ashby Canal	28.941908	-81.102642	Highway Bridges				Moderate	160 MPH	A
Samsula Canal	28.996711	-81.049592	Highway Bridges				High	160 MPH	
Samsula Canal	28.991608	-81.040933	Highway Bridges				Moderate	160 MPH	A
Spruce Creek	29.090722	-81.026917	Highway Bridges				Moderate	160 MPH	AE
Spruce Creek	29.083944	-81.064972	Highway Bridges			X	Moderate	160 MPH	AE
Spruce Creek	29.050522	-81.046544	Highway Bridges			X	Moderate	160 MPH	
Deep Creek	29.163322	-81.390447	Highway Bridges				Moderate	150 MPH	
Deep Creek	29.20495	-81.367744	Highway Bridges				High	150 MPH	
Canal	29.221953	-81.330042	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.226672	-81.311033	Highway Bridges				Moderate	150 MPH	
Lake Dias Creek	29.166775	-81.298972	Highway Bridges				Moderate	150 MPH	
Creek	29.254347	-81.32715	Highway Bridges				Moderate	150 MPH	

Little Haw Swamp	29.260928	-81.355314	Highway Bridges				Moderate	150 MPH	A
Creek	29.170933	-81.468992	Highway Bridges				High	150 MPH	
Creek	29.178719	-81.436931	Highway Bridges				High	150 MPH	
Deep Creek	29.161722	-81.390178	Highway Bridges				Moderate	150 MPH	
Lake Gertie	29.054728	-81.311314	Highway Bridges				Moderate	150 MPH	A
Lake Gertie	29.054539	-81.311325	Highway Bridges				Moderate	150 MPH	A
Little Haw Creek	29.060703	-81.268472	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.065597	-81.272511	Highway Bridges				Moderate	150 MPH	
Little Haw Creek	29.075642	-81.273264	Highway Bridges				Moderate	150 MPH	
Blue Lake Equalizer	29.035967	-81.26755	Highway Bridges				High	150 MPH	AE
I-4	29.017717	-81.2317	Highway Bridges				High	150 MPH	A
I-4 EB	29.017419	-81.231947	Highway Bridges				High	150 MPH	
I-4	28.955358	-81.257686	Highway Bridges				High	150 MPH	
I-4	28.966272	-81.254183	Highway Bridges				High	150 MPH	
I-4	28.984611	-81.248364	Highway Bridges				Moderate	150 MPH	
I-4	29.004022	-81.242186	Highway Bridges				Moderate	150 MPH	
St. Johns River	29.008728	-81.382069	Highway Bridges				Moderate	150 MPH	AE
CSX-RR	29.024306	-81.354914	Highway Bridges				High	150 MPH	
US-17/92	28.974142	-81.298989	Highway Bridges				High	150 MPH	
Seaboard Coastline RR	28.952339	-81.332231	Highway Bridges				High	150 MPH	
I-4	28.955133	-81.257722	Highway Bridges				High	150 MPH	
I-4	28.948678	-81.259817	Highway Bridges				High	150 MPH	

FPL Cooling Disch. Canal	28.845317	-81.325806	Highway Bridges				Moderate	150 MPH	
FPL Cooling Intake Canal	28.845314	-81.325397	Highway Bridges				Moderate	150 MPH	
FPL Cooling Disch. Canal	28.856278	-81.325433	Highway Bridges				Moderate	150 MPH	A
FPL Cooling Intake Canal	28.856281	-81.325031	Highway Bridges				Moderate	150 MPH	A
Konomac Canal	28.8651	-81.348075	Highway Bridges				Moderate	150 MPH	
US-17-92 -St Johns River	28.835578	-81.319619	Highway Bridges				High	150 MPH	AE
Deep Creek	28.899928	-81.134083	Highway Bridges				Moderate	160 MPH	A
St. Johns River	28.802664	-81.210281	Highway Bridges				High	150 MPH	AE
St Johns River Relief	28.815553	-81.190525	Highway Bridges				High	150 MPH	AE
Deep Ck. Diversion Cnl	28.846075	-81.101772	Highway Bridges				Moderate	160 MPH	A
Dirksen Drive	28.871614	-81.284528	Highway Bridges				High	150 MPH	
Padgett Creek	28.868778	-81.28595	Highway Bridges				High	150 MPH	
Dirksen Dr	28.871669	-81.284233	Highway Bridges				High	150 MPH	
I-4	28.911256	-81.271783	Highway Bridges				Moderate	150 MPH	
I-4	28.911064	-81.271886	Highway Bridges				Moderate	150 MPH	
I-4	28.887019	-81.279375	Highway Bridges				Moderate	150 MPH	
Padgett Creek	28.8689	-81.286183	Highway Bridges				High	150 MPH	
US-17-92-St Johns River	28.835211	-81.319106	Highway Bridges				High	150 MPH	AE

St. Johns River	28.802764	-81.21045	Highway Bridges				High	150 MPH	AE
St. Johns River Relief	28.815631	-81.190639	Highway Bridges				High	150 MPH	AE
FLORIDA HOSPITAL OCEANSIDE	29.284637	-81.036867	Medical Care Facilities		X	X	Moderate	160 MPH	
SELECT SPECIALTY HOSPITAL - DAYTONA B...	29.242562	-81.107419	Medical Care Facilities				High	160 MPH	
ADVENT HEALTH DAYTONA BEACH	29.24311	-81.107657	Medical Care Facilities				High	160 MPH	
HALIFAX PSYCHIATRIC CENTER-NORTH	29.21402	-81.068593	Medical Care Facilities				Moderate	160 MPH	
HALIFAX HEALTH MEDICAL CENTER	29.202385	-81.054828	Medical Care Facilities				Moderate	160 MPH	
DAYTONA BEACH VETERANS AFFAIRS OUTPAT...	29.206409	-81.061756	Medical Care Facilities				Moderate	160 MPH	
HALIFAX HEALTH MEDICAL CENTER-PORT O...	29.126212	-81.008574	Medical Care Facilities		X	X	Moderate	160 MPH	
ADVENT HEALTH NEW SMYRNA BEACH	29.020291	-80.92186	Medical Care Facilities		X	X	Low	160 MPH	
ADVENT HEALTH DELAND	29.043653	-81.317344	Medical Care Facilities				Moderate	150 MPH	

ADVENT HEALTH FISH MEMORIAL	28.914371	-81.285162	Medical Care Facilities				Low	150 MPH	
HALIFAX HEALTH UF HEALTH MEDICAL CENT...	28.957659	-81.255725	Medical Care Facilities				High	150 MPH	
FLORIDA EAST COAST; ARTIFICIAL PATH	29.304347	-81.095737	Railway Bridges				Low	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.313402	-81.10535	Railway Bridges			X	Low	160 MPH	
FLORIDA EAST COAST; CANAL/DITCH	29.293181	-81.079918	Railway Bridges		X	X	Moderate	160 MPH	
FLORIDA EAST COAST; STREAM/RIVER	29.288747	-81.071167	Railway Bridges		X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.244638	-81.044155	Railway Bridges				Moderate	160 MPH	AE
FLORIDA EAST COAST; REED CANAL	29.158451	-81.000073	Railway Bridges	X	X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; STREAM/RIVER	29.102114	-80.985322	Railway Bridges	X	X	X	High	160 MPH	
FLORIDA EAST COAST; STREAM/RIVER	29.106569	-80.985671	Railway Bridges				Moderate	160 MPH	AE

FLORIDA EAST COAST; ARTIFICIAL PATH	29.080103	-80.98349	Railway Bridges				Moderate	160 MPH	AE
FLORIDA EAST COAST; ARTIFICIAL PATH	29.050713	-80.959727	Railway Bridges				High	160 MPH	AE
FLORIDA EAST COAST; STREAM/RIVER	29.039559	-80.939592	Railway Bridges		X	X	Moderate	160 MPH	X
FLORIDA EAST COAST; TURNBULL CREEK	28.806058	-80.85946	Railway Bridges				High	160 MPH	X
FLORIDA EAST COAST; STREAM/RIVER	28.999701	-80.916262	Railway Bridges		X	X	Moderate	160 MPH	
FLORIDA EAST COAST; CANAL/DITCH	29.003614	-80.918066	Railway Bridges		X	X	Moderate	160 MPH	AE
FLORIDA EAST COAST; CANAL/DITCH	29.340113	-81.140654	Railway Bridges				Moderate	160 MPH	
CSX TRANSPORTATION; STREAM/RIVER	29.162683	-81.390328	Railway Bridges				Moderate	150 MPH	
CSX TRANSPORTATION; SAINT JOHNS RIVER	28.837797	-81.324658	Railway Bridges				High	150 MPH	
DRMOND BEACH FLA	29.30745	-81.05813	Port Facilities				Moderate	160 MPH	AE

DAYTONA BCH MUN YACHT BASIN	29.21716	-81.01551	Port Facilities				Moderate	160 MPH	AE
NEW SMYRNA BCH MUNICIPAL WHFS	29.03892	-80.90636	Port Facilities				Moderate	160 MPH	AE
SHRIMP DOCKS NEW SMYRNA BCH	29.039188	-80.906138	Port Facilities				Moderate	160 MPH	AE
USCG STATION, PONCE DE LEON INLET, FL	29.063462	-80.914598	Port Facilities				High	160 MPH	AE
OAKHILL FISH DOCK	28.88228	-80.842463	Port Facilities				High	160 MPH	AE
EDGEWATER FLA	29.0016	-80.90653	Port Facilities				Moderate	160 MPH	AE
FLA POWER & LIGHT LAKE MONROE	28.839615	-81.32605	Port Facilities				Moderate	150 MPH	AE
ENTERPRISE FLA	28.86845	-81.272146	Port Facilities				Moderate	150 MPH	
De Land	28.976848	-81.35932	Ferry Facilities				Moderate	150 MPH	AE
Hontoon Island State Park	28.975272	-81.360608	Ferry Facilities				Moderate	150 MPH	AE
DOTS Terminal	29.226	-81.0511	Bus Facilities			X	Moderate	160 MPH	
Greyhound Bus Station	29.2101	-81.023	Bus Facilities		X	X	Moderate	160 MPH	
03147.*A	29.178601	-81.062852	Airport Runways				Moderate	160 MPH	
03147.*A	29.177879	-81.052299	Airport Runways				Low	160 MPH	
03147.*A	29.183276	-81.052683	Airport Runways				Low	160 MPH	

03147.2*A	29.080188	-81.046629	Airport Runways				Low	160 MPH	
03156.*A	29.064757	-81.283058	Airport Runways				Moderate	150 MPH	
03156.*A	29.068662	-81.284259	Airport Runways				Moderate	150 MPH	
03156.2*A	29.104115	-81.314193	Airport Runways				Moderate	150 MPH	
03387.*A	29.054239	-80.947938	Airport Runways		X	X	Moderate	160 MPH	
03387.*A	29.058146	-80.951115	Airport Runways	X	X	X	Moderate	160 MPH	
03387.*A	29.054206	-80.947262	Airport Runways		X	X	Moderate	160 MPH	X
03387.2*A	28.978909	-80.924775	Airport Runways		X	X	Low	160 MPH	
03411.*A	29.301904	-81.114064	Airport Runways			X	Moderate	160 MPH	
03411.*A	29.300314	-81.113512	Airport Runways			X	Moderate	160 MPH	
03443.1*A	29.250036	-81.45934	Airport Runways				High	150 MPH	
ORMOND BEACH MUNI	29.301139	-81.113806	Airport Facilities			X	Moderate	160 MPH	
NEW SMYRNA BEACH MUNI	29.055694	-80.948917	Airport Facilities	X	X	X	Moderate	160 MPH	X
PIERSON MUNI	29.250028	-81.459333	Airport Facilities				High	150 MPH	
ADVENT HEALTH DELAND	29.044631	-81.317839	Airport Facilities				Moderate	150 MPH	
DELAND MUNI-SIDNEY H TAYLOR FIELD	29.067028	-81.28375	Airport Facilities				Moderate	150 MPH	
DAYTONA BEACH INTL	29.179917	-81.058056	Airport Facilities				Low	160 MPH	
HIGHBRIDE PARK	29.40856	-81.09953	Potable Water Facilities	X	X	X	High	160 MPH	AE
PORT ORANGE (DW)	29.136101	-80.994698	Waste Water Systems	X	X	X	Moderate	160 MPH	AE

ORMOND BEACH, CITY OF - ORMOND BEACH ...	29.2936	-81.083099	Waste Water Systems				Moderate	160 MPH	AE
DELAND, CITY OF - WILEY M NASH WRF	29.009001	-81.298103	Waste Water Systems				Low	150 MPH	
VEHICLE MAINTENANCE FACILITY	29.217501	-81.0289	Waste Water Systems		X	X	Moderate	160 MPH	A
KENNEDY PARK IMPROVEMENTS	28.9933	-80.904701	Waste Water Systems	X	X	X	Moderate	160 MPH	AE
EDGEWATER, CITY OF	28.9898	-80.899902	Waste Water Systems				Moderate	160 MPH	AE
LAKE WOODRUFF NATIONAL WILDLIFE REFUGE	29.1061	-81.366097	Waste Water Systems				High	150 MPH	
SMYRNA BEACH, CITY OF - NEW SMYRNA BE...	29.030399	-80.917198	Waste Water Systems				Moderate	160 MPH	VE
KENNEDY SPACE CNTR FEDERAL CRE	28.950501	-80.885597	Waste Water Systems			X	Moderate	160 MPH	
HOLLY HILL, CITY OF (DW)	29.2447	-81.034103	Waste Water Systems				Moderate	160 MPH	AE
DAYTONA BEACH/BETHUNE POINT (D	29.196199	-81.008301	Waste Water Systems	X	X	X	Moderate	160 MPH	X

SANFORD	28.843155	-81.325464	Electric Power Facilities				Moderate	150 MPH	
DEBARY	28.90386	-81.33233	Electric Power Facilities				High	150 MPH	
FIELD STREET	29.017319	-80.932856	Electric Power Facilities		X	X	Moderate	160 MPH	
WYND 1310	28.99943	-81.29812	Communication Facilities				Moderate	150 MPH	
WNDB 1150	29.23526	-81.07172	Communication Facilities				Moderate	160 MPH	
WROD 1340	29.18887	-81.00756	Communication Facilities	X	X	X	Moderate	160 MPH	AE
WNDA 1490	29.01637	-81.2859	Communication Facilities				High	150 MPH	
WNDA 1490	29.01832	-81.29951	Communication Facilities				Moderate	150 MPH	
WSBB 1230	29.03276	-80.91728	Communication Facilities				Moderate	160 MPH	AE
WMFJ 1450	29.22526	-81.02478	Communication Facilities	X	X	X	Moderate	160 MPH	AE
WPUL 1590	29.1547	-81.022	Communication Facilities		X	X	Moderate	160 MPH	
WELE 1380	29.26942	-81.08145	Communication Facilities				Low	160 MPH	
WKRO-FM CH 226	28.89471	-80.88533	Communication Facilities		X	X	Moderate	160 MPH	
WOCL CH 290	28.92138	-81.31895	Communication Facilities				High	150 MPH	
WHOG-FM CH 239	29.23637	-81.07284	Communication Facilities				Moderate	160 MPH	
WJLU CH 209	29.00915	-80.97394	Communication Facilities			X	Moderate	160 MPH	A

WVYB CH 277	29.23637	-81.07284	Communication Facilities				Moderate	160 MPH	
WKTO CH 204	29.04165	-81.05617	Communication Facilities				Moderate	160 MPH	
WAPN CH 218	29.25192	-81.04783	Communication Facilities		X	X	Moderate	160 MPH	AE
WJHM CH 270	28.92138	-81.31895	Communication Facilities				High	150 MPH	
WESH CH 2	28.93832	-81.3159	Communication Facilities				High	150 MPH	
WVEN-TV CH 26	29.28637	-81.4934	Communication Facilities				High	150 MPH	
WCEU CH 15	29.17359	-81.15645	Communication Facilities				High	150 MPH	
WDYB-LP CH 53	29.23165	-81.04172	Communication Facilities		X	X	Moderate	160 MPH	
PINE TRAIL ELEMENTARY SCHOOL	29.275252	-81.114165	Schools				Moderate	160 MPH	
OSCEOLA ELEMENTARY SCHOOL	29.286605	-81.039883	Schools		X	X	Moderate	160 MPH	
ST BRENDAN CATHOLIC SCHOOL	29.315548	-81.053512	Schools			X	Low	160 MPH	
PACE CENTER FOR GIRLS	29.279335	-81.059199	Schools			X	Moderate	160 MPH	
ORMOND BEACH ELEMENTARY SCHOOL	29.283762	-81.057727	Schools			X	Moderate	160 MPH	
ORMOND BEACH	29.308101	-81.070235	Schools			X	Moderate	160 MPH	

MIDDLE SCHOOL									
THE LITTLE ENGINE ACADEMY	29.268103	-81.078258	Schools				Moderate	160 MPH	
DAYTONA COLLEGE	29.27008	-81.080138	Schools				Low	160 MPH	
CHABADESFORMES HEBREW ACADEMY	29.273506	-81.095471	Schools				Moderate	160 MPH	
TEMPLE BETH-EL SCHOOL	29.292892	-81.086449	Schools			X	Moderate	160 MPH	
ACS EDUCATIONAL RESOURCES AND CONSULT...	29.279675	-81.080201	Schools			X	Low	160 MPH	
TOMOKA ELEMENTARY SCHOOL	29.274802	-81.09084	Schools			X	Moderate	160 MPH	
DAVID C. HINSON SR. MIDDLE SCHOOL	29.239699	-81.094684	Schools				High	160 MPH	
REIGN HOMESCHOOLING ACADEMY	29.273596	-81.094289	Schools				Moderate	160 MPH	
DAYTONA STATE COLLEGE - ADVANCED TECH...	29.232026	-81.098931	Schools				High	160 MPH	

HOLLY HILL SCHOOL	29.249336	-81.055414	Schools			X	Moderate	160 MPH	
UBIC ACADEMY	29.252831	-81.055429	Schools			X	Moderate	160 MPH	
INSTALLER INSTITUTE	29.254596	-81.046818	Schools			X	Moderate	160 MPH	
SEABREEZE HIGH SCHOOL	29.266532	-81.02991	Schools		X	X	Moderate	160 MPH	
ORTONA ELEMENTARY SCHOOL	29.24729	-81.02356	Schools			X	Low	160 MPH	
LOURDES ACADEMY	29.2418	-81.02111	Schools			X	Moderate	160 MPH	
RIVERVIEW LEARNING CENTER	29.238417	-81.016584	Schools		X	X	Low	160 MPH	
IMAGINATION STATION TOO MONTESSORI	29.233445	-81.016323	Schools			X	Moderate	160 MPH	
BASILICA SCHOOL OF ST PAUL	29.216946	-81.027161	Schools		X	X	Moderate	160 MPH	
FATHER LOPEZ CATHOLIC HIGH SCHOOL	29.218548	-81.045937	Schools		X	X	Moderate	160 MPH	AE
LIVING FAITH ACADEMY	29.229362	-81.064155	Schools				Moderate	160 MPH	
AMIKIDS VOLUSIA	29.213356	-81.063596	Schools				Moderate	160 MPH	
HALIFAX BEHAVIORAL SERVICES	29.214037	-81.06858	Schools				Moderate	160 MPH	

RICHARD MILBURN ACADEMY	29.217315	-81.049547	Schools			X	Moderate	160 MPH	
EASTER SEALS CHILD DEVELOPMENT CENTER...	29.206916	-81.054454	Schools				Moderate	160 MPH	
UNIVERSITY OF CENTRAL FLORIDA - DAYTO...	29.201995	-81.048576	Schools				Moderate	160 MPH	
DAYTONA STATE COLLEGE	29.202259	-81.051285	Schools				Moderate	160 MPH	
THE CHILES ACADEMY	29.213284	-81.039736	Schools		X	X	Moderate	160 MPH	
PURE IN HEART CHRISTIAN ACAD& PERFORM...	29.210732	-81.020541	Schools	X	X	X	Moderate	160 MPH	AE
DAYTONA STATE COLLEGE - NEWS-JOURNAL ...	29.21517	-81.019609	Schools		X	X	Moderate	160 MPH	
BETHUNE-COOKMAN UNIVERSITY	29.210556	-81.031595	Schools		X	X	Moderate	160 MPH	A
TURIE T. SMALL ELEMENTARY SCHOOL	29.195917	-81.027159	Schools		X	X	Moderate	160 MPH	X
CAMPBELL	29.195004	-81.030466	Schools		X	X	Moderate	160 MPH	

MIDDLE SCHOOL									
MOUNT CALVARY ACADEMY	29.194227	-81.024035	Schools		X	X	Moderate	160 MPH	X
THE CHASE ACADEMY, INC.	29.177731	-81.024847	Schools		X	X	Moderate	160 MPH	AE
PALM TERRACE ELEMENTARY SCHOOL	29.198401	-81.074249	Schools				Moderate	160 MPH	
WESTSIDE ELEMENTARY SCHOOL	29.224138	-81.071315	Schools				Moderate	160 MPH	
HALIFAX ACADEMY	29.189019	-81.081327	Schools				Moderate	160 MPH	
WARNER CHRISTIAN ACADEMY	29.179476	-81.007256	Schools		X	X	Moderate	160 MPH	
INTERNATIONAL ACADEMY	29.162176	-80.997791	Schools		X	X	Moderate	160 MPH	
BLUE JAY ACADEMY	29.17319	-81.025156	Schools		X	X	Moderate	160 MPH	X
SOUTH DAYTONA ELEMENTARY SCHOOL	29.168283	-81.008205	Schools		X	X	Moderate	160 MPH	X
HORIZON ELEMENTARY SCHOOL	29.119404	-81.038035	Schools				Moderate	160 MPH	
HOSPITAL HOMEBOUND	29.14862	-81.026749	Schools				Moderate	160 MPH	

ATLANTIC HIGH SCHOOL	29.148642	-81.026679	Schools				Moderate	160 MPH	
DAYTONA BEACH CHRISTIAN ACADEMY	29.170829	-81.038026	Schools				Moderate	160 MPH	
SUGAR MILL ELEMENTARY SCHOOL	29.147327	-81.001034	Schools		X	X	Moderate	160 MPH	
SILVER SANDS MIDDLE SCHOOL	29.131416	-81.017155	Schools			X	Moderate	160 MPH	
SPRUCE CREEK ELEMENTARY SCHOOL	29.105717	-81.004796	Schools			X	Moderate	160 MPH	
WISE INDEPENDENT PRIVATE SCHOOL SYSTEM	29.110693	-80.977931	Schools		X	X	Moderate	160 MPH	
PORT ORANGE ELEMENTARY SCHOOL	29.142252	-80.991424	Schools		X	X	Moderate	160 MPH	
SWEETWATER ELEMENTARY SCHOOL	29.116328	-81.017421	Schools				Moderate	160 MPH	
SPRUCE CREEK HIGH SCHOOL	29.108707	-81.016027	Schools				Moderate	160 MPH	
R. J. LONGSTREET ELEMENTARY SCHOOL	29.176687	-80.986041	Schools		X	X	Moderate	160 MPH	

CORONADO BEACH ELEMENTARY SCHOOL	29.002761	-80.878685	Schools		X	X	High	160 MPH	
READ-PATTILLO ELEMENTARY SCHOOL	29.010897	-80.919753	Schools		X	X	Moderate	160 MPH	X
SACRED HEART CATHOLIC SCHOOL	29.038981	-80.934583	Schools		X	X	Moderate	160 MPH	
KNIGHT'S CHRISTIAN ACADEMY	29.022958	-80.923193	Schools	X	X	X	Low	160 MPH	X
NEW SMYRNA BEACH HIGH SCHOOL	29.003172	-80.930417	Schools		X	X	Moderate	160 MPH	
NEW SMYRNA BEACH MIDDLE SCHOOL	29.00452	-80.923569	Schools		X	X	Moderate	160 MPH	
CHISHOLM ELEMENTARY SCHOOL	29.030038	-80.932675	Schools		X	X	Low	160 MPH	X
BETHEL CHRISTIAN ACADEMY	29.024306	-80.933056	Schools		X	X	Low	160 MPH	AE
BURNS SCIENCE AND TECHNOLOGY CHARTER	28.862161	-80.848962	Schools				Low	160 MPH	
INDIAN RIVER ELEMEN	28.945576	-80.891184	Schools			X	Moderate	160 MPH	

TARY SCHOOL									
EDGEHOP CHRISTIAN ACADEMY	28.94675	-80.88452	Schools			X	Moderate	160 MPH	
EDGEWATER PUBLIC SCHOOL	28.984204	-80.907127	Schools		X	X	Moderate	160 MPH	
DISCOVERY DAYS INSTITUTE OF LEARNING	28.994507	-80.908779	Schools		X	X	Moderate	160 MPH	
LITTLE EXPLORERS MONTESSORI	29.000404	-80.912488	Schools		X	X	Moderate	160 MPH	
DAYTONA STATE COLLEGE - NEW SMYRNA BE...	28.999955	-80.926968	Schools		X	X	Moderate	160 MPH	
PATHWAYS ELEMENTARY SCHOOL	29.272286	-81.135136	Schools				Moderate	160 MPH	
CALVARY CHRISTIAN ACADEMY	29.257414	-81.118765	Schools			X	High	160 MPH	
CHAMPION ELEMENTARY SCHOOL	29.207816	-81.137	Schools				High	160 MPH	A
THE CHILDRENS HOUSE	29.252387	-81.129993	Schools				Moderate	160 MPH	
RIVERBEND	29.249844	-81.134899	Schools				Moderate	160 MPH	

ACADEMY									
VOLUSIA REGIONAL JUVENILE DETENTION C...	29.136766	-81.142734	Schools				Moderate	160 MPH	
DAYTONA JUVENILE RESIDENTIAL FACILITY	29.136718	-81.142758	Schools				Moderate	160 MPH	
STEWART TREATMENT CENTER	29.144914	-81.152038	Schools				Moderate	150 MPH	
DEPT. OF CORRECTIONS EDUCATIONAL PROGRAM	29.140435	-81.149447	Schools				Moderate	160 MPH	
ROCK CHURCH ACADEMY	29.091007	-81.050648	Schools				High	160 MPH	
SAMSULA ACADEMY	29.022283	-81.050897	Schools				High	160 MPH	
SPACE COAST CHRISTIAN ACADEMY	29.02075	-81.050837	Schools				High	160 MPH	
CYPRESS CREEK ELEMENTARY SCHOOL	29.083122	-81.027195	Schools			X	Moderate	160 MPH	
TLC KIDS CARE	29.089508	-81.048664	Schools			X	High	160 MPH	
CREEKSIDE	29.06639	-81.04165	Schools				Moderate	160 MPH	

MIDDLE SCHOOL									
T. DEWITT TAYLOR MIDDLE-HIGH SCHOOL	29.246292	-81.457942	Schools				High	150 MPH	
PIERSON ELEMENTARY SCHOOL	29.24407	-81.463728	Schools				Moderate	150 MPH	
STETSON BAPTIST CHRISTIAN SCHOOL	29.035795	-81.323928	Schools				Moderate	150 MPH	
LOUISE S. MCINNIS ELEMENTARY SCHOOL	29.123646	-81.350978	Schools				Moderate	150 MPH	
CITRUS GROVE ELEMENTARY SCHOOL	29.03934	-81.33579	Schools				Moderate	150 MPH	
GEORGE W. MARKS ELEMENTARY SCHOOL	29.046084	-81.297041	Schools				High	150 MPH	
BLUE LAKE ELEMENTARY SCHOOL	29.030888	-81.276335	Schools				High	150 MPH	
FREEDOM ELEMENTARY SCHOOL	28.994105	-81.271431	Schools				High	150 MPH	
DAYTONA STATE COLLEGE - DELAND	29.012027	-81.243074	Schools				High	150 MPH	

DELAND MIDDLE SCHOOL	29.00428	-81.297508	Schools				Moderate	150 MPH	
FLORIDA TECHNICAL COLLEGE - DELAND CA...	29.009117	-81.300638	Schools				Low	150 MPH	
ESE RELATED SERVICES	29.030191	-81.308641	Schools				Low	150 MPH	
PK CHILD CARE PROGRAM	29.03016	-81.308493	Schools				Low	150 MPH	
ST BARNABAS EPISCOPAL SCHOOL	29.033073	-81.308361	Schools				Moderate	150 MPH	
CASA MONTESSORI	29.030416	-81.315724	Schools				Moderate	150 MPH	
DELAND HIGH SCHOOL	29.04167	-81.283963	Schools				Moderate	150 MPH	
CHILDREN'S HOUSE MONTESSORI SCHOOL	29.03961	-81.294212	Schools				Moderate	150 MPH	
STETSON UNIVERSITY	29.03532	-81.300598	Schools				Moderate	150 MPH	
ST PETER CATHOLIC SCHOOL	29.028684	-81.309871	Schools				Low	150 MPH	
EDITH I. STARKE ELEMENTARY SCHOOL	29.015022	-81.308979	Schools				Moderate	150 MPH	
T.O.P ACADEMY	29.023427	-81.31071	Schools				Moderate	150 MPH	

WOODWARD AVENUE ELEMENTARY SCHOOL	29.010773	-81.33093	Schools				Moderate	150 MPH	
LIGHTHOUSE CHRISTIAN PREPARATORY ACADEMY	29.023706	-81.340996	Schools				Moderate	150 MPH	
SOUTHWESTERN MIDDLE SCHOOL	29.007525	-81.314277	Schools				Moderate	150 MPH	
RIVER SPRINGS MIDDLE SCHOOL	28.938783	-81.309237	Schools				High	150 MPH	
UNIVERSITY HIGH SCHOOL	28.931841	-81.313005	Schools				Moderate	150 MPH	
MANATEE COVE ELEMENTARY SCHOOL	28.939135	-81.300055	Schools				Moderate	150 MPH	
ORANGE CITY ELEMENTARY SCHOOL	28.951383	-81.291599	Schools				Moderate	150 MPH	
DEBARY ELEMENTARY SCHOOL	28.891186	-81.320685	Schools				Moderate	150 MPH	
HIGHBANKS LEARNING CENTER	28.890781	-81.28507	Schools				Moderate	150 MPH	
THE READING EDGE ACADEMY	28.895049	-81.28271	Schools				Moderate	150 MPH	

SUNRISE ACADEMY	28.908694	-81.291039	Schools				Moderate	150 MPH	
IVY HAWN CHARTER SCHOOL OF THE ARTS	28.977978	-81.230821	Schools				Moderate	150 MPH	
VOLUSIA PINES ELEMENTARY SCHOOL	28.972109	-81.226144	Schools				Moderate	150 MPH	
BLAKE MEMORIAL DAY SCHOOL	28.985447	-81.23439	Schools				Moderate	150 MPH	
SPIRIT ELEMENTARY SCHOOL	28.90587	-81.242265	Schools				Moderate	150 MPH	
DISCOVERY ELEMENTARY SCHOOL	28.89193	-81.250276	Schools				Low	150 MPH	
DELTONA CHRISTIAN SCHOOL	28.881367	-81.242761	Schools				High	150 MPH	
LEGACY SCHOLARS ACADEMY	28.868067	-81.264032	Schools				Moderate	150 MPH	
ENTERPRISE ELEMENTARY SCHOOL	28.871599	-81.265077	Schools				Moderate	150 MPH	
DELTONA MIDDLE SCHOOL	28.877966	-81.272431	Schools				High	150 MPH	
ALDERSGATE ACADEMY	28.868036	-81.266585	Schools				High	150 MPH	

ACADEMY OF CAREER TRAINING - DELTONA ...	28.897291	-81.26743	Schools				Moderate	150 MPH	A
DELTONA LAKES ELEMENTARY SCHOOL	28.921411	-81.217434	Schools				High	150 MPH	
FRIENDSHIP ELEMENTARY SCHOOL	28.93433	-81.188547	Schools				High	150 MPH	
DAYTONA STATE COLLEGE - DELTONA CAMPUS	28.929134	-81.221587	Schools				High	150 MPH	
CENTRAL FELLOWSHIP CHRISTIAN ACADEMY	28.970383	-81.214722	Schools				Moderate	150 MPH	
HERITAGE MIDDLE SCHOOL	28.891873	-81.172056	Schools				High	150 MPH	
SUNRISE ELEMENTARY SCHOOL	28.881496	-81.175491	Schools				High	150 MPH	
GOOD SHEPHERD ACADEMY	28.883624	-81.166778	Schools				High	160 MPH	
FOREST LAKE ELEMENTARY SCHOOL	28.873479	-81.228619	Schools				High	150 MPH	
GATEWAY	28.870378	-81.250386	Schools				Moderate	150 MPH	

CHRISTIAN ACADEMY									
OSTEEN ELEMENTARY SCHOOL	28.854856	-81.175553	Schools				Moderate	150 MPH	
DELTONA HIGH SCHOOL	28.946599	-81.246415	Schools				Moderate	150 MPH	
GALAXY MIDDLE SCHOOL	28.929963	-81.230095	Schools				High	150 MPH	
TIMBERCREST ELEMENTARY SCHOOL	28.932539	-81.231045	Schools				High	150 MPH	
TRINITY CHRISTIAN ACADEMY	28.924473	-81.254251	Schools				Moderate	150 MPH	
PRIDE ELEMENTARY SCHOOL	28.89545	-81.162071	Schools				High	160 MPH	
PINE RIDGE HIGH SCHOOL	28.886829	-81.162	Schools				High	160 MPH	
MAINLAND HIGH SCHOOL	29.197773	-81.050885	Schools				Moderate	160 MPH	
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY-...	29.189219	-81.049481	Schools				Low	160 MPH	
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY-...	29.189241	-81.04955	Schools				Low	160 MPH	
VOLUSIA COUNTY SHERIFFS	29.330169	-81.121731	Police Stations				Moderate	160 MPH	

, DEPARTMENT									
ORMOND BEACH POLICE DEPARTMENT	29.282882	-81.060763	Police Stations			X	Moderate	160 MPH	
HOLLY HILL POLICE DEPARTMENT	29.245118	-81.040025	Police Stations			X	Moderate	160 MPH	
DAYTONA BEACH POLICE DEPARTMENT - SUB...	29.223916	-81.00984	Police Stations			X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFF'S OFFICE - BEA...	29.218758	-81.003544	Police Stations			X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS, DEPARTMENT	29.215296	-81.023479	Police Stations		X	X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS, DEPARTMENT	29.215451	-81.021655	Police Stations	X	X	X	Moderate	160 MPH	X
VOLUSIA COUNTY SHERIFFS, DEPARTMENT	29.210803	-81.013856	Police Stations		X	X	Moderate	160 MPH	
DAYTONA BEACH POLICE DEPARTMENT - HEA...	29.200853	-81.037924	Police Stations		X	X	Moderate	160 MPH	
SOUTH DAYTONA CITY	29.181315	-81.007999	Police Stations		X	X	Moderate	160 MPH	

POLICE DEPARTMENT									
PORT ORANGE POLICE DEPARTMENT	29.120974	-81.017651	Police Stations				Moderate	160 MPH	
DAYTONA BEACH SHORES DEPARTMENT OF PU...	29.165794	-80.977512	Police Stations			X	Moderate	160 MPH	
PONCE INLET POLICE DEPARTMENT	29.120525	-80.95343	Police Stations	X	X	X	High	160 MPH	
NEW SMYRNA BEACH POLICE DEPARTMENT	29.047528	-80.940733	Police Stations		X	X	Moderate	160 MPH	X
VOLUSIA COUNTY SHERIFF - CIVIL DIVISION	29.025763	-80.921305	Police Stations	X	X	X	Moderate	160 MPH	X
OAK HILL POLICE DEPARTMENT	28.858865	-80.851223	Police Stations			X	Low	160 MPH	
EDGEWATER POLICE DEPARTMENT	28.9929	-80.905274	Police Stations	X	X	X	Moderate	160 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.14645	-81.148881	Police Stations				High	160 MPH	
VOLUSIA SHERIFFS DEPARTMENT - OPERATI...	29.143009	-81.145737	Police Stations				Moderate	160 MPH	

FLORIDA HIGHWAY PATROL TROOP D - DELAND	29.058843	-81.274394	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	29.060195	-81.286195	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFF'S OFFICE	29.029516	-81.305028	Police Stations				Low	150 MPH	
DE LAND POLICE DEPARTMENT	29.026709	-81.306963	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT	29.029247	-81.29975	Police Stations				Low	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT LA...	28.998411	-81.304743	Police Stations				Moderate	150 MPH	
ORANGE CITY POLICE DEPARTMENT	28.949593	-81.298117	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	28.884067	-81.308005	Police Stations				Moderate	150 MPH	
LAKE HELEN POLICE	28.977731	-81.231476	Police Stations				Moderate	150 MPH	

DEPARTMENT									
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	28.906735	-81.225344	Police Stations				Moderate	150 MPH	
VOLUSIA COUNTY SHERIFFS' DEPARTMENT - ...	29.184706	-81.060813	Police Stations				Low	160 MPH	
Volusia County Fire Services Station ...	29.328796	-81.112381	Fire Stations			X	Low	160 MPH	
Volusia County Fire Services Station ...	29.404343	-81.144829	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	29.335375	-81.061142	Fire Stations			X	Low	160 MPH	
Ormond Beach Fire Department Station 91	29.282549	-81.036049	Fire Stations		X	X	Moderate	160 MPH	
Ormond Beach Fire Department Station 93	29.290686	-81.068626	Fire Stations		X	X	Moderate	160 MPH	X
Ormond Beach Fire	29.275469	-81.082367	Fire Stations				Low	160 MPH	

Department Station 92									
Volusia County Fire Services Station ...	29.244341	-81.071419	Fire Stations				Moderate	160 MPH	
Holly Hill Fire Rescue Station 96	29.243544	-81.038338	Fire Stations			X	Moderate	160 MPH	
Daytona Beach Fire Department Station 3	29.239725	-81.021317	Fire Stations			X	Moderate	160 MPH	
Daytona Beach Fire Department Station 5	29.216045	-81.045746	Fire Stations		X	X	Moderate	160 MPH	
Daytona Beach Fire Department Station 1	29.208252	-81.01696	Fire Stations	X	X	X	Moderate	160 MPH	X
Daytona Beach Fire Department Station 4	29.210711	-81.067894	Fire Stations				Moderate	160 MPH	
South Daytona Fire Department	29.181292	-81.008041	Fire Stations		X	X	Moderate	160 MPH	
Port Orange Fire Rescue Department St...	29.12542	-81.02359	Fire Stations				Moderate	160 MPH	

Port Orange Fire Rescue Department St...	29.104071	-80.987793	Fire Stations	X	X	X	Moderate	160 MPH	X
Port Orange Fire and Rescue Department	29.140692	-80.986359	Fire Stations	X	X	X	Moderate	160 MPH	
Daytona Beach Fire Department Station 2	29.202818	-80.998535	Fire Stations		X	X	Moderate	160 MPH	
Daytona Beach Shores Department of Pu...	29.166441	-80.97776	Fire Stations			X	Moderate	160 MPH	
Ponce Inlet Fire Rescue Department	29.098698	-80.941292	Fire Stations	X	X	X	Moderate	160 MPH	X
New Smyrna Beach Fire and Rescue Fire...	29.029137	-80.899757	Fire Stations	X	X	X	High	160 MPH	X
Volusia County Fire Services Station ...	28.979507	-80.860939	Fire Stations	X	X	X	Moderate	160 MPH	
New Smyrna Beach Fire and Rescue Fire...	29.049016	-80.93711	Fire Stations		X	X	High	160 MPH	
New Smyrna Beach Fire	29.025545	-80.922874	Fire Stations	X	X	X	Low	160 MPH	X

Department									
Volusia County Fire Services Station ...	29.018578	-80.945824	Fire Stations	X	X	X	Low	160 MPH	X
Volusia County Fire Services Station	28.870298	-80.850899	Fire Stations		X	X	Low	160 MPH	
Edgewater Department of Fire Rescue S...	28.953962	-80.895821	Fire Stations			X	Moderate	160 MPH	
Edgewater Department of Fire Rescue S...	28.975962	-80.897278	Fire Stations			X	Moderate	160 MPH	
Ormond Beach Fire Department Station 94	29.274183	-81.146088	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Training Center	29.1467	-81.153572	Fire Stations				High	150 MPH	
Port Orange Fire Rescue Department St...	29.111418	-81.052704	Fire Stations				Moderate	160 MPH	
New Smyrna Beach Fire and	29.015745	-80.995117	Fire Stations				High	160 MPH	

Rescue Station									
Volusia County Fire Services Station	28.730654	-81.032677	Fire Stations				High	160 MPH	
Volusia County Fire Services Station ...	29.082958	-81.066414	Fire Stations			X	Moderate	160 MPH	
Port Orange Fire Rescue Department St...	29.068159	-81.038208	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	29.242687	-81.466835	Fire Stations				Moderate	150 MPH	
Deland Fire Department Station 82	29.055044	-81.307663	Fire Stations				Moderate	150 MPH	
Volusia County Fire Rescue DeLeon Spr...	29.118317	-81.34951	Fire Stations				Moderate	150 MPH	
Volusia County Fire Services Glenwood...	29.072231	-81.327965	Fire Stations				High	150 MPH	
Volusia County Fire Services Kepler R...	29.061321	-81.26252	Fire Stations				Moderate	150 MPH	
Deland Fire	29.000546	-81.263062	Fire Stations				Moderate	150 MPH	

Department Station 83									
Deland Fire Department Station 81	29.026661	-81.30574	Fire Stations				Moderate	150 MPH	
Volusia County Fire Rescue Saint John...	29.022877	-81.359039	Fire Stations				High	150 MPH	
Volusia County Fire Rescue Spring Lak...	28.977438	-81.301079	Fire Stations				High	150 MPH	
Orange City Fire Department Station 68	28.918688	-81.292389	Fire Stations				Low	150 MPH	
Orange City Fire Department	28.950084	-81.29812	Fire Stations				Moderate	150 MPH	
Volusia County Fire Station 33 Debary	28.883015	-81.308228	Fire Stations				Moderate	150 MPH	
Volusia County Fire Services Station ...	28.985029	-81.242889	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Statio...	28.900116	-81.271469	Fire Stations				Moderate	150 MPH	

Deltona Fire Rescue Department Statio...	28.879847	-81.174805	Fire Stations				High	150 MPH	
Volusia County Fire Services Station ...	28.846548	-81.16304	Fire Stations				Moderate	160 MPH	
Volusia County Fire Services Station ...	28.857195	-81.2248	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Station	28.906279	-81.225914	Fire Stations				Moderate	150 MPH	
Deltona City Fire Station 65	28.947231	-81.232574	Fire Stations				Moderate	150 MPH	
Deltona Fire Rescue Department Station	28.923847	-81.189384	Fire Stations				Moderate	150 MPH	
Daytona Beach Fire Department Station 6	29.163551	-81.058022	Fire Stations				Moderate	160 MPH	A
Volusia County Fire Rescue Daytona Be...	29.178478	-81.057175	Fire Stations				Low	160 MPH	
VOLUSIA COUNTY EMERGENCY	29.140482	-81.144876	Emergency Operations Centers				Moderate	160 MPH	

MANAGEMENT									
VOLUSIA COUNTY EOC	29.029469	-81.304948	Emergency Operations Centers				Low	150 MPH	

Table 4: Water and Sewage Hazard Analysis

Asset Name	Asset Type	Asset Owner	Cat 1 Surge	Cat 3 Surge	Cat 5 Surge	Wildfire Risk	Wind Zone	FEMA Flood Zone
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Private			X	Moderate	160mph	
Taxiway Lindy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ohio Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Navel Orange Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Quail View Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A
Bella Vista Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
H H Birch Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	High	160mph	AE
Ridgewood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Coleman Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Low	160mph	AE

Charles Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Douglas Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	AE
Lewis Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Navajo Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Golden Bay Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County	X	X	X	Moderate	160mph	X
Fishermans Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
Ariel Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	High	160mph	
Ridgewood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Very High	160mph	
Division Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Moonlight Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	

Greenleaf Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Southlake Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				High	150mph	
Industrial Lift Station	Stormwater Treatment Facilities And Pump Stations	Orange City				Moderate	150mph	
Dr Martin Luther King Lift Sta	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Debary Plantation Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	A
Quail Hill Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Halifax Crossings Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Very High	150mph	
Tullamore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	160mph	
Lazio Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Florida Willow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Porter Rye Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Terrapin Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Kenmare Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Killarney Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Peninsula Winds Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Barrier Isle Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	

Sandpiper Ridge Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County		X	X	Moderate	160mph	
Pelican Dunes Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Red John Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Plantation Oaks Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X		160mph	
Roscommon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Speerin Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Low	160mph	
Carlow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	A

Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Cessna Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Taxiway Lindy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Spruce Creek Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Roscoe Turner Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Autumn Leaves Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	160mph	
Forest Edge Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Wolf Pack Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Blaney Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A

Eustace Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Terrace Hills Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Florence Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Kingslake Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Debary Plantation Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Eagles Estates Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Dogwood Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Highbanks Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Legion Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Dirksen Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Fairway Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Glen Club Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Pine Valley Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	A

Pine Meadow Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Glen Abbey Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Toronto Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Grand Plaza Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Volusia Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Water Oak Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Moss Point Cove Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
James Pond Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Normandy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Normandy Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Treemonte Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Saxon Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	

Verde Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Hammock Oak Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Enterprise Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Horseshoe Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Warrior Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	AE
Arrowhead Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Kettledrum Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Stone Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	AE
Howland Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

Wild Pepper Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Dr Martin L King Jr Lift Stati	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Baron Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	
Spurce Creek Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Very Low	160mph	
Monaghan Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	High	160mph	
Bass Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	AE
Shell Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Eustace Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Plantation Club Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	A
Leisure Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	

New Hope Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Fairlawn Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Garfield Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	150mph	
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Highbanks Lift Station	Stormwater Treatment Facilities And Pump Stations	Debary				Very Low	150mph	A
Charles R Beall Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Acoma Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				High	160mph	
Ocean Shore Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County			X	Moderate	160mph	

Rosa Bella Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Integra Reserve Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Low	150mph	
Lazio Lift Station	Stormwater Treatment Facilities And Pump Stations	Volusia County				Moderate	150mph	
Four Towns Wwtp	Wastewater Treatment Facilities And Lift Stations	Volusia County				Low	150mph	
Vc/Southwest Regional Wwtf-2	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/Southeast Regional Wwtf-7	Wastewater Treatment Facilities And Lift Stations	Volusia County			X	Low	160mph	
Vc/Halifax Plantation Wwtf-8	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	160mph	
West Volusia Transfer Station	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/Southwest Regional Wwtf-1	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	
Vc/New Hope Wwtp-20	Wastewater Treatment Facilities And Lift Stations	Volusia County				Very High	150mph	

Vc/Pelican Dunes Wwtp-9	Wastewater Treatment Facilities And Lift Stations	Volusia County			X	Moderate	160mph	
Vc/Pine Island Wwtp-10	Wastewater Treatment Facilities And Lift Stations	Volusia County				Moderate	150mph	AE
Tomoka Landfill Leachate Sprayfield	Wastewater Treatment Facilities And Lift Stations	Volusia County				High	160mph	A
Vc/Halifax Plantation Wtp-8	Drinking Water Facilities					Low	160mph	
Vc/Southwest Wtp-1d	Drinking Water Facilities					Low	150mph	
Vc/Spruce Creek Wtp-15	Drinking Water Facilities				X	Moderate	160mph	
Vc/Southwest Wtp-1a	Drinking Water Facilities					Moderate	150mph	
Vc/Southwest Wtp-1b	Drinking Water Facilities					Moderate	150mph	
Vc/Southwest Wtp-2	Drinking Water Facilities					Moderate	150mph	
Chuck Lennon Park	Drinking Water Facilities					Low	150mph	
Highbridge Park	Drinking Water Facilities		X	X	X	High	160mph	X
Oak Hill Medical Clinic	Drinking Water Facilities			X	X	High	160mph	
Mary Deweese Park	Drinking Water Facilities				X	Moderate	160mph	
Osteen R&B Barn	Drinking Water Facilities					Low	160mph	

Lake Beresford Park	Drinking Water Facilities					High	150mph	
Lake Dias	Drinking Water Facilities					Moderate	150mph	
Nancy Cummings Park	Drinking Water Facilities			X	X	Moderate	160mph	
Green Springs Park	Drinking Water Facilities					High	150mph	
Bill Keller Park	Drinking Water Facilities					Moderate	150mph	A
Vc/Southwest Wtp-1c	Drinking Water Facilities					Moderate	150mph	
Lake Ashby Park	Drinking Water Facilities					High	160mph	
Hester Park / Malloy School	Drinking Water Facilities					Moderate	150mph	
Cassadaga Wtp	Drinking Water Facilities					High	150mph	
Vc/New Hope Wtp-20	Drinking Water Facilities					Moderate	150mph	
Vc/Pine Island Wtp-10	Drinking Water Facilities					Moderate	150mph	
Beck Ranch Wtp	Drinking Water Facilities					Moderate	150mph	
Osteen Civic Center	Drinking Water Facilities					Moderate	160mph	
Shell Harbor Park	Drinking Water Facilities					High	150mph	AE

APPENDIX F: ASSET IDENTIFICATION AND VULNERABILITY PER JURISDICTION

This analysis involves numerous sources, such as:

- HAZUS
- National Hurricane Center
- ECFRPC
- Volusia County and Jurisdictions
- FDEP

JURISDICTION APPENDIX: DAYTONA BEACH

Table 1: Asset Location and Surge Vulnerability - Daytona Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Select Specialty Hospital - Daytona B...	Medical Care Facilities	12127080808	301 Memorial Medical Parkway, 11th Floor	29.242562	-81.107419	5
Adventhealth Daytona Beach	Medical Care Facilities	12127080808	301 Memorial Medical Pkwy	29.24311	-81.107657	5
Halifax Psychiatric Center-North	Medical Care Facilities	12127081702	841 Jimmy Ann Dr	29.21402	-81.068593	5
Halifax Health Medical Center	Medical Care Facilities	12127081800	303 N Clyde Morris Blvd	29.202385	-81.054828	5
Daytona Beach Veterans Affairs Outpat...	Medical Care Facilities	12127082303	551 National Health Care Drive	29.206409	-81.061756	5
Volusia County Emergency Management	Emergency Operations Centers	12127083206	49 Keyton Drive	29.140482	-81.144876	5
Daytona Beach Fire Department Station 6	Fire Stations	12127092500	2020 Beville Road	29.163551	-81.058022	5
Volusia County Fire Rescue Daytona Be...	Fire Stations	12127092500	2316 Bellevue Avenue Extension	29.178478	-81.057175	5
Volusia County Fire Services Training...	Fire Stations	12127083206	3889 Tiger Bay Road	29.1467	-81.153572	5
Daytona Beach Fire Department Station 3	Fire Stations	12127081201	945 North Halifax Avenue	29.239725	-81.021317	5
Daytona Beach Fire Department Station 2	Fire Stations	12127082604	126 Botefuhr Avenue	29.202818	-80.998535	5
South Daytona Fire Department	Fire Stations	12127082401	1672 South Ridgewood Avenue	29.181292	-81.008041	5
Volusia County Fire Services Station ...	Fire Stations	12127083211	1979 Taylor Road	29.082958	-81.066414	5

Daytona Beach Fire Department Station 1	Fire Stations	12127082000	301 South Beach Street	29.208252	-81.01696	5
Daytona Beach Fire Department Station 4	Fire Stations	12127082303	1675 Mason Avenue	29.210711	-81.067894	5
Daytona Beach Fire Department Station 5	Fire Stations	12127081600	627 North Nova Road	29.216045	-81.045746	5
Volusia County Sheriff's Office - Bea...	Police Stations	12127081300	515 South Atlantic Avenue	29.218758	-81.003544	5
South Daytona City Police Department	Police Stations	12127082401	1672 South Ridgewood Avenue	29.181315	-81.007999	5
Volusia County Sheriffs Department - ...	Police Stations	12127092500	700 Catalina Drive	29.184706	-81.060813	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	251 North Ridgewood Avenue	29.215296	-81.023479	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	250 North Beach Street, Suite 119	29.215451	-81.021655	5
Volusia County Sheriffs Department - ...	Police Stations	12127083206	3825 Tiger Bay Road	29.14645	-81.148881	5
Volusia Sheriffs Department - Operati...	Police Stations	12127083206	1330 Indian Lake Road	29.143009	-81.145737	5
Volusia County Sheriffs Department - ...	Police Stations	12127082000	125 East Orange Avenue	29.210803	-81.013856	5
Daytona Beach Police Department - Sub...	Police Stations	12127081202	510 Harvey Avenue	29.223916	-81.00984	5
Daytona Beach Police Department - Hea...	Police Stations	12127082100	990 Orange Avenue	29.200853	-81.037924	5

The Chiles Academy	Schools	12127081900	868 George W Engram Blvd	29.213284	-81.039736	
Volusia Regional Juvenile Detention C...	Schools	12127083206	3840 Old Deland Rd	29.136766	-81.142734	
Richard Milburn Academy	Schools	12127081800	1031 Mason Ave	29.217315	-81.049547	
Palm Terrace Elementary School	Schools	12127082302	1825 Dunn Ave	29.198401	-81.074249	
Riverview Learning Center	Schools	12127081201	801 N Wild Olive Ave	29.238417	-81.016584	
David C. Hinson Sr. Middle School	Schools	12127080808	1860 N Clyde Morris Blvd	29.239699	-81.094684	
Mainland High School	Schools	12127092500	1255 W International Speedway Blvd	29.197773	-81.050885	
Amikids Volusia	Schools	12127081702	1420 Mason Ave Ste A	29.213356	-81.063596	
Daytona Juvenile Residential Facility	Schools	12127083206	1386 Indian Lake Rd	29.136718	-81.142758	
Seabreeze High School	Schools	12127081101	2700 N Oleander Ave	29.266532	-81.02991	
Turie T. Small Elementary School	Schools	12127082100	800 South St	29.195917	-81.027159	
Campbell Middle School	Schools	12127082100	625 S Keech St	29.195004	-81.030466	
Ortona Elementary School	Schools	12127081102	1265 N Grandview Ave	29.24729	-81.02356	
Stewart Treatment Center	Schools	12127083206	3875 Tiger Bay Rd	29.144914	-81.152038	
Halifax Behavioral Services	Schools	12127081702	841 Jimmy Ann Dr	29.214037	-81.06858	
Dept. Of Corrections Educational Program	Schools	12127083206	1300 Red John Dr	29.140435	-81.149447	
Westside Elementary School	Schools	12127082302	1700 5th St	29.224138	-81.071315	
Easter Seals Child Development Center...	Schools	12127081800	1219 Dunn Ave	29.206916	-81.054454	
R. J. Longstreet	Schools	12127082605	2745 S Peninsula Dr	29.176687	-80.986041	

Elementary School						
Champion Elementary School	Schools	12127083205	921 Tournament Dr	29.207816	-81.137	
Basilica School Of St Paul	Schools	12127081500	317 Mullally St	29.216946	-81.027161	
Halifax Academy	Schools	12127082302	275 N Williamson Blvd	29.189019	-81.081327	
Daytona Beach Christian Academy	Schools	12127082415	1850 S Clyde Morris Blvd	29.170829	-81.038026	
Lourdes Academy	Schools	12127081102	1014 N.Halifax Ave	29.2418	-81.02111	
Father Lopez Catholic High School	Schools	12127081600	3918 Lpga Blvd	29.218548	-81.045937	
Mount Calvary Academy	Schools	12127082100	700 Bellevue Ave	29.194227	-81.024035	
Living Faith Academy	Schools	12127081701	950 Derbyshire Rd	29.229362	-81.064155	
Imagination Station Too Montessori	Schools	12127081201	528 N Peninsula Dr	29.233445	-81.016323	
Pure In Heart Christian Acad& Perform...	Schools	12127082000	121 S Palmetto Ave	29.210732	-81.020541	
Daytona State College - Advanced Tech...	Schools	12127080808	1770 Technology Blvd	29.232026	-81.098931	
Daytona State College - News-Journal ...	Schools	12127082000	221 North Beach St	29.21517	-81.019609	
University Of Central Florida - Dayto...	Schools	12127081800	1200 W. International Speedway Blvd.	29.201995	-81.048576	
Daytona State College	Schools	12127081800	1200 W. International Speedway Blvd.	29.202259	-81.051285	
Embry-Riddle Aeronautical University-...	Schools	12127092500	1 Aerospace Blvd.	29.189219	-81.049481	
Bethune-Cookman University	Schools	12127082000	640 Dr Mary Mcleod Bethune Blvd	29.210556	-81.031595	
Embry-Riddle Aeronautical University-...	Schools	12127092500	1 Aerospace Blvd.	29.189241	-81.04955	

Wesh Ch 2	Communication Facilities	12127090804		28.93832	-81.3159	
Wven-Tv Ch 26	Communication Facilities	12127090102		29.28637	-81.4934	
Wndb 1150	Communication Facilities	12127080805		29.23526	-81.07172	
Wrod 1340	Communication Facilities	12127082201		29.18887	-81.00756	
Wdyb-Lp Ch 53	Communication Facilities	12127080902		29.23165	-81.04172	
Wmfj 1450	Communication Facilities	12127081500		29.22526	-81.02478	
Wjhm Ch 270	Communication Facilities	12127090804		28.92138	-81.31895	
Vehicle Maintenance Facility	Waste Water Facilities	12127081500	412 North Seagrave Avenue	29.217501	-81.0289	
Daytona Beach/Bethune Point (D	Waste Water Facilities	12127082201	1 Shady Place	29.196199	-81.008301	
Dots Terminal	Bus Facilities	1034 N Nova Rd	12127081702	29.226	-81.0511	
Greyhound Bus Station	Bus Facilities	138 S Ridgewood Ave	12127082000	29.2101	-81.023	
Daytona Bch Mun Yacht Basin	Port Facilities	12127081300	Intracoastal Waterway, Jacksonville T...	29.21716	-81.01551	
Total Asset Count:	**74**					

JURISDICTION APPENDIX: DAYTONA BEACH SHORES

Table 2:Asset Location and Surge Vulnerability - Daytona Beach Shores

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Daytona Beach Shores Department Of Pu...	Fire Stations	12127082605	3050 South Atlantic Avenue	29.16644	-80.9778	5
Daytona Beach Shores Department Of Pu...	Police Stations	12127082605	3050 South Atlantic Avenue	29.16579	-80.9775	5
Total Asset Count:	**2**					

JURISDICTION APPENDIX: DEBARY

Table 3:Asset Location and Surge Vulnerability - DeBary

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Station 33 Debary	Fire Stations	12127090905	93 South Charles Richard Beall Boulevard	28.88302	-81.3082	5
Volusia County Sheriffs Department - ...	Police Stations	12127090905	94 South United States Highway 17-92	28.88407	-81.308	5
The Reading Edge Academy	Schools	12127090905	2975 Enterprise Rd	28.89505	-81.2827	
Highbanks Learning Center	Schools	12127090905	336 E Highbanks Rd	28.89078	-81.2851	
Debary Elementary School	Schools	12127090903	88 W Highbanks Rd	28.89119	-81.3207	
Florida Power & Light Co	Electric Power Facilities	12127090904	950 S Hwy 17-92	28.84316	-81.3255	
Duke Energy Florida, Llc	Electric Power Facilities	12127090803	176 West Highbanks Rd.	28.90386	-81.3323	
Total Asset Count:	**7**					

JURISDICTION APPENDIX: DELAND

Table 4: Asset Location and Surge Vulnerability - Deland

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth Deland	Medical Care Facilities	12127090202	701 W Plymouth Ave	29.04365	-81.3173	5
Volusia County Emergency Operations C...	Emergency Operation Centers	12127090500	123 West Indiana Avenue	29.02947	-81.3049	5
Deland Fire Department Station 81	Fire Stations	12127090500	201 West Howry Avenue	29.02666	-81.3057	5
Deland Fire Department Station 83	Fire Stations	12127090306	1655 East Taylor Road	29.00055	-81.2631	5
Volusia County Fire Services Kepler R...	Fire Stations	12127090305	1885 Kepler Road	29.06132	-81.2625	5
Deland Fire Department Station 82	Fire Stations	12127090202	257 West International Speedway Boule...	29.05504	-81.3077	5
Volusia County Fire Rescue Spring Lak...	Fire Stations	12127090803	2850 Firehouse Road	28.97744	-81.3011	5
Volusia County Fire Services Glenwood...	Fire Stations	12127090204	920 Glenwood Road	29.07223	-81.328	5
Volusia County Fire Rescue Saint John...	Fire Stations	12127090701	2580 West State Highway 44	29.02288	-81.359	5
Volusia County Sheriffs Department - ...	Police Stations	12127090303	951 Singleton Drive	29.0602	-81.2862	5
De Land Police Department	Police Stations	12127090500	219 West Howry Avenue	29.02671	-81.307	5
Volusia County Sheriffs Department La...	Police Stations	12127090702	1706 South Woodland Boulevard	28.99841	-81.3047	5
Volusia County Sheriffs Department - ...	Police Stations	12127090500	101 North Alabama Avenue	29.02925	-81.2998	5

Volusia County Sheriff's Office	Police Stations	12127090500	123 West Indiana Avenue	29.02952	-81.305	
Florida Highway Patrol Troop D - Deland	Police Stations	12127090303	1551 East International Speedway Boul...	29.05884	-81.2744	
Deland Middle School	Schools	12127090307	1400 Aquarius Ave	29.00428	-81.2975	
Citrus Grove Elementary School	Schools	12127090204	729 Hazen Rd	29.03934	-81.3358	
George W. Marks Elementary School	Schools	12127090304	1000 N Garfield Ave	29.04608	-81.297	
Edith I. Starke Elementary School	Schools	12127090600	730 S Parsons Ave	29.01502	-81.309	
Deland High School	Schools	12127090402	800 N Hill Ave	29.04167	-81.284	
Freedom Elementary School	Schools	12127090306	1395 S Blue Lake Ave	28.99411	-81.2714	
Florida Technical College - Deland Ca...	Schools	12127090307	1199 South Woodland Blvd	29.00912	-81.3006	
Lighthouse Christian Preparatory Academy	Schools	12127090701	126 S Ridgewood Ave	29.02371	-81.341	
T.O.P Academy	Schools	12127090600	330 S Thompson Ave	29.02343	-81.3107	
Daytona State College - Deland	Schools	12127090306	1155 County Road 4139	29.01203	-81.2431	
Casa Montessori	Schools	12127090401	217 N Stone St Ste B	29.03042	-81.3157	
St Barnabas Episcopal School	Schools	12127090401	322 W Michigan Ave	29.03307	-81.3084	
Children's House Montessori School	Schools	12127090402	509 E Pennsylvania Ave	29.03961	-81.2942	
St Peter Catholic School	Schools	12127090500	421 W New York Ave	29.02868	-81.3099	
Stetson Baptist Christian School	Schools	12127090202	1025 W Minnesota Ave	29.0358	-81.3239	
Pk Child Care Program	Schools	12127090401	200 N Clara Ave	29.03016	-81.3085	

Southwestern Middle School	Schools	12127090702	605 W New Hampshire Ave	29.00753	-81.3143	
Blue Lake Elementary School	Schools	12127090304	282 N Blue Lake Ave	29.03089	-81.2763	
Ese Related Services	Schools	12127090401	200 N Clara Ave	29.03019	-81.3086	
Woodward Avenue Elementary School	Schools	12127090701	1201 S Woodward Ave	29.01077	-81.3309	
Stetson University	Schools	12127090402	421 N Woodland Blvd	29.03532	-81.3006	
Wynd 1310	Communication Facilities	12127090307		28.99943	-81.2981	
Wocl Ch 290	Communication Facilities	12127090804		28.92138	-81.319	
Wnda 1490	Communication Facilities	12127090600		29.01637	-81.2859	
Wnda 1490	Communication Facilities	12127090600		29.01832	-81.2995	
Deland, City Of - Wiley M Nash Wrf	Waste Water Facilities	12127090307	1032 S Amelia Ave	29.009	-81.2981	
Daytona Beach Intl	Airport Facilities	12127092500	123 W Indiana Ave	29.17992	-81.0581	
Deland Muni-Sidney H Taylor Field	Airport Facilities	12127090303	120 S. Florida Ave.	29.06703	-81.2838	
Advent Health Deland	Airport Facilities	12127090202	701 W Plymouth Ave	29.04463	-81.3178	
Highbride Park	Potable Water Facilities	12127080201	300 E. New Hampshire	29.40856	-81.0995	
Fla Power & Light Lake Monroe	Port Facilities	12127090904	St. Johns River, Fl Jacksonville To L...	28.83962	-81.3261	
Enterprise Fla	Port Facilities	12127091018	St. Johns River, Fl Jacksonville To L...	28.86845	-81.2721	
Total Asset Count:	**47**					

JURISDICTION APPENDIX: DELTONA

Table 5:Asset Location and Surge Vulnerability - Deltona

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Halifax Health UF Health Medical Cent...	Medical Care Facilities	12127091001		28.957659	-81.2557	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091030	1685 Providence Boulevard	28.906279	-81.2259	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091018	320 Diamond Street	28.900116	-81.2715	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091025	236 Fort Smith Boulevard	28.879847	-81.1748	5
Deltona Fire Rescue Department Statio...	Fire Stations	12127091036	2146 Howland Boulevard	28.923847	-81.1894	5
Deltona City Fire Station 65	Fire Stations	12127091032	2983 Howland Boulevard	28.947231	-81.2326	5
Volusia County Sheriffs Department - ...	Police Stations	12127091030	16941 Providence Blvd	28.906735	-81.2253	
Deltona Middle School	Schools	12127091018	250 Enterprise Rd	28.877966	-81.2724	
Sunrise Elementary School	Schools	12127091025	3155 Phonetia Dr	28.881496	-81.1755	
Deltona Christian School	Schools	12127091017	1200 Providence Blvd	28.881367	-81.2428	
Trinity Christian Academy	Schools	12127091033	875 Elkcam Blvd	28.924473	-81.2543	
Gateway Christian Academy	Schools	12127091028	950 Doyle Rd	28.870378	-81.2504	
Academy Of Career Training - Deltona ...	Schools	12127091018	1260 Deltona Boulevard	28.897291	-81.2674	
Daytona State College - Deltona Campus	Schools	12127091019	2351 Providence Blvd	28.929134	-81.2216	

Good Shepherd Academy	Schools	12127091025	750 Howland Blvd	28.883624	-81.1668	
Aldersgate Academy	Schools	12127091018	51 Childrens Way	28.868036	-81.2666	
Pine Ridge High School	Schools	12127091035	926 Howland Blvd	28.886829	-81.162	
Spirit Elementary School	Schools	12127091015	1500 Meadowlark Dr	28.90587	-81.2423	
Friendship Elementary School	Schools	12127091019	2746 Fulford St	28.93433	-81.1885	
Heritage Middle School	Schools	12127091025	1001 Parnell Ct	28.891873	-81.1721	
Galaxy Middle School	Schools	12127091032	2400 Eustace Ave	28.929963	-81.2301	
Forest Lake Elementary School	Schools	12127091028	1600 Doyle Rd	28.873479	-81.2286	
Timbercrest Elementary School	Schools	12127091032	2401 Eustace Ave	28.932539	-81.231	
Pride Elementary School	Schools	12127091035	1100 Learning Ln	28.89545	-81.1621	
Discovery Elementary School	Schools	12127091017	975 Abagail Dr	28.89193	-81.2503	
Deltona Lakes Elementary School	Schools	12127091019	2022 Adelia Blvd	28.921411	-81.2174	
Deltona High School	Schools	12127091032	100 Wolf Pack Run	28.946599	-81.2464	
Total Asset Count:	**27**					

JURISDICTION APPENDIX: EDGEWATER

Table 6: Asset Location and Surge Vulnerability - Edgewater

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Edgewater Department Of Fire Rescue S...	Fire Station	12127083008	1605 South Ridgewood Avenue	28.97596	-80.8973	5
Edgewater Department Of Fire Rescue S...	Fire Station	12127083006	2628 Hibiscus Drive	28.95396	-80.8958	5
Edgewater Police Department	Police Stations	12127083008	135 East Park Avenue	28.9929	-80.9053	5
Indian River Elementary School	Schools	12127083005	650 Roberts Rd	28.94558	-80.8912	
Edgewater Public School	Schools	12127083008	801 S Old County Rd	28.9842	-80.9071	
Little Explorers Montessori	Schools	12127083008	408 N Ridgewood Ave	29.0004	-80.9125	
Edgehop Christian Academy	Schools	12127083005	3042 S Ridgewood Ave Ste A	28.94675	-80.8845	
Discovery Days Institute Of Learning	Schools	12127083008	227 N Ridgewood Ave	28.99451	-80.9088	
Wkro-Fm Ch 226	Communicatio n Facilities	12127083003	Unknown	28.89471	-80.8853	
Wkto Ch 204	Communicatio n Facilities	12127083209	Unknown	29.04165	-81.0562	
Kennedy Space Cntr Federal Cre	Waste Water Facilities	12127083005	Unknown	28.9505	-80.8856	
Kennedy Park Improvements	Waste Water Facilities	12127083008	103 S Riverside Dr	28.9933	-80.9047	
Edgewater, City Of	Waste Water Facilities	12127082704	500 W Ocean Ave	28.9898	-80.8999	
Edgewater Fla	Port Facilities	12127083008	Intracoastal Waterway, Jacksonville T...	29.0016	-80.9065	
Total Asset Count:	**14**					

JURISDICTION APPENDIX: HOLLY HILL

Table 7: Asset Location and Surge Vulnerability - Holly Hill

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Station	12127080805	1580 Derbyshire Road	29.24434	-81.0714	5
Holly Hill Fire Rescue Station 96	Fire Station	12127081002	1030 Daytona Avenue	29.2062	-81.0362	5
Volusia County Sheriffs Department - ...	Police Stations	12127080102	1435 Us Hwy 1, Suite D-3	29.33017	-81.1217	5
Holly Hill Police Department	Police Stations	12127081002	1065 Ridgewood Avenue	29.24512	-81.04	5
Holly Hill School	Schools	12127080901	1500 Center Ave	29.24934	-81.0554	
Ubic Academy	Schools	12127080901	560 Flomich St	29.25283	-81.0554	
Installer Institute	Schools	12127081001	1524 Ridgewood Avenue	29.2546	-81.0468	
Wvyb Ch 277	Communication Facilities	12127080805	Unknown	29.23637	-81.0728	
Wapn Ch 218	Communication Facilities	12127081001	Unknown	29.25192	-81.0478	
Holly Hill, City Of (Dw)	Waste Water Facilities	12127081002	453 Lpga Boulevard	29.2447	-81.0341	
Total Asset Count:	**10**					

JURISDICTION APPENDIX: LAKE HELEN

Table 8: Asset Location and Surge Vulnerability - Lake Helen

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Station	12127091001	630 West Main Street	28.98503	-81.2429	5
Lake Helen Police Department	Police Stations	12127091001	493 South Lakeview Drive	28.97773	-81.2315	5
Blake Memorial Day School	Schools	12127091001	134 N Euclid Ave	28.98545	-81.2344	
Volusia Pines Elementary School	Schools	12127091001	500 E Kicklighter Rd	28.97211	-81.2261	
Central Fellowship Christian Academy	Schools	12127091021	626 E Kicklighter Rd	28.97038	-81.2147	
Ivy Hawn Charter School Of The Arts	Schools	12127091001	565 S Lakeview Dr Unit 110	28.97798	-81.2308	
Total Asset Count:	**6**					

JURISDICTION APPENDIX: NEW SMYRNA BEACH

Table 9: Asset Location and Surge Vulnerability - New Smyrna Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth New Smyrna Beach	Medical Care Facilities	12127082802	401 Palmetto St	29.02029	-80.9219	5
New Smyrna Beach Fire Department	Fire Stations	12127082802	103 Faulkner Street	29.02555	-80.9229	5
Volusia County Fire Services Station ...	Fire Stations	12127082903	1850 Pioneer Trail	29.01858	-80.9458	5
Volusia County Fire Services Station ...	Fire Stations	12127082704	4840 South Atlantic Avenue	28.97951	-80.8609	5
New Smyrna Beach Fire And Rescue Stat...	Fire Stations	12127083209	151 Williamson Boulevard Extension	29.01575	-80.9951	5
New Smyrna Beach Fire And Rescue Fire...	Fire Stations	12127082703	500 East 3rd Avenue	29.02914	-80.8998	5
New Smyrna Beach Fire And Rescue Fire...	Fire Stations	12127082802	1400 North Dixie Freeway	29.04902	-80.9371	5
Volusia County Sheriff - Civil Division	Police Stations	12127082802	101 Canal Street	29.02576	-80.9213	5
New Smyrna Beach Police Department	Police Stations	12127082802	1400 North Dixie Freeway	29.04753	-80.9407	5
Read-Pattillo Elementary School	Schools	12127082802	400 6th St	29.0109	-80.9198	
Chisholm Elementary School	Schools	12127082903	557 Ronnoc Ln	29.03004	-80.9327	
Samsula Academy	Schools	12127083209	248 N Samsula Dr	29.02228	-81.0509	
New Smyrna Beach Middle School	Schools	12127082902	1200 S Myrtle Ave	29.00452	-80.9236	
New Smyrna Beach High School	Schools	12127082902	1015 10th St	29.00317	-80.9304	
Coronado Beach	Schools	12127082705	3550 Michigan Ave	29.00276	-80.8787	

Elementary School						
Sacred Heart Catholic School	Schools	12127082802	1003 Turnbull St	29.03898	-80.9346	
Bethel Christian Academy	Schools	12127082903	312 N Duss St	29.02431	-80.9331	
Space Coast Christian Academy	Schools	12127083209	223 N Samsula Dr	29.02075	-81.0508	
Knight's Christian Academy	Schools	12127082802	310 Douglas St	29.02296	-80.9232	
Daytona State College - New Smyrna Be...	Schools	12127083009	940 10th St	28.99996	-80.927	
WJLU Ch 209	Communication Facilities	12127082902		29.00915	-80.9739	
WCEU Ch 15	Communication Facilities	12127083206		29.17359	-81.1565	
WSBB 1230	Communication Facilities	12127082802		29.03276	-80.9173	
New Smyrna Beach Utili...	Electric Power Facilities	12127082902	1000 Field Street	29.01732	-80.9329	
New Smyrna Beach Muni	Airport Facilities	12127082802	210 Sams Ave	29.05569	-80.9489	
New Smyrna Bch Municipal Whfs	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.03892	-80.9064	
Shrimp Docks New Smyrna Bch	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.03919	-80.9061	
Uscg Station, Ponce De Leon Inlet, Fl	Port Facilities	12127082701	Intracoastal Waterway, Jacksonville T...	29.06346	-80.9146	
Total Asset Count:	**28**					

JURISDICTION APPENDIX: OAK HILL

Table 10: Asset Location and Surge Vulnerability - Oak Hill

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (ft)
Volusia County Fire Services Station ...	Fire Stations	12127083003	213 North US Highway 1	28.8703	-80.8509	5
OAK HILL POLICE DEPARTMENT	Police Stations	12127083003	234 SOUTH UNITED STATES HIGHWAY 1	28.85887	-80.8512	5
BURNS SCIENCE AND TECHNOLOGY CHARTER ...	Schools	12127083003	160 RIDGE RD	28.86216	-80.849	
OAKHILL FISH DOCK	Port Facilities	12127083003	Intracoastal Waterway, Jacksonville t...	28.88228	-80.8425	
TOTAL ASSET COUNT:	**4**					

JURISDICTION APPENDIX: ORANGE CITY

Table 11: Asset Location and Surge Vulnerability - Orange City

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Adventhealth Fish Memorial	Medical Care Facilities	12127090806	1055 Saxon Blvd	28.91437	-81.2852	5
Orange City Fire Department	Fire Stations	12127090808	215 North Holly Avenue	28.95008	-81.2981	5
Orange City Fire Department Station 68	Fire Stations	12127090806	743 Harley Strickland Boulevard	28.91869	-81.2924	5
Orange City Police Department	Police Stations	12127090808	207 North Holly Avenue	28.94959	-81.2981	5
River Springs Middle School	Schools	12127090804	900 W Ohio Ave	28.93878	-81.3092	
Orange City Elementary School	Schools	12127090808	555 E University Ave	28.95138	-81.2916	
University High School	Schools	12127090804	1000 W Rhode Island Ave	28.93184	-81.313	
Sunrise Academy	Schools	12127090905	2700 Enterprise Rd Ste A	28.90869	-81.291	
Manatee Cove Elementary School	Schools	12127090804	734 W Ohio Ave	28.93914	-81.3001	
Total Asset Count:	**9**					

JURISDICTION APPENDIX: ORMOND BEACH

Table 12: Asset Location and Surge Vulnerability - Ormond Beach

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Stations	12127080102	3935 Old Dixie Highway	29.40434	-81.1448	5
Volusia County Fire Services Station ...	Fire Stations	12127080101	15 Southland Road	29.3288	-81.1124	5
Volusia County Fire Services Station ...	Fire Stations	12127080202	1716 Atlantic Avenue	29.33538	-81.0611	5
Ormond Beach Fire Department Station 92	Fire Stations	12127080803	189 South Nova Road	29.27547	-81.0824	5
Ormond Beach Fire Department Station 94	Fire Stations	12127083203	2300 Airport Road	29.27418	-81.1461	5
Ormond Beach Fire Department Station 93	Fire Stations	12127080600	300 Wilmette Avenue	29.29069	-81.0686	5
Ormond Beach Fire Department Station 91	Fire Stations	12127080500	364 South Atlantic Avenue	29.28255	-81.036	5
Ormond Beach Police Department	Police Stations	12127080600	170 West Granada Boulevard	29.28288	-81.0608	5
Ormond Beach Elementary School	Schools	12127080600	100 Corbin Ave	29.28376	-81.0577	
St Brendan Catholic School	Schools	12127080400	1000 Ocean Shore Blvd	29.31555	-81.0535	
Calvary Christian Academy	Schools	12127083203	1687 W Granada Blvd	29.25741	-81.1188	
Temple Beth-El School	Schools	12127080807	579 N Nova Rd	29.29289	-81.0864	
Riverbend Academy	Schools	12127083205	2080 W Granada Blvd	29.24984	-81.1349	
The Children's House	Schools	12127083205	55 N Washington St	29.25239	-81.13	
Chabad Esformes	Schools	12127080806	1079 W Granada Blvd	29.27351	-81.0955	

Hebrew Academy						
The Little Engine Academy	Schools	12127080803	499 S Nova Rd	29.2681	-81.0783	
Acs Educational Resources And Consult...	Schools	12127080807	53 N Old Kings Rd Ste D	29.27968	-81.0802	
Reign Homeschooling Academy	Schools	12127080808	1060 W Granada Blvd	29.2736	-81.0943	
Ormond Beach Middle School	Schools	12127080700	151 Domicilio Ave	29.3081	-81.0702	
Pace Center For Girls	Schools	12127080600	208 Central Ave	29.27934	-81.0592	
Pathways Elementary School	Schools	12127083203	2100 Airport Rd	29.27229	-81.1351	
Tomoka Elementary School	Schools	12127080808	999 Old Tomoka Rd	29.2748	-81.0908	
Osceola Elementary School	Schools	12127080400	100 Osceola Ave	29.28661	-81.0399	
Pine Trail Elementary School	Schools	12127080101	300 Airport Rd	29.27525	-81.1142	
Daytona College	Schools	12127080803	425 South Nova Road	29.27008	-81.0801	
Wele 1380	Communication Facilities	12127080805	<Null>	29.26942	-81.0815	
Whog-Fm Ch 239	Communication Facilities	12127080805	<Null>	29.23637	-81.0728	
Ormond Beach, City Of - Ormond Beach ...	Waste Water Facilities	12127080807	550 N Orchard St	29.2936	-81.0831	
Ormond Beach Muni	Airport Facilities	12127080101	Po Box 277	29.30114	-81.1138	
Ormond Beach Fla	Port Facilities	12127080400	Intracoastal Waterway, Jacksonville T...	29.30745	-81.0581	
Total Asset Count:	**30**					

JURISDICTION APPENDIX: PIERSON

Table 13: Asset Location and Surge Vulnerability - Pierson

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Volusia County Fire Services Station ...	Fire Stations	12127090102	132 North Fountain Drive	29.24269	-81.4668	5
Pierson Elementary School	Schools	12127090102	1 W 1st Ave	29.24407	-81.4637	
T. Dewitt Taylor Middle-High School	Schools	12127090101	100 E Washington Ave	29.24629	-81.4579	
Pierson Muni	Airport Facilities	12127090101	106 North Center Street	29.25003	-81.4593	
Total Asset Count:	**4**					

JURISDICTION APPENDIX: PONCE INLET

Table 14: Asset Location and Surge Vulnerability - Ponce Inlet

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Ponce Inlet Fire Rescue Department	Fire Stations	12127082606	4680 South Peninsula Drive	29.0987	-80.9413	5
Ponce Inlet Police Department	Police Stations	12127082606	4301 South Peninsula Drive	29.12053	-80.9534	5
Total Asset Count:	**2**					

JURISDICTION APPENDIX: PORT ORANGE

Table 15: Asset Location and Surge Vulnerability - Port Orange

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
Halifax Health Medical Center - Port Orange	Medical Care Facilities	12127082506	1041 Dunlawton Ave	29.12621	-81.0086	5
Port Orange Fire Rescue Department St...	Fire Stations	12127082506	1090 City Center Boulevard	29.12542	-81.0236	5
Port Orange Fire Rescue Department St...	Fire Stations	12127083207	1701 Town West Boulevard	29.11142	-81.0527	5
Port Orange Fire And Rescue Departmen...	Fire Stations	12127082511	4200 South Ridgewood Avenue	29.14069	-80.9864	5
Port Orange Fire Rescue Department St...	Fire Stations	12127082509	5839 Trailwood Drive	29.10407	-80.9878	5
Port Orange Fire Rescue Department St...	Fire Stations	12127083211	6701 Airport Road	29.06816	-81.0382	5
Port Orange Police Department	Police Stations	12127082506	1395 Dunlawton Avenue	29.12097	-81.0177	5
Spruce Creek High School	Schools	12127082512	801 Taylor Rd	29.10871	-81.016	
Sugar Mill Elementary School	Schools	12127082503	1101 Charles St	29.14733	-81.001	
Spruce Creek Elementary School	Schools	12127082508	642 Taylor Rd	29.10572	-81.0048	
Horizon Elementary School	Schools	12127082410	4751 Hidden Lake Dr	29.1194	-81.038	
Silver Sands Middle School	Schools	12127082506	1300 Herbert St	29.13142	-81.0172	
Creekside Middle School	Schools	12127083211	6801 Airport Rd	29.06639	-81.0417	
Hospital Homebound	Schools	12127082414	1250 Reed Canal Rd	29.14862	-81.0267	
Cypress Creek Elementary School	Schools	12127083210	6100 S Williamson Blvd	29.08312	-81.0272	

Port Orange Elementary School	Schools	12127082511	402 Dunlawton Ave	29.14225	-80.9914	
Sweetwater Elementary School	Schools	12127082512	5800 Victoria Gardens Blvd	29.11633	-81.0174	
Tlc Kids Care	Schools	12127083210	1835 Taylor Rd	29.08951	-81.0487	
Wise Independent Private School System	Schools	12127082510	250 Poinciana Ave	29.11069	-80.9779	
Rock Church Academy	Schools	12127083207	1818 Taylor Rd	29.09101	-81.0506	
Atlantic High School	Schools	12127082414	1250 Reed Canal Rd	29.14864	-81.0267	
Port Orange (Dw)	Waste Water Facilities	12127082503	817 Oak St	29.1361	-80.9947	
Total Asset Count:	**22**					

JURISDICTION APPENDIX: SOUTH DAYTONA

Table 16: Asset Location and Surge Vulnerability - South Daytona

Asset Name	Asset Type	Census Tract	Address	Latitude	Longitude	Cat 3 Water Depth (Ft)
South Daytona Elementary School	Schools	12127082405	600 Elizabeth Pl	29.16828	-81.0082	
Warner Christian Academy	Schools	12127082401	1730 S Ridgewood Ave	29.17948	-81.0073	
The Chase Academy, Inc.	Schools	12127082202	2400 S Ridgewood Ave Ste 17	29.17773	-81.0248	
Blue Jay Academy	Schools	12127082404	960 Rooster Rd	29.17319	-81.0252	
International Academy	Schools	12127082401	2550 S Ridgewood Ave	29.16218	-80.9978	
WPUL 1590	Communication Facilities	12127082414		29.1547	-81.022	
Total Asset Count:	**6**					

APPENDIX G: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CAPABILITY TARGETS

This section of the report details the core capability targets and resource requirements for some natural, man-made, and technological hazards covered in the Local Mitigation Strategy. The tables provided for each hazard are based on the template created as part of the Threat and Hazard Identification and Risk Assessment Guide (Second Edition) created by the U.S. Department of Homeland Security.

The following hazards are covered within this portion of the THIRA analysis:

- Drought
- Extreme Temperatures
- Flood
- HazMat Incident
- Public Health Emergency
- Sea Level Rise
- Severe Weather
- Storm Surge
- Terrorism
- Tornado
- Tropical Cyclone
- Wildland Fire

Drought

Drought	
Context Description	It is the beginning of summer. East central Florida is in a severe drought, as it has not rained in two months in Volusia County. The drought has caused brushfires to start in the western portions of the County. Dehydration-related deaths in the County have reached 10 since January.
Core Capability	
Capability Target	Community Resilience; Prescribed Burns, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Aerial Reconnaissance and GIS Mapping of Fire, Aerial Firefighting Services (Regional, State, Federal), Inter-County Cooperation and Resource Sharing, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Threat/Hazard Identification, Health/Medical Services, Rapid Medical Air Transport
Resource Requirement	
Resources	**Number Required**

Extreme Temperatures

Extreme Temperatures	
Context Description	It is mid-August and temperatures reach 110 degrees Fahrenheit for five straight days. Students returning to school are beginning to be hospitalized for heat stroke and other heat-related illnesses, and multiple elderly residents have passed away as a result of heat stroke.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Public Info/Warning Systems; Social Media and Media Outreach; School District Coordination with Schools; Medical Training for School Staff Member(s); Intensive Care Unit; Response for Environmental/Health/Safety; Fatality Management; Coordination with the Federal/State Government; Coordination with the Red Cross
Resource Requirement	
Resources	**Number Required**

Flood

Flooding	
Context Description	A large tropical low has formed off of the coast of Florida and has been held stationary by the presence of a low pressure system moving southward from northern Florida for over three days. An estimated 50% of the parcels within Flood Zone 'A' are affected, 50% of the parcels within Flood Zones 'AH', 'AO' and 'AE' are affected, 75% of the parcels within Flood Zone 'VE' are affected, and 1% of the parcels within Flood Zone X (500-Year Floodplain) are affected. The storm affects the building and assessed values of the parcels hit by an estimated 10%.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

HazMat Incident

HazMat Incident	
Context Description	A train traveling along the Florida East Coast Railway crashes into Dubious Chemz, a chemical facility located along the Florida East Coast Railway line in unincorporated Volusia County. The train is not carrying hazardous materials, but the impact with the chemical facility triggers a simultaneous release of 26,000 pounds of chlorine stored in the facility into the air. Wind is registered at 5 miles per hour from the east southeast, humidity is 50% and the air temperature is 85 degrees Fahrenheit. The constant chemical leak lasts for exactly one hour, at which point all 26,000 pounds of chlorine have been released.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Forensics/Attribution, Health/Social Services, Infrastructure Systems, Intelligence/Information Sharing, Interdiction/Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security and Protection, Operational Communication, Operational Coordination, Planning, Public/Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Public Health Emergency

Public Health Emergency	
Context Description	An airplane landing at Daytona Municipal Airport carrying 234 passengers becomes overwhelmed by a NLV-like pandemic that sickens 80% of the passenger. After the passengers de-board the plane without a health check, the virus is airborne, has a 20% spread rate (20% of people who come in contact with the infected become infected) and is caught when a person with the sickness comes within 1 foot of a person with the pandemic. Moreover, of the 234 passengers affected with the sickness, those 234 passengers come in contact (or spread the disease) with an average of 7.5 persons per hour. The disease does not inflict casualties until at least 12 to 18 hours after the initial infection period, adding to the number of individuals who can be exposed to the disease from those infected individuals that are still alive.
Core Capability	
Capability Target	Access Control/ID Verification, Community Resilience, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Health/Social Services, Intelligence/Information Sharing, Interdiction/ Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/ Rescue, On-Scene Security and Protection, Operational Communication, Operational Coordination, Physical Protective Measures, Planning, Public/ Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Supply Chain Integrity, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

APPENDIX G: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CAPABILITY TARGETS

Sea Level Rise

Sea Level Rise	
Context Description	It is the year 2070. A neighborhood located on the barrier islands is beginning to flood frequently due to sea level rise, subsidence and other factors. Property owners are having a hard time selling their properties and the value of the properties is decreasing.
Core Capability	
Capability Target	Pre-Planning as part of the HMGP Program (Demolition, etc.); Sea Level Rise Vulnerability Assessments and Identified Countermeasures; Gray/Green Infrastructure (Sea Walls); Other Protective Measures; Community Resilience; Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction
Resource Requirement	
Resources	**Number Required**

Severe Weather

Severe Weather	
Context Description	A youth sports team is caught in a severe thunderstorm and multiple members of the team are struck by lightning. The sports complex is located in a rural area of west Volusia, not close to any hospital facilities. Some patients need immediate hospital care while others have very minor injuries.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Mass Search/Rescue; Public Info/Warning Systems; Social Media; National Weather Service Coordination; Regional EMS Support; Inter-Local Agreements for Medical Response; Intensive Care Unit; Medical Specialists
Resource Requirement	
Resources	**Number Required**

Storm Surge

Storm Surge	
Context Description	A Category 3 Hurricane hits Volusia County, affecting a large portion of the county with storm surge damage. An estimated 60% of the parcels within the Category 1 Storm Surge zone are affected, 45% of the parcels within the Category 2 zone are affected, 30% of the parcels within the Category 3 zone are affected, 2% of the parcels within the Category 4 zone are affected and 1% of the parcels within the Category 5 zone are affected.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Terrorism

Terrorism	
Context Description	A terrorist of unknown domestic or international origin detonates an explosive at the Daytona 500 car race while attendees are exiting the stadium. There are immediate casualties, both fatal and non-fatal, including fatal injuries to the perpetrator. It is unknown whether or not the perpetrator acted alone.
Core Capability	
Capability Target	Federal Coordination of Assets and Intelligence (FBI, CIA); State Coordination of Assets and Intelligence (FDLE); Regional Coordination of Assets and Equipment (CFIX); COOP Planning; Economic Recovery Planning; Mass Care Services; Mass Search/Rescue; On-Scene Law Enforcement Response; Health/Medical Services; Physical Protective Measures; Public Information; Coordination through the Media, Social Media and Law Enforcement; Operational Communication, Operational Coordination
Resource Requirement	
Resources	**Number Required**

Tornado

Tornado	
Context Description	A Category 3 Hurricane spawns several F1 tornadoes near the Ponce Inlet area. 100% of the parcels that are directly hit by the tornado are affected with 100% damage (as a percentage of building value), 50% of the parcels within 1/8 of a mile are affected with 75% damage, 20% of the parcels closer than 1/4 mile but farther than 1/8 mile away are affected with 20% damage, 5% of the parcels closer than 1/2 mile but farther than 1/4 mile away are affected with 2% in damage, and 1% of the parcels father than 1/2 mile away but less than one mile away are affected with minor, variable damage.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Tropical Cyclone

Tropical Cyclone	
Context Description	A Category 3 Hurricane hits Volusia County from the Atlantic Ocean, affecting a large portion of the county with wind damage. An estimated 60% of the parcels within the 111-115 Wind Zone are affected, while 25% of the parcels within the 106-110 Wind Zone and 10% of the parcels within the 105-110 Wind Zone are affected.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Wildland Fire

Wildland Fire	
Context Description	A wildfire spawns and spreads within a 'Very High Risk' area within Volusia County. The fire spreads, and as a result, 1% of the parcels within the 'Very High Risk' zone are affected, 0.5% of the parcels within the 'High Risk' zone are affected, 0.25% of the parcels within the 'Low Risk' zone are affected, and 0.1% of the parcels within the 'No Risk' or 'None' zone are affected. The fire affects parcels uniformly across hazard zones.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/ Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification; Prescribed Burns
Resource Requirement	
Resources	**Number Required**

RESOLUTION NO. 14-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH ACCEPTING AND ADOPTING THE JANUARY 2025 MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is vulnerable to an array of natural hazards that can cause the loss of life and damages to public and private property; and

WHEREAS, the City of New Smyrna Beach desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a local mitigation strategy can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the City Commission to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local mitigation strategy; and

WHEREAS, it is also the intent of the City Commission to fulfill its obligation under Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive certain types of federal assistance in the event of a declared disaster affecting the City of New Smyrna Beach; and

WHEREAS, Volusia County originally facilitated the development of a multi-jurisdictional local mitigation strategy that includes New Smyrna Beach in the year 2000 with input from the appropriate local and state officials; and

WHEREAS, Volusia County facilitated the update of the multi-jurisdictional local mitigation strategy in 2009 that includes the City of New Smyrna Beach with input from the appropriate local and state officials; and

WHEREAS, Volusia County facilitated the update of the multi-jurisdictional local mitigation strategy in 2020 that includes the City of New Smyrna Beach with input from the appropriate local and state officials; and

WHEREAS, the Florida Division of Emergency Management and the Federal Emergency Agency have revised the updated local mitigation strategy prepared for the City of New Smyrna Beach for legislative compliance and has approved the plan pending the completion of local adoption procedures.

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

SECTION 1: That the City of New Smyrna Beach hereby accepts and adopts the January 2025 Multi-Jurisdictional Local Mitigation Strategy.

SECTION 2: That the City agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

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

SECTION 4: That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF CONTRACT RENEWALS FOR ENGINEERING SERVICES FOR MARINE APPLICATIONS FOR DREDGING & MARINE CONSULTANTS, LLC AND TAYLOR ENGINEERING.

May 27, 2025

Background:

The City entered into agreements for Professional Engineering Services for Marine Applications on June 29th, 2016 with Dredging & Marine Consultants, LLC (DMC) and Taylor Engineering. These two (2) firms were selected in response to Request for Qualifications (RFQ) 04-16-ENG.

The agreements with each firm were for a term of five years, with the option for up to five possible one-year renewals based on satisfactory performance. The one-year renewal contracts are set to expire at the end of June 2025. The two (2) firms have successfully performed professional Engineering Services for Marine services for the City over the past five years, and currently have assignments that are expected to continue into 2026. If approved, this renewal would be the fifth and final of the five optional one-year renewals.

Findings:

Staff recommends the City Commission approve one-year contract renewals with Dredging & Marine Consultants, LLC. and Taylor Engineering, Inc.

Fiscal Analysis:

Each work order is dependent upon the requested services and will be charged based on the fee structure provided by each firm in their proposal. The funding for the consultants is budgeted under other professional services line # 001.51.515.51501.551001.

Strategic Plan Item:
No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

CITY ADVERTISED RFQ DOCUMENT W ADDENDUMS.pdf
1 - DMC 5TH RENEWAL- COI - 4TH RENEWAL - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL- ORIGINAL AGREEMENT AND PROPOSAL.pdf

2 - TAYLOR 5TH RENEWAL- COI - 4TH RENEWAL - 3RD RENEWAL- 2ND RENEWAL -1ST RENEWAL -ORIGINAL -AGREEMENT AND PROPOSAL.pdf

CITY OF NEW SMYRNA BEACH

REQUEST FOR QUALIFICATIONS

RFQ 04-16-ENG

CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY

Qualification Opening: MARCH 29, 2016 at 3:00 PM

Carole Wimmer, CPPB
Purchasing Coordinator



City of New Smyrna Beach

210 Sams Avenue • New Smyrna Beach, Florida 32168 • (386) 424-2100

REQUEST FOR QUALIFICATIONS NOTICE

RFQ TITLE:	**CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY**	
RFQ #:	**RFQ 04-16-ENG**	
ISSUE DATE:	**FEBRUARY 27, 2016**	
OPENING DATE and TIME:	**MARCH 29, 2016 3:00 PM**	**Requests for Qualifications will NOT be received after this time.**
PROPOSAL OPENING LOC:	**City Hall of City of New Smyrna Beach**	
PRE-BID Conference: ☐ YES ☒ NO	**MANDATORY: ☐ YES ☐ NO ☒ N/A**	
Inquiries regarding RFQ must be submitted in writing via email, fax, or mail on or before:	**March 10, 2016 by 5:00 PM**	**All correspondence must reference the RFQ number.**
PROPOSAL CONTACT:	**Carole Wimmer, CPPB Purchasing Coordinator New Smyrna Beach City Hall – 2nd Floor 210 Sams Avenue New Smyrna Beach, FL 32168**	**Phone: (386) 424-2121 Fax: (386) 424-2270 E-mail: cwimmer@cityofnsb.com**

PROPOSAL SECURITY: ☐YES ☒ NO	**AMOUNT: N/A**	**PERFORMANCE BOND: ☐ YES ☒ NO**	**See Section 6C**

FIRMS who are interested in providing this service may obtain a REQUEST FOR QUALIFICATIONS at www.cityofnsb.com, in person at City of New Smyrna Beach, 210 Sams Avenue, City of New Smyrna Beach, Florida 32168 between the hours of 8 a.m. and 5 p.m., Monday through Friday. This Request for Qualifications Notice has been also posted in the Lobby of the City Hall on February 27, 2016.

This document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any qualification package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this proposal document, any and all communications regarding this RFQ must be made only to the Purchasing Coordinator as noted above. Any violation of this condition could result in proposal disqualification. *This is a Sealed Qualification- Fax or electronic replies will not be accepted*.

ON-LINE PROVIDER DISCLAIMER:
Demandstar.com has no affiliation with the City of New Smyrna Beach other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

NON-RESPONSE STATEMENT

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY

The intent of the City of New Smyrna Beach, is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFQ, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of New Smyrna Purchasing Coordinator, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

We are not responding to this RFQ for the following reason(s):

☐ Services requested not available through our company.

☐ Our firm could not meet specifications/scope of work.

☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)

☐ Project too small.

☐ Insufficient time allowed for preparation of response.

☐ Incorrect address used. Please correct mailing address:
_____
_____
_____

☐ Other reason(s):_____
_____
_____
_____
_____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

REQUEST FOR QUALIFICATIONS

The City of New Smyrna Beach is accepting sealed qualifications for **RFQ 04-16-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY.** All Requests for Qualifications must be received at City Hall, 210 Sams Avenue, New Smyrna Beach, Florida, no later than 3:00 pm March 29, 2016, at which time all RFQ will be publicly opened and the name of each proposer or Professional Consultant shall be read aloud, per Florida Statute 119.071(1)(b)(3).

Sealed qualifications received after the designated time will be returned unopened.

There will be no pre-qualification meeting for this RFQ.

Qualification documents are available electronically. For further information, please contact Purchasing Coordinator, Carole Wimmer via email at cwimmer@cityofnsb.com.

All questions must be sent by e-mail to cwimmer@cityofnsb.com. Only written responses to written questions will be considered official, and will be included as part of the RFQ as an addendum.

RFQ proposal documents shall be sealed in an envelope and plainly marked, **"RFQ 04-16-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY."**

The City reserves the right to accept or reject any or all RFQ proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept an RFQ which in its judgment best serves the City. Criteria utilized by the City for determining the most responsible qualifier(s) includes, but is not limited to, whether the qualifier meets the City's published specifications; the qualifier's experience, skill, ability, financial capacity; and any other factors which could reasonably be asserted as being relevant to successful performance.

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REQUEST FOR QUALIFICATIONS
RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS ONLY

1. INTRODUCTION/OVERVIEW

A. Purpose/Objective

Pursuant to the Consultants Competitive Negotiation Act (CCNA) 287.055, the City of New Smyrna Beach (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified firms, licensed to do business in the State of Florida, offering to provide Continuing Professional Engineering Services for Marine Applications only, in accordance with the specifications stated and/or attached herein/hereto. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

If awarded, a contract to provide these services shall be effective on the date it is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk. The term of the contract shall be for five (5) years, unless terminated earlier, as provided herein. At the option of the parties, this Agreement may be renewed for five (5) additional one (1) year terms.

As is more fully explained in Section "5E" of this RFQ (Qualification Evaluation Committee and Evaluation Factors), an award, if made, will be made to the best overall Professional Consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the qualifications received.

B) Background

There are approximately 28 shoreline miles within the City limits including both private and publicly maintained facilities. This includes a City owned and maintained Marina, several boat ramps that facilitate commercial & residential watercraft, an array of Park features over and into tidally influenced waters, floating docks, pump out stations, static docks and boardwalks for recreational activities. The infrastructure being exposed to an aggressive environment periodically needs to be analyzed and replaced as well as any expansion of the amenities will require a Professional Consultant familiar with funding options, permitting requirements and the latest technical expertise associated with marine applications.

New Smyrna Beach is approximately 38 square miles in size and serves a population of approximately 23,000. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department. The Comprehensive Annual Financial Report for City of New

Smyrna Beach for the Fiscal Year ended September 30, 2014 can be found on the City's website, http://www.cityofnsb.com.

The City was created in 1887 by adoption of its first charter, which was eventually replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943. The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. In addition, the City includes as a part of the annual financial report the fiscal information of the City of New Smyrna Beach Utilities Commission, a component unit of the City, which has been discretely reported in accordance with the financial statement presentation Standards No. 39 "Determining Whether Certain Organizations Are Component Units – an amendment of GASB Statement No. 14".

The City of New Smyrna Beach operates under a Commission-Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport, golf course, and marina.

C) Inquiries

Direct questions related to this RFQ to Carole Wimmer, Purchasing Coordinator, in writing to cwimmer@cityofnsb.com. Please include the heading and paragraph letter or number for each question in order to ensure that questions asked are responded to correctly.

Professional Consultants must clearly understand that the only official answer or position of the City will be the one stated in writing by cwimmer@cityofnsb.com. All questions must be submitted in writing, and will be posted, along with the answers, as an addendum to this solicitation, and electronically distributed to firms registered for this solicitation and posted on Onvia DemandStar.

D) Method of Source Selection

The City of New Smyrna Beach is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

The City may, as it deems necessary, conduct discussions with responsible Professional Consultants determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

F) Schedule of Events

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Issue RFQ Notice	February 27, 2016
Last Date for Receipt of Written Questions	March 10, 2016 @ 5:00 pm
Addendum Issued (If Applicable)	March 15, 2016
Qualifications Proposal Opening Date	March 29, 2016 @ 3:00 pm
Evaluation of Qualification Submittals	April 4-5, 2016 @ 10:00am
Notification of Recommendation	April 12, 2016
Commission Action	April 26, 2016

2) GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of consultants with the capability to provide professional engineering services for marine application only. The selected firm(s) will be responsible for reviewing existing City of New Smyrna Beach Codes, Resolutions/ Ordinances and all applicable State of Florida Codes, as well as incorporating the information into complete documents including final plans (working drawings), technical specifications, construction estimates and related bid documents necessary for the bidding and construction of marine oriented projects. The City reserves the right to utilize the firm to provide any facet of the improvement process including design, construction administration, inspection services only, value engineering, etc.

The City has other engineering consultants, awarded under other public solicitations. This solicitation is not intended to address or override those existing contracts. This RFQ is for marine application only.

A) MINIMUM QUALIFICATIONS

- The selected firms shall be registered engineering firms licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida with specific experience in the field of maritime engineering.

- The firm or team shall be licensed in accordance with Florida Statutes, Chapter 287(h).

- The selected firms must be able to provide proof of stable financial stability for the past three (3) years;

- Team Project Manager must be licensed in the State of Florida as a Professional Engineer and have a minimum of seven (7) years of experience in engineering, planning, and have served as project manager on similar projects

on a minimum of three (3) previous occasions;

- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of three (3) years of experience in providing engineering, planning or services as noted in this solicitation.

- Firms shall provide examples of no less than three (3) previous projects locating funding opportunities, working with programs such as Florida Inland Navigational District (FIND), Water Ward, Clean Vessel Act, etc., as well as working with grant and permitting agencies.

- Firms shall provide no less than three (3) examples of budgets and timelines showing the original budget and timelines and the associated actual budgets and timelines.

All work will normally be performed by the Professional Consultant at an off-site location (not in the City's offices). The Professional Consultant will be required to provide their own equipment.

The City and the firm(s) shall negotiate project terms per Florida Statute 287.055. A purchase order or similar document will be issued for each project. Any professional services not listed below will be for projects that do not exceed $2,000,000 in basic construction costs or $200,000 for professional services pursuant to Florida Statute 287.055.

B) Purpose/Intent

The City of New Smyrna Beach (City), pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of professional engineering, landscaping, architectural, and surveying and mapping services, and as may be amended, hereby requests Qualification and Performance Data from Professional Consultants practicing in the following types of work categories: (Firms do not have to have each discipline on staff and may utilize a team approach for general and specific projects, but in no case shall less than 70% of the contract work be performed by the professional Consultant. The licensed Professional Consultant shall be an employee of the prime firm.)

1. Dredging and Marine Design and Permitting

2. Site Development Improvements associated with marine facilities, including but not limited to storm water, water and sewer, and structure (i.e. boardwalk, dock, restroom, pavilion, etc.) enhancements.

3. Seawall design and construction administration

4. Boat ramp, floating dock, and similar projects

5. Other as required

C) Instructions

Proposers will have the option of submitting qualifications for one (1) or any combination of professional engineering consulting work types listed above.

Firms and individuals (hereinafter "Professional Consultant") shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to the City. This work may include permitting, bidding services, construction administration, and all related miscellaneous services.

Florida law requires the City to make a determination of a consultant's qualification to perform professional engineering. The information in the RFQ (qualification package) will be used by the City to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to no less than three firms (short list).

D) Interpretations

Any questions concerning this RFQ should be submitted in writing to: Carole Wimmer, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168 or cwimmer@cityofnsb.com. Responses to inquiries will answered via an Addendum, e-mailed to vendors who have submitted questions, or have contacted the City regarding the solicitation, and posted on Onvia DemandStar. It is the responsibility of the proposer to review responses.

E) Clarification and addenda to RFQ Specifications

If any Professional Consultant contemplating submitting a response under this Request for Qualifications RFQ 04-16-ENG is in doubt as to the true meaning of the specifications or other documents or any part thereof, the Professional Consultant shall submit to the City, prior to the deadline for questions, February 29 at 5:00 PM EST, a request for clarification. All such requests for clarification must be made in writing, and the person submitting the request will be responsible for its timely delivery. All responses will be issued as an Addendum, e-mailed to vendors who have submitted requests for clarification, or questions, and posted on Onvia DemandStar, per the timeline listed on this RFQ.

Any interpretation of the RFQ, if made, will be made only by an addendum duly issued by the City. The City shall issue an informational addendum if clarification or minimal changes are required. The City shall issue a formal addendum if there are substantial changes which impact the technical submission of the RFQ. A copy of such addendum will be posted on DemandStar. In the event of conflict with the original RFQ documents, the addendum shall govern all other RFQ and contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

F) Awards

The City reserves the right to reject any or all responses, or any portion thereof,

deemed necessary for the best interest of the City. All awards made as a result of this RFQ shall conform to applicable Florida Statutes. The City is not responsible for any expenses incurred by a Professional Consultant in preparing and submitting an RFQ or related documents.

G) RFQ Opening

Responses to this RFQ shall be opened and publically read March 29, 2016 at 3:00 pm at City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168. All responses received aft 3:00 shall be returned, unopened.

3) CITY'S RIGHT TO INSPECT - N/A

4) TERMS AND CONDITIONS OF CONTRACT

The City has developed standard contracts/agreements. The selected Professional Consultant(s) shall be required to sign a standard City contract within twenty-one (21) days of Notice of Selection for Award.

A contract resulting from this RFQ shall be subject to the terms and conditions set forth in a standard City contract. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

5) INSTRUCTIONS FOR STATEMENT OF QUALIFICATIONS

A) Compliance with the RFQ

Qualifications must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFQ, Professional Consultant acknowledges these conditions include Insurance Requirements.

It should be noted by the Professional Consultant that, in order to meet the City's requirements, there may be additional insurance costs to the Professional Consultant's firm. It is, therefore, imperative that the Professional Consultant discuss these requirements with the Professional Consultant's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Professional Consultant.

The Professional Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Professional Consultant's limit of, or lack of, sufficient insurance protection.

Professional Consultant also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Professional Consultant's qualification.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its Proposal, and if applicable, Professional Consultant acknowledges that it has read and understands the bonding requirements for this qualification. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with qualification response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Professional Consultant fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Professional Consultants shall be held until the contract has been executed by the successful Professional Consultant and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Evaluation Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the qualification closing date thereof. If a qualification is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Professional Consultant. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Professional Consultant said alternates at a later time and approved by the Finance Director or designee, and the successful Professional Consultant.

☐ Performance and Payment Bonds: For projects in excess of $200,000, bonds shall be submitted with the executed contract by Professional Consultants receiving award, and written for 100% of the Contract award amount, the cost borne by the Professional Consultant receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and

otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
Should the contract amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Request for Qualifications (RFQ)

To be considered,

- one (1) original, unbound paper version, marked "Original,"
- three (3) copies, marked "Copy 1 of 3, 2 of 3, etc.,"
- one (1) electronic copy of the RFQ proposal on a USB flash drive

must be received by the Purchasing Coordinator in the Finance Department, City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, Florida, 32168, on or before **Tuesday, March 29, 2016 at 3:00 pm.**

RFQ responses shall be submitted in sealed envelopes and clearly identified as **" RFQ 04-16-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS"** referenced on the outside of the envelope. All RFQ proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of New Smyrna Beach reserves the right to reject any or all RFQ proposals submitted. During the evaluation process, additional information or clarifications from Professional Consultants may be required. List the RFQ Number on the outside of the box or envelope and note "Request for Qualifications enclosed." See Request for Qualifications Label, attached.

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

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

All Requests for Qualifications are to be delivered before 3:00 p.m., local time, on or before March 29, 2016 to:

City of New Smyrna Beach
Finance Department
2nd Floor
210 Sams Avenue
New Smyrna Beach, Florida 32168

The City shall not bear the responsibility for Requests for Qualifications delivered to the Finance Department past the stated date and/or time indicated, or to an incorrect address by Professional Consultant's personnel or by the Professional Consultant's outside carrier. However, the Purchasing Coordinator, or designee, shall reserve the right to accept qualifications received after the posted close time only under the following condition:
The tardy submission of the qualification is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

RFQ Opening: RFQ Proposals shall be opened and the name of the submitters shall be read publically. No discussion of the Proposals will occur at this time.

E) Evaluation of Requests for Qualifications

After qualifications opening has been completed, the Evaluation Committee shall review and score each Qualification individually, based on the evaluation criterion set forth in 5E of this proposal.

The committee may schedule presentations or demonstrations from top-ranked firm(s) and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of the committee.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a qualification by the City or a submission of a proposal to the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the qualification does not guarantee issuance of any other governmental approvals.

Technical Evaluation Criteria:

The Evaluation Committee will first evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A list of a minimum of three (3) firms will be developed and advanced to the City Commission. A proposer may receive the maximum points or a portion of this score, depending upon the merit of its proposal, as evaluated by the committee, in accordance with the following.

Qualifications of the: • Firm • Project Manager • Support Staff	**40**
Experience: Provide examples of no less than three (3) previous projects working with: • Grant and permitting agencies • Site development projects • Original budget vs. actual budget • Estimated timelines vs. actual timelines • Project manager's management capabilities	**40**
References: • Recent experience in similar work Verification and reference responses	**20**
Grand Total	**100**

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Professional Consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Professional Consultant shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written revision, posting the revision on Onvia/DemandStar, and providing written notice to all parties who have received this RFQ from the Finance Department. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The Professional Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the qualification or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any Professional Consultant in the preparation of its qualification in response to this RFQ, nor for the presentation of its qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Requests for Qualification

The right is reserved by the City to waive any irregularities in any qualification, to reject any or all qualifications, to re-solicit for qualifications, if desired, and upon recommendation and justification by the City to accept the qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any qualification which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Professional Consultant, or their refusal to enter into the City contract, the City reserves the right to accept the qualification of any other Professional Consultant or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a Professional Consultant(s) for clarification of qualification(s) shall be in writing. Professional Consultant's failure to respond to request for clarification may deem Professional Consultant to be non-responsive, and may be just cause to reject its qualification.

J) Validity of Qualifications

No qualification can be withdrawn after it is filed, unless the Professional Consultant makes their request in writing to the City prior to the time set for the closing of Qualifications.

All qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The qualification shall be deemed an offer to provide services to the City. In submitting a qualification, the Professional Consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Professional Consultant agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of qualifications, all qualifications must conform to the guidelines set forth in this RFQ.

Any portions of the qualification that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the qualification. However, any qualification which contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Professional Consultant's approach and

ability to meet the City's needs, as stated in the RFQ. All copies of the qualification should be bound and tabbed for uniformity and ease of handling. The utilization of recycled paper for qualification submission is strongly encouraged.

The one (1) hard copy original, three (3) hard copy copies, and one (1) electronic thumb drive copy of RFQ submittal(s) for each professional consultant work-type category shall be secured in a tabbed booklet with a table of contents. Booklets shall be no larger than a 1-1/2" three-ring binder or equivalent and be presented in the following order:

Tab 1: Qualifications of Firm

- Provide evidence of current license and registration to perform the specified services in the State of Florida.
- Provide insurance certifications, including Longshoreman and Builders Risk, if applicable. Also required is Errors and Omissions or Professional Malpractice Coverage.
- Location of office where majority of work will be performed.
- Provide an overview of the firm, including number of years in business, number of personnel, and other pertinent information, expertise, credentials (resumes or curriculum vitae) and introduction of the proposed team member(s). Please identity the intended Project Manager who would be assigned to perform the specified services for the City, and provide examples of his/her management capabilities.
- Statement of Professional Consultant's commitment/ability to consistently use the same personnel throughout the project.
- Is firm a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act?
- Provide demonstration/summary of Professional Consultant's workload/performance capability to meet budget and time requirements, and ability to perform the work as and when requested by the City.

Tab 2: Experience

- Provide documentation/summary of experience of no less than three (3) previous projects for <u>each</u> of the items below.
    - Grant, regulatory, and permitting agencies
    - Site development projects
    - Original budget vs. actual budget
    - Estimated timelines vs. actual timelines
    - List of projects and clients where similar work has recently been performed, including a description of each project, with a brief statement of the project approach.
    - Summary statement of all citations, violations, and litigation existing or continuing within the last three (3) years, including the disposition or current status of them.

Tab 3: Client References

- Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described in the RFQ, both present and past customers. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

Tab 4: Other

- Firm may provide other qualifications/performance data for consideration.
- List of ongoing projects either in the design or construction phase.

Each RFQ package submitted shall be signed by the individual Professional Consultant or his/her authorized principals of the Professional Consultant's firm if other than an individual. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

All RFQ submittals must be delivered as specified. Any attachments must be clearly identified as per "Tab Format" requirements. To be considered, the Professional Consultant must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the RFQ submittal. If publications are supplied by the Professional Consultant to respond to a requirement, the response should include reference to the document number and page number. This will provide quick reference for the evaluation committee. RFQ submittals not providing this reference will be considered to have no reference material included in the additional documents.

Sub consultants (if applicable) licenses and detailed information is not required at the time of this RFQ, however, will be required prior to them working on any specific project for the City.

6) GENERAL TERMS AND CONDITIONS

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. If required and/or requested, copies of the required licenses must be submitted with the qualification response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any person, company or parties making a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

C)Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent Contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

Neither party will be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

During the qualification process, **from Qualification announcement to final Commission approval**, no firm or its agent shall contact any other employee of the City in reference to this Qualification, with the exception of the Purchasing Coordinator. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Qualification

Each Professional Consultant must submit, with their qualification, the required forms included in this RFQ. Only **one** qualification from a legal entity as a primary will be considered. A legal entity that submits a qualification as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit qualifications, or contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

L) Conflict of Interest

Professional Consultant shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

M) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

N) Immigration Reform and Control Act

Professional Consultant acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

O) Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is an Addendum to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #1 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

_____
Proposer Signature

_____
Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

Question 1: Is this RFQ for a completely new Contract or, is there an incumbent for this work? If there is an incumbent, would you tell me who that is?

Answer 1: There are no incumbents. This is a first-time RFQ.

Question 2: Is the City planning on choosing only one consultant under this contract?

Answer 2: No, per the RFQ language, a list of a minimum of three (3) firms will be developed and advanced to the City Commission.

Question 3: For the budget and timelines to be provided, is it necessary to provide construction budgets and timelines? What if we were only involved in the design/permitting and not construction?

Answer 3: The word "construction" does not appear in the requirement for budgets and timelines. This is what it says:

Experience: Provide examples of no less than three (3) previous projects working with:

- Grant and permitting agencies
- Site development projects
- Original budget vs. actual budget
- Estimated timelines vs. actual timelines
- Project manager's management capabilities

We are asking for the budget and timeline information for whatever part of the project for which you had responsibility.

Question 4: Are there specific projects already identified under this effort or, will projects be identified by the selected consultant?

Answer 4: There are no specific projects identified at this time. The City will identity the projects as needed, and select one of the firms from the approved list.

Question 5: What projects and budgets are anticipated to be awarded under this RFQ?

Answer 5: Please see Answer 4. This RFQ is to establish a pool of qualified firms for the City to use, as needed, for projects during the contract term. These projects and budgets are unknown.

Question 6: The deadline for submitting questions is stated as March 10, 2016 on page 2 and 9, but as February 29, 2016 in Section E, page 11 of 22. Can you clarify the deadline for submitting questions?

Answer 6: Pages 2 and 9 are correct. The deadline is March 10.

END OF ADDENDUM #1

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 2** to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to clarify the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #2 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

_____
Proposer Signature

_____
Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

The bid document references documents which were not part of the Request for Qualification document, but will be required of any firms moving forward in the evaluation process. The language in the documents says this:

> All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

There were no attachments to the RFQ, so that isn't required at this time.

That form packet will be provided for completion to firms who are short-listed.

The information required for the opening March 29, 2016 at 3:00 pm is listed in the document you received, and Addendum 1.

The Response Format, Section K shows the information required in Tab format. Insurance Certifications are required, as listed in Tab 1.

Please be sure to sign and return this addendum and Addendum 1.

Thank you.

END OF ADDENDUM #2

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
DREDGING & MARINE CONSULTANTS, LLC

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the final fifth (5) optional one-year (1) renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fifth (5) and final optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

DREDGING & MARINE CONSULTANTS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date: _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
DREDGING & MARINE CONSULTANTS, LLC

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the fourth of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

DREDGING & MARINE CONSULTANTS, LLC

By: _____ MANAGING MEMBER
SHAILESH K. PATEL
Name Title

Date: 6-5-2024

Attest: _____
Kelly McQuillen, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 8/19/2024

END OF CONTRACT FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/14/2024

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

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

PRODUCER Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580 E-MAIL ADDRESS: Certificates@sihle.com
INSURED DREDMAR-01 Dredging & Marine Consultants LLC 4643 S Clyde Morris Boulevard Suite 302 Port Orange FL 32129-6001	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Underwriters at Lloyds London — 15792 INSURER B : Progressive Express Insurance Company — 10193 INSURER C : Bridgefield Employers Insurance Company — 10701 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 758421254 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		CSIEL00979-00	11/28/2023	11/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			05998976	11/7/2023	11/7/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) FL PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			830-52166	12/18/2023	12/18/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof Liability Retrto Date: 11/19/02	N N	N N	CSIEL00979-00	11/28/2023	11/28/2024	Each Claim Limit Aggregate Limit Deductible	2,000,000 2,000,000 5,000

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

Pollution Liability - Underwriters at Lloyds London; Policy Number CSIEL00979-00; 11/28/2023-11/28/2024; $2,000,000 Each Claim/Aggregate
City of New Smyrna is included as Additional Insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave.
New Smyrna FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dana R Bird

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CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
DREDGING & MARINE CONSULTANTS, LLC

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the third of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the third of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/29/2023

Attest: _____
Kelly McQuillen, City Clerk

DREDGING & MARINE CONSULTANTS, LLC

By: _____
Shailesh K. Patel, President

Date: 5/23/2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
DREDGING & MARINE CONSULTANTS, LLC

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the second of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

DREDGING & MARINE CONSULTANTS, LLC

By: _____
SHAILESH K. PATEL,
Name and Title MANAGING MBR

Date: 5-13-2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 6/22/2022

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
DREDGING & MARINE CONSULTANTS, LLC

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Dredging & Marine Consultants, LLC, (Firm); and

WHEREAS, the parties desire to enter into the first of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DREDGING & MARINE CONSULTANTS, LLC, AGREE AS FOLLOWS:

1. The City and Dredging & Marine Consultants, LLC, agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2021 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: 2/8/2022

Attest: _____
Kelly McQuillen, City Clerk

DREDGING & MARINE CONSULTANTS, LLC

By: _____ SHAILESH K. PATEL, MANAGING MBR
Name and Title

Date: 1-20-2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 2/9/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS;
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 29 day of June, 2016, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and DREDGING & MARINE CONSULTANTS, LLC, a Florida corporation, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 04-16-ENG, Continuing Professional Engineering Services for Marine Applications Only. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services for Marine Applications including improvements to the City's Coastal and Marine infrastructure and facilities as follows: City marina, waterfront parks and waterways facilities structures such as seawalls, ramps, docks, boardwalks, piers, sidewalks, trails, parking, restrooms, shade structures, dredging, coastal systems planning, design, permitting, environmental floral and faunal assessment, construction engineering and inspection services, grant writing and management; and other City shoreline armoring, stabilization and protection and;

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for marine, coastal, shoreline protection, site civil, environmental and drainage engineering and/or other such

services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Marine/Dredging/ Civil/Environmental/Waterways Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and

mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto such as emergency hurricane/storm damage related investigations.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria,

assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at

all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

(d) The services of the CONSULTANT to be furnished herein expressly do not include the preparation of property, boundary, topographic, right of way, or other forms of survey. Such survey services may be provided as supplementary and special services pursuant to supplementary provisions of this AGREEMENT for which the CONSULTANT shall be compensated in accordance with the provisions hereof relating to "additional services."

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon

written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written

interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Brevard and Volusia counties, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by

the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

(Johnny R. Bledsoe, CMC City Clerk)

By: _____
(James W. Hathaway, Mayor)

ATTEST:

(Dredging & Marine Consultants, LLC)

SHAILESH K. PATEL, MANAGING MEMBER
(Authorized Officer)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: _____
City Attorney

END OF CONSULTANT CONTRACT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2016

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

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

PRODUCER
Sihle Insurance Group
1021 Douglas Avenue
Altamonte Springs FL 32714

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3580
E-MAIL ADDRESS: Certificates@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PROGRESSIVE EXPRESS INS CO.	10193
INSURER B : Lloyds of London	38253
INSURER C : Bridgefield Employers Ins. Co.	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DRED&MA-01
Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Suite 302
Port Orange FL 32129

COVERAGES **CERTIFICATE NUMBER:** 1598364031 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		PGIARK05599 00	11/28/2015	11/28/2016	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			05998976-8	11/7/2015	11/7/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			830-52166	12/18/2015	12/18/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability Retroactive Date: 11/19/2002 Pollution Liability			PGIARK05599-00	11/28/2015	11/28/2016	Each Occurrence Aggregate Deductible	$2,000,000 $2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna is included as Additional Insured with respect to General Liability when required by written contract

CERTIFICATE HOLDER
City of New Smyrna
210 Sams Ave
New Smyrna FL 32168

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

AUTHORIZED REPRESENTATIVE
David R Bird

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ORIGINAL

RFQ 04-16-ENG

CONTINUING PROFESSIONAL ENGINEERING SERVICES for MARINE APPLICATIONS ONLY

March 29, 2016

DMC

Dredging & Marine Consultants

Planning • Engineering • Environmental • Permitting • Inspection





Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
MBE/DBE/SBE FIRM

March 29, 2016

Ms. Carole Wimmer, CPPB
Purchasing Coordinator
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RFQ 04-16-ENG: Continuing Professional Engineering Services for Marine Applications Only Transmittal Letter

Dear Selection Committee:

Dredging & Marine Consultants, LLC (DMC) is grateful to have this opportunity to submit this qualifications package to City of New Smyrna Beach for the above referenced services. As a multi-disciplinary Engineering and Environmental firm established in Port Orange since 2002, DMC is excited to have this opportunity so we can directly work with the City its many waterfront projects. As indicated by our name, we specialize in marine related projects; DMC has worked as a sub-consultant for the City for almost a decade, and has helped the City secure funding through Florida Inland Navigation District for many of its projects. We are thrilled to have been an integral part of the City's growth and look forward to continuing to assist in improving the City's waterfront and coastal facilities. DMC can provide all the necessary skills the City has requested and has assembled a comprehensive team that we have worked with on multiple marine related projects; including projects for the City of New Smyrna Beach. Our sub-consultants include, Mr. Gerard J. Pendergast Architect, PLC; (Building Architect), Marquis Halback, Inc. (Landscape Architect), Sliger & Associates, Inc.; (Boundary and Topographic Surveyors), Arc Surveying & Mapping, Inc. (Hydrographic Surveyors), Pace Analytical Services, Inc. (Sediment and Water Testing), and Universal Engineering & Testing, Inc. (Geotechnical Investigations and Testing). This team brings local, state and nationwide experience in waterfront park development and is capable of producing signature designs for the City. Our engineers and scientists work hand-in-hand to provide well thought out, cost effective, pragmatic and resilient final products for our clients based on over 100 years of combined experience in the land-based, freshwater, estuarine and coastal environments within the State of Florida. We believe the hands on management, good communication and in-depth design and permitting experience DMC has demonstrated on previous City projects is the perfect fit to successfully develop the City's marine waterfront!

DMC has worked with many local governments, including the City of New Smyrna Beach and Volusia County, on multiple waterfront park projects, and the development of existing waterfront park amenities We believe that the City will greatly benefit from a team like DMC's that can provide comprehensive services and meet the aggressive timeline with deliverables. Furthermore our team is experienced in hosting public workshops, planning, design, engineering, permitting, environmental assessments, surveys, and coordination and reporting with regulatory agencies as well as the grant funding agencies. Besides FIND, DMC has assisted many of our clients in successfully securing funds such as Volusia ECHO, FRDAP, NRCS, CDBG, FEMA and FWC-FBIP. One of the key strengths of DMC, in addition to our expertise with marine applications, is our ability to listen to the needs of our clients, and offer guidance in planning and phasing projects so we can leverage grant funding to minimize the City capital layout.

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

I will be the Point of Contact for any work authorization under this solicitation and can be contacted at **4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129; Tel: (386) 304-6505; Fax: (386) 304-6506; Mobile: (386) 846-4760; email: spatel@dmces.com.** I am authorized to represent DMC for any contractual services. I have been active in many organizations such as Volusia County Association for Responsible Development (VCARD Current Chair) and have facilitated workshops on waterfront developments and the CRAs in Volusia County. I am personally committed to ensuring that our work will create positive accomplishments that not only residents and visitors to the City of New Smyrna Beach can be proud of, but ones that the DMC team can proudly claim to be a part of for years to come.

I along with our project managers; Steve Kuhn, P.E., and Niles Cyzycki, B.Sc., will be involved in every aspect of any project to ensure the City that our qualified team will lead you comfortably and confidently within project budget, in a timely and responsive manner, as we do for all our projects. We will ensure consistent communication and updates on the project. **Our goal is to manage projects so that the City's Project Manager does not have to invest more than supervision time!** We look forward to continuing our professional relationship and being a part of the team that works on this exciting opportunity.

Over the last 13 years, we have proudly distinguished our company as a LOCAL Volusia County marine engineering firm for most of the Volusia County cities, as well as for the County as its current Coastal Consultant. We offer a holistic approach to all our projects so that the most efficient engineering and fiscal solution can be applied to any project we undertake.

Marine projects are our strength and we take great pride in bringing first-class concepts, designs and a qualified team to assist the City with **growing and enhancing its Marine Facilities!** We would be honored to be selected as one of YOUR CONSULTANTS for these MARINE services and would be available to present our capabilities further through a presentation, if needed. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC.

Shailesh K. Patel, M.Sc., CPSSc.
Principal/ Managing Member

CITY OF NEW SMYRNA BEACH

ADDENDUM NUMBER 1

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is an Addendum to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #1 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

Proposer Signature

Dredging & Marine Consultants, LLC

Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

Question 1: Is this RFQ for a completely new Contract or, is there an incumbent for this work? If there is an incumbent, would you tell me who that is?

Answer 1: There are no incumbents. This is a first-time RFQ.

Question 2: Is the City planning on choosing only one consultant under this contract?

Answer 2: No, per the RFQ language, a list of a minimum of three (3) firms will be developed and advanced to the City Commission.

Question 3: For the budget and timelines to be provided, is it necessary to provide construction budgets and timelines? What if we were only involved in the design/permitting and not construction?

Answer 3: The word "construction" does not appear in the requirement for budgets and timelines. This is what it says:

Experience: Provide examples of no less than three (3) previous projects working with:

- ☐ Grant and permitting agencies
- ☐ Site development projects
- ☐ Original budget vs. actual budget
- ☐ Estimated timelines vs. actual timelines
- ☐ Project manager's management capabilities

We are asking for the budget and timeline information for whatever part of the project for which you had responsibility.

Question 4: Are there specific projects already identified under this effort or, will projects be identified by the selected consultant?

Answer 4: There are no specific projects identified at this time. The City will identity the projects as needed, and select one of the firms from the approved list.

Question 5: What projects and budgets are anticipated to be awarded under this RFQ?

Answer 5: Please see Answer 4. This RFQ is to establish a pool of qualified firms for the City to use, as needed, for projects during the contract term. These projects and budgets are unknown.

Question 6: The deadline for submitting questions is stated as March 10, 2016 on page 2 and 9, but as February 29, 2016 in Section E, page 11 of 22. Can you clarify the deadline for submitting questions?

Answer 6: Pages 2 and 9 are correct. The deadline is March 10.

END OF ADDENDUM #1

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 2** to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to clarify the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #2 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

Proposer Signature

Dredging & Marine Consultants, LLC
Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

The bid document references documents which were not part of the Request for Qualification document, but will be required of any firms moving forward in the evaluation process. The language in the documents says this:

> All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

There were no attachments to the RFQ, so that isn't required at this time.

That form packet will be provided for completion to firms who are short-listed.

The information required for the opening March 29, 2016 at 3:00 pm is listed in the document you received, and Addendum 1.

The Response Format, Section K shows the information required in Tab format. Insurance Certifications are required, as listed in Tab 1.

Please be sure to sign and return this addendum and Addendum 1.

Thank you.

END OF ADDENDUM #2

Table Of Content

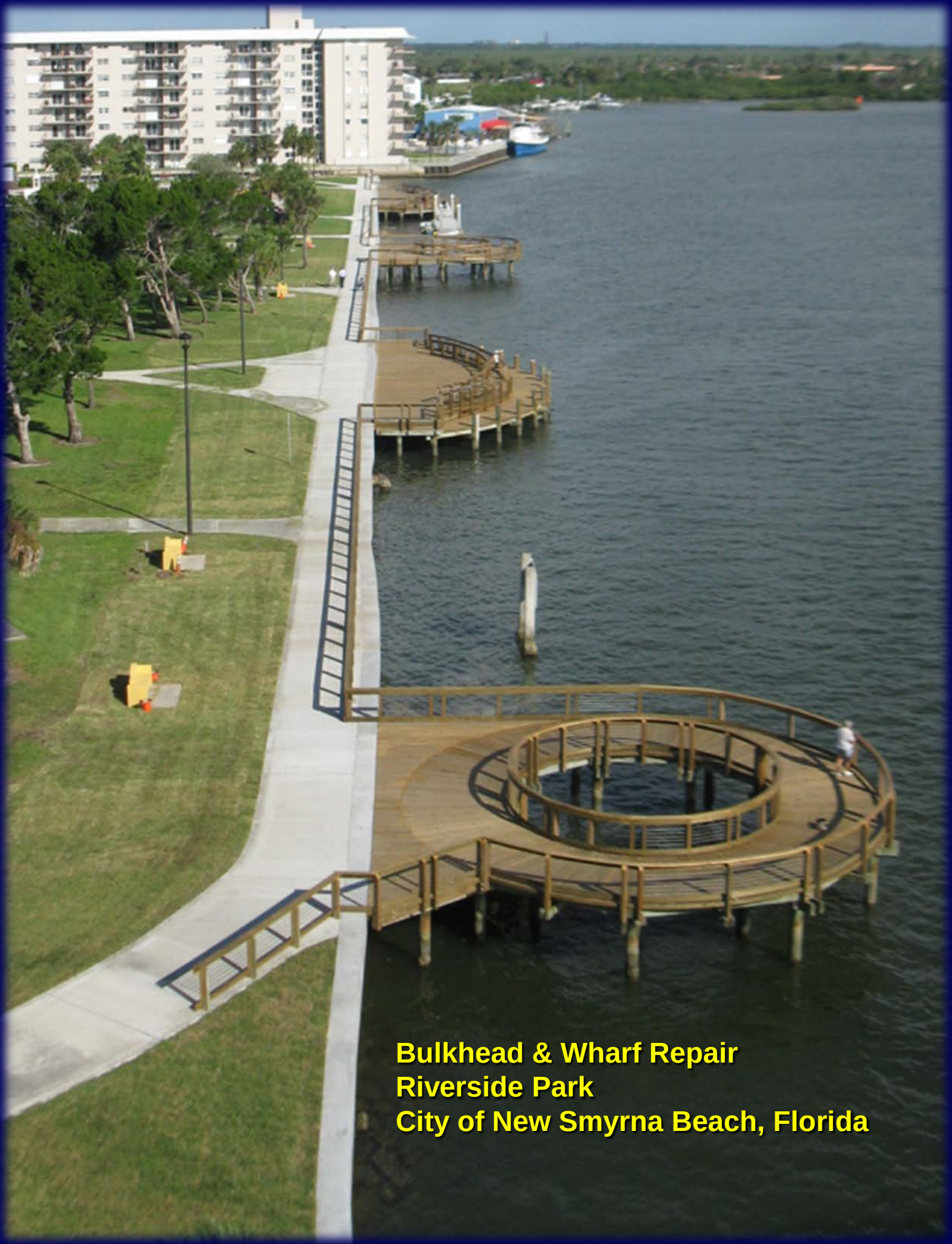
Tab 1 - Qualifications of Firm

Tab 2 - Experience

Tab 3 - Client References

Tab 4 - Other





Bulkhead & Wharf Repair
Riverside Park
City of New Smyrna Beach, Florida

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Tab 1
Qualifications of Firm

Licenses/Insurance:

Dredging & Marine Consultants, LLC (DMC) is a licensed by the State of Florida to provide Engineering services. We have the required State registrations and tax receipts to conduct work in Florida and carry the necessary insurance coverages. All applicable licenses, registrations, and insurance certificates are included at the end of this Tab.

Location of Office Conducting Work:

DMC corporate office is located in Port Orange, FL and all project coordination, management, marine engineering and environmental work will be coordinated and completed from this office. The office is located at 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129.

Firm Overview:

DMC, established in 2002, is a Limited Liability Company registered in Florida with offices located in Port Orange, Volusia County; Fort Pierce, St. Lucie County, St. Augustine; St. Johns County & Tavares, Lake County. DMC offers the following services:

PLANNING

- Feasibility Assessment
- Public Involvement & Consensus Building
- Grants & Funding Sources
- Bid Preparation & Management
- Hurricane Planning and Recovery



ENGINEERING

- Site Civil & Stormwater Engineering
- Dredging & Material Management
- Shoreline Stabilization & Protection
- Marinas, Seawalls, Docks & Ramps
- Road, Bridge & Drainage Design



ENVIRONMENTAL

- Ecological Resource Surveys
- Environmental Monitoring & Compliance
- Water Quality & Sediment Collection
- Biological, Chemical & Physical Analyses
- Coastal Reef Management



PERMITTING

- Regulatory Agency Coordination
- Mitigation Planning & Monitoring
- Environmental Resource Permitting
- Threatened & Endangered Species Relocation
- Sovereign Submerged Lands Lease Preparation



INSPECTION

- Construction Inspection & Reporting
- Existing Structures Assessment
- Environmental Compliance Monitoring
- As-built Certification & Project Close-out
- ADA Compliance & Safety



Our team of professional engineers, biologists, ecologists and field inspectors will assist you with all aspects of your marine related civil and structures design, planning, grants management, engineering, environmental assessments, including gopher tortois agents for excavation and relocation, permitting, bidding, and construction inspection and management. Our team has a combined 100+ years of experience in the design and permitting of public works and private projects in all types of Florida environments, including freshwater, estuarine and coastal systems. In addition, we offer our clients efficiency and value through a unique complement of engineers and environmental scientists working together on any project. We have established a good working relationship with regulatory agencies, contractors and product manufacturers that allows us to "design-permit-build" your project. We interact with many Florida Marine Contractors and keep abreast of the latest marine products and qualified contractors, helping to implement client projects successfully. Our experience in implementing projects enables us to prepare and solicit bids, review bids with the client, recommend contractors, and conduct an effective pre-construction meeting to get construction started on the right track. During construction, DMC inspects and manages the project thoroughly to ensure engineering and environmental monitoring and compliance. Once completed to specification, the project will be signed, sealed and certified by our project engineer. We also assist with grant writing and grants administration, if required. One of DMC's strengths is assisting clients with assessing and inspecting the condition of their marine and stormwater facilities, systems and structures to prioritize and budget work required as part of the Capital Improvement Projects (CIP).

DMC's personnel assigned to any project under this solicitation will consist of the following technical and administrative staff from all our offices:

Shailesh K. Patel, MSc., CPSSc. – Principal, QA/QC, Public Engagement, Planning & Coordination
Steven Kuhn, P.E. – Sr. Engineer; Site Civil Engineering and Waterfront Structures
Niles C. Cyzycki. B.Sc. – Sr.Ecologist; Permitting, Environmental Assessments, Grants Writing
Curtis N. Todd, P.E. – Sr. Engineer; Site Drainage, Shoreline Stabilization and Structures
Will Cornelius , P.E. – Geotechnical Engineer; Foundations, Seawalls structures and Soils Engineer
Joel Steward, MSc. – Sr. Biologist; Water Quality and Shoreline Habitat
Joseph Rivera – Construction Inspector
Ankeet Rama – AutoCAD/GIS Technician
Jaye S. Patel – Office Manager/Finance

Serving the governments and citizens of the State of Florida responsibly and professionally is our primary objective. We look forward to listening to your needs and working with you to successfully achieve your goals.

Consultant Project Manager:

DMC's philosophy of selecting a Project Manager is based on the specific project requirements and ability of the staff member to effectively and responsibly communicate with our client. Mr. Stephen Kuhn, P.E. has a Civil Engineering background with project experience in boardwalks, seawalls, and boat launch design in addition to his site planning and stormwater experience. He will serve as the designated Engineering Project Manager. He is currently working on the City of Port Orange's second phase of Riverwalk Park, City of Holly Hill's redesign of the Sunrise Park Boat Launching Facility and the City of Edgewater's Conceptual Master Plan for the Whistlestop Park which recently had a $3.5 million dollar referendum approved by local voters. As per DMC's Project Management Protocol to meet our needs, we assign a co-manager and Mr. Niles Cyzycki will serve in that capacity on all projects. Niles has worked on every project we have designed for the City of New Smyrna, lives in the City of New Smyrna Beach and is very familiar with the local marine and coastal issues. In addition to these two highly qualified individuals that will manage the projects, Mr. Shailesh Patel, Principal, is always be available to City staff to ensure that our team is serving the City's needs on budget and on schedule. DMC has worked extensively as a sub-consultant on City projects with Mr. Kyle Fegley and Mr. Khalid Resheidat at the City and you can verify this management style. Our goal has always been to have our Client Project Manager invest minimal time on DMC managed projects. In addition, to this staff we have two other professional engineers, Mr. Curtis Todd, P.E., who has worked on many of the City's past projects and Mr. Will Cornelius II, P.E., with geotechnical and waterfront structures design experience. The resumes of these and other key personnel are included in this qualifications package.

Consultants Commitment to use Same Personnel:

DMC has served the City as a sub-consultant in multiple projects in the past and we have always maintained the same staff continuity on all our projects. We will continue to commit to utilizing the same staff. This is why we believe that our Project Management protocol of having a Manager and co-manager serves our clients well. There is no disruption in communication even when one staff member is out of office or on vacation, we remain available and responsive to our clients at all times!

Certified Minority Business:

DMC is a State of Florida Certified Minority Business Enterprise (MBE), a FDOT Disadvantaged Business Enterprise (DBE) and South Florida Water Management District Certified Small Business Enterprise (SBE). A copy of these certifications are presented at the end of this Tab.

Consultants Workload/ Performance Capability:

We have provided the names of individuals we have interacted with at the City of New Smyrna Beach as well as other client references so that you can contact them on our Performance Capability. Workload is not an issue at DMC, as we have weekly project Manager's meetings to identify and prioritize staff and direct staff resources where needed. A healthy on-going work load is always desired because that is how we stay in business, but we never lose sight of the fact that we have to prioritize projects based on deliverables, grant deadlines and securing

permits. We have assisted the City with submitting grants through FIND and FWC, have presented these projects to the Funding agency review boards and been successful in securing all the grants we have applied to for the City. We add that we have also been a resource to the City when the staff has had questions on seawalls, shoreline habitat, marina sewer pumps, floating docks and potential seawall issues. We have been not only responsive in calling back or emailing, but have taken the time to meet the staff at site to better understand the concerns so that we can offer the best possible solutions. We feel this is another aspect of performance capability.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

PROFESSIONAL LICENSES









State of Florida
Department of State

I certify from the records of this office that DREDGING & MARINE CONSULTANTS, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on September 16, 2002.

The document number of this limited liability company is L02000024010.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 6, 2016, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2016



Ken Detzner

Secretary of State

Tracking Number: CC5948868685

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

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

2016 City of Port Orange Business Tax Receipt

DREDGING & MARINE CONSULTANTS
4643 CLYDE MORRIS BLVD 302

PORT ORANGE FL 32129

ISSUE DATE: **December 28, 2015**

EXPIRATION DATE: **September 30, 2016**

OWNER NAME: SHAILESH K. PATEL
BUSINESS ADDRESS: 4643 CLYDE MORRIS BLVD 302

BUSINESS TAX NUMBER: 16-00019758
CLASSIFICATION: ENGINEER COMMERCIAL
COMMENTS:
STATE LICENSE NUMBER: 9410 02/28/17
(If Applicable)

TOTAL PAID: $60.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July **as a courtesy reminder** to allow time for processing payments, printing, and mailing renewed Receipts. **It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.**

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional $250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to $250.00.

Dredging & Marine Consultants

DMC ENGINEERS • SCIENTISTS

Proof of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2016

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

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

PRODUCER	CONTACT NAME: Certificate Department
Sihle Insurance Group 1021 Douglas Avenue Altamonte Springs FL 32714	PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3980 E-MAIL ADDRESS: Cerificates@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE EXPRESS INS CO	10163
INSURER B: Lloyds of London	29253
INSURER C: Bridgefield Employers Ins. Co.	10701
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: DRED&MA-01
Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Suite 302
Port Orange FL 32129

COVERAGES **CERTIFICATE NUMBER: 1861862271** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PGIARK05599 00	11/28/2015	11/28/2016	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			D5996976-8	11/7/2015	11/7/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-52166	12/18/2015	12/18/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability Retroactive Date: 11/19/2002 Pollution Liability			PGIARK05599-00	11/28/2015	11/28/2016	Each Occurrence Aggregate Deductible	$2,000,000 $2,000,000 $5,000

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

** For Bid, Proposal and/or Informational Purposes Only **

CERTIFICATE HOLDER

** For Information Only **
For Bid, Proposal and/or Informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dana R Bird

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Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Certifications

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

Dredging & Marine Consultants, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541330 – 541340 – 541620 – 541690 – 562910

Note There may be other Approved NAICS Codes. The online DBE Directory includes a complete list of Approved Codes

By: George I. Morning, GCAA - Small Business Development

ANNIVERSARY DATE - Annually on January 28, 2017

State of Florida

Minority, Women & Florida Veteran Business Certification

Dredging & Marine Consultants, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/18/2015 to 08/18/2017

Chad Poppell, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us

Certifications Continued

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 108651

February 15, 2016

CERTIFICATION EXPIRATION DATE
February 15, 2019

Shailesh K. Patel, Manager
Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129

Dear Mr. Patel

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Sandra Hammerstein

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Bureau

/sh

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Certifications Continued

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Niles Cyzycki

FLORIDA

June 28, 2006 Inspector # 12876
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

UNIVERSITY OF CENTRAL FLORIDA
Stormwater Management Academy

Hereby Awards This Certificate To
Stephen Kuhn
License Number: 67486
For your participation in and completion of the
BMPTRAINS Model Training Workshop
6 PDH Contact Hours
January 28, 2010
Orlando, Fl.

ASA–CSSA–SSSA

www.agronomy.org | www.crops.org | www.soils.org

Shailesh Patel

is a member of

Soil Science Society of America - 25 Years

through September 30, 2011.

Member Number: 24815
Status: Member

ARCPACS
A Federation of Certifying Boards in Agriculture, Biology, Earth and Environmental Sciences
Certifies that
Shailesh Kanoobhai Patel, MS
Subscribes to the Code of Ethics and has met the requirements established for the certification of a
Certified Professional Soil Scientist

Certification effective from:
01/01/2010 to 12/31/2011
Number: 24815

SSSA President
Soils Certifying Board Chair

Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Niles Cyzycki
Permittee Address: Dredging and Marine Consultants, LLC
4643 S. Clyde Morris Blvd. Unit 302
PORT ORANGE, FLORIDA 32127
UNITED STATES

Permit Number: GTA-10-00002**D**
Effective Date: **December 18, 2015**
Expiration Date: **January 5, 2018**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: Niles Cyzycki Date: 12-18-15

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

Authorizing Signature: _____ Date: 12/18/2015
Species Conservation Planning Section

SHAILESH "S.K." PATEL, M.SC., CPSSC.

PRESIDENT, SENIOR SOIL SCIENTIST

Shailesh Patel founded **DMC** in 2002 and serves as the Principal Point of Contact for all projects. He has 20 years of experience in the engineering and environmental consulting business and in particular developing viable projects for private, municipal, and county entities. He has worked on numerous waterfront parks, watershed water quality and land development projects that have included the planning, design, engineering, facilities inspection, permitting, environmental, sediment and materials assessments, including full construction administration and inspection services, including permit compliance. His vast experience spans the fields of dredging, waterfront facilities and related structures, including buildings, parks, mining wastes, drainage and stormwater management, erosions related to walkways and roadways, wetlands and associated mitigation. He is active in many technical and civic service organizations and has twice served as the President of the Florida Lake Management Society and is currently the Chair of Volusia County Association for Responsible Development. He has managed or assisted with numerous controversial public dredging and marina projects from initial feasibility studies, involving the public, to bidding, implementation and Inspection to post-construction project close-out. Shailesh continues to add to his extensive knowledge of designing cost-effective, environmentally-sound and safe lake, estuary, and canal/channel dredging and shoreline stabilization and land development projects, including sediment treatment, management, disposal operations, beneficial uses of dredged sediments, source control and impacts of tidal, storm or hurricane surges on protection of structures. He is very knowledgeable in dealing with "muck" sediment dredging and handling and was invited by the Maryland Port Authority to share his experience on this topic and has assisted the Florida Department of Environmental Protection with promulgating ways to provide TMDL credits for "muck" removal within the Indian River Lagoon. He is well spoken and understands the value of effective listening and communication with our clients and the public. He has presented project technical information to City and County councils for many projects for better decision and policy making. He has the ability to visualize the long-term needs of clients and understand the economic, social, fiscal and political climates and has worked on many highly visible and challenging and often controversial projects so that they can be implemented. His biggest attribute is to be able to forge a good relationship and open communication with various stake holders on large scale projects and keep the various stakeholders focused on the goal of long-term projects. He continually participates in professional, scientific, and marine construction conferences to keep abreast of advances in dredging, water quality, and latest marine products to educate the public and clients. He passionately promotes responsible development and resource protection along our waterways and waterfront communities.

EDUCATION

- Candidate to Ph.D, Soil & Water Science, University of Florida, Ongoing
- Annual FLMS Workshop Presenter, Managing a Sediment Removal Project
- Small Business Development, BCC, 2002
- Dredging Engineering Short Course, Texas A&M, 2002
- BCI Engineers & Scientists, Inc. Project Manager's Training, 2001
- M.Sc. (Soil & Water Science) University of Florida, 1989
- B.S. (Plant Science & Technology) NC A&T SU, 1986

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- American Society of Agronomy, Certified Professional Soil Scientist No. 24815
- National Dredging Team
- Florida Lakes Management Society (Vice President 2002-2003, President 2003-2004 & 2008-2009)
- North American Lakes Management Society (SENALMS Conference Chair 2003)
- Indian River Lagoon Program Technical Advisory Committee
- Tampa Bay National Estuary Program Technical Advisory Committee
- Charlotte Harbor National Estuary Program Technical Advisory Committee
- Soil Science Society of America
- Western Dredging Association
- Environmental and Natural Resources Advisory Committee, Volusia County
- Volusia County Association For Responsible Development Executive Council
- Lake/Education Action Drive
- Water Environment Federation
- National Association of Environmental Professionals & Florida Stormwater Assoc.
- Florida Marine Contractors Association

PROJECT EXPERIENCE

- Meeting with clients and citizens to discuss project objectives
- Public engagement and consensus building
- Long-range vision and strategic fiscal planning
- Leveraging of funds and strategies for additional funding and applicable grants
- Grants Preparation, presentations, administration and reporting
- Assisting in developing sediment removal projects through public participation and education
- Developing a forum for transferring technical, political and financial information
- Assisting client with all aspects of preparing applications to secure funding and necessary permits
- Addressing public concerns throughout project design phase
- Meeting with regulatory personnel to address permitting issues
- Evaluating the availability of upland areas to retain the dredged sediment
- Identifying beneficial uses for dredged sediments
- Evaluating innovative techniques to enhance the dewatering using centrifuges, belt-presses, and rotary or static screens
- Optimizing storage capacity of the upland sites using chemical polymers
- Dredged material separation using hydrocyclones
- Evaluating the impacts of dredging on abutting structures such as seawalls and road and railway bridges
- Design aspects of seawalls, rock revetments, geotextiles, ramps piers, docks
- Determining environmental impacts on wetlands, threatened and endangered aquatic plant and animal species
- Mitigation planning and monitoring
- Engineering design, plans, and preparation of technical and bid specifications
- Assisting clients with bid review and contractor selection
- Construction inspection, management, and administration
- Project monitoring for permit and technical specification compliance
- Project management and closure; including updates, adjustments and overall evaluation

PARTIAL LIST OF PROJECT EXPERIENCE

Swoope Site Public Boat Launching Facility, City of New Smyrna Beach, FL – Principal Project Manager. Coordinated efforts and strategies with FDEP and USACOE to minimize resource impacts and provide a more acceptable project. Assisted the City in identifying strategies for additional funding from the Florida Inland Navigation District and Volusia County Port Authority for engineering and construction. Assisted with bidding, technical specifications and response to contractor submittals including Construction Inspection.

North Causeway Public Boat Ramp and Fishing Pier Improvements, City of New Smyrna Beach, FL – Principal Project Manager. Assisted the City with evaluating the failures behind the old seawall and preparing a report and costs to assist with repair and FIND grant application. Coordinated efforts with Prime consultant to develop strategies for FDEP and USACOE permits and minimize resource impacts. Assisted with bidding, technical specifications and response to contractor submittals, including Construction Inspection.

Riverside Park Bulkhead & Wharf Repair, City of New Smyrna Beach, FL – Principal Project Manager. Coordinated efforts and strategies prime consultant to design and seek additional funds from FIND. Coordinated in generating repair reports and costs. Also assisted with generating plans and bids for the project as well as in inspection during construction to ensure proper marine considerations are implemented. Secured FDEP and USACOE permits and added a design for a access floating dock system that is along the seawall.

Ballough Road Bridge Expansion and Marina Village, City of Daytona Beach, FL – Senior Project Manager. Coordination of subconsultant work that include Bridge Engineers, Traffic Engineers and other supporting staff. Mainaining communication with City staff to keep project on track with concepts and meeting strategic goals. Work includes coordinating with private owners, and landscaping and utility upgrades and relocations.

Riverfront Day (Transient) Dockage, City of Daytona Beach, FL – Senior Project Manager. Coordination with on-going City design to ensure there is a flawless connection of the Floating dock system. Assisting with FIND funded project that DMC assisted with generating costs for construction. Ensuring that various design options are considered for most effective and least costly option for construction.

Riverwalk Park Conceptual Design and Public Input, Phases 1A and 1B, City of Port Orange, FL – Senior Project Manager. Instrumental in building public consensus and incorporate design features in strategic locations of this 8 acres project area. Assisted the City in phasing project so that the City dollars could be leveraged with other funding sources besides FIND, such as the Volusia ECHO grants and FRDAP grants. Assisted with generating design and construction costs and project timeline, understanding the complexity of the project area and historic uses.

Sunrise Park South Access Channel Dredging and Boat Ramp Improvements, City of Holly Hill, FL – Senior Project Manager. Assisted the City with developing FIND grant request information for design and construction. Coordinating the permitting work with the State and Federal Agency staff to ensure prompt permit processing to meet grant deadlines.

PROJECT EXPERIENCE CONTINUED

Whistlestop Park Conceptual Planning, City of Edgewater, FL – Senior Project Manager. Worked with City Manager, Finance Director and other key staff at the City to incorporate Public input of priority preferences for Park amenities. Presented to the City Council to seek input of various concepts generated and developed a final conceptual plan. Then presented to the Parks and Recreation Board to seek their input and offer suggestions with the ultimate goal of developing probable construction costs and Bond referendum for voters which was recently passed to proceed with the Project.

Daytona Beach Pier Assessment, City of Daytona Beach, FL – Project Manager. Evaluated the underside of the historic Daytona Pier. The objective of our task was to determine the structural strength of the existing pier pilings and hardware and the level of deterioration and corrosion to recommend additional support. The structure was evaluated to withstand Hurricane Category 2 wind and wave forces. The project has been armored and the new above deck facility (restaurant) is almost complete.

Sun Splash Park Seawall Extension & Stormwater Design, City of Daytona Beach, FL – Project Manager/ Point-of-Contact Coordinated with County staff to construct a public friendly addition to an existing seawall and stormwater maintenance system. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Principal Project Manager. Made presentation to the City Council on project costs and funding strategies to build the project. Coordinated efforts with FDEP and the USACOE. Assisted the City in developing the bid package, technical specifications, preconstruction meeting, responded to FRI from contractors and reviewed bids to make recommendation to the City.

B-23 Canal Dredging and Seawall Replacement (sub to Quentin L. Hampton), City of Port Orange, FL – Dredging Consultant/Project Manager. Coordinated evaluation of seawalls and cost estimation of work required to complete engineering design, permitting, technical specification preparation, bidding assistance and construction administration services as well as project construction for funding. Assist Prime consultant to handle all aspects of engineering and permitting of 30,000 CY dredging and 5,000 linear feet of seawall replacement along canal. Address stormwater and drainage issues from uplands. Public and City Council meetings, presentations and updates. Collected necessary environmental and sediment data.

Port Orange Causeway Park Shoreline Protection – City of Port Orange, FL – Project Manager – Responsible for coordinating surveys of 24 sites within the City Parks, engineering design, permitting, technical specification preparation, bidding assistance and construction administration services. Project currently on hold by City due to funding agency requirements. Project includes evaluating existing seawalls and shoreline for stabilization Collected necessary data, including right-of-way and property survey and shoreline profile survey at the project locations.

Palatka Riverfront Park Improvements, Palatka, FL – Project Manager - Assisted prime consultant with all the water related structures; ramp, boat docking, marina, mitigation planning, geotechnical testing, permitting with FDEP and USACOE. DMC assisted the client with securing funds to leverage the development of the overall project. Also assisted the client with estimating costs for various components of the project as part of the long term strategy to develop the project.

PROJECT EXPERIENCE CONTINUED

Summerall Park Boat Ramp and Park Improvements, City of Tavares, FL – Project Manager- Coordinated design, permitting and construction inspection and well as coordinate all CDBG reporting with Lake County for the City. Improved a single lane boat ramp and dredged the access for safe boating and mooring. Reviewed and provided a mitigation plan as completed a three year monitoring program to secure project acceptance from FDEP. Facilitated a comprehensive coordination effort between the FDEP, FFWCC, LCWA, Lake County, and the City.

Wooton Park Boat Ramp Extension Dredging, City of Tavares, FL – Project Ecologist. Completed successful time sensitive Environmental Resource Permitting. Assisted in assessing the shoreline vegetation along with sampling and evaluation of resources within the channel template to be dredged along boat ramp.

Wooton Park Improvement, City of Tavares, FL – Project Manager. Coordinated and assisted the City staff with a conceptual plan of Wooten Park improvements. This included both upland and water related features. The goal is to make this a well utilized public park and facility, the "Jewel of Lake County" and surrounding areas. Met with potential park users to incorporate their ideas. Project includes boat ramp and channel access improvements, shoreline improvements, seaplane docking facility, docks, etc., coordinating efforts with regulatory agencies and City staff on resources, impacts and regulatory permits.

Ed Stone Park Seawall Replacement, Volusia County, FL – Principal Project Manager - Overall project strategy on replacing 122 ft. of cement-bag wall with an aluminum sheetwall to match the type of existing seawall along the rest of the shoreline without impacting shoreline resources. Coordinated efforts with the County to provide reasonable costs and ADA compliance. Talked with local fishermen and park users to accommodate utility and enhance access for fishing

Riverwalk Park Phase 1B, City of Port Orange, FL – Project Engineer. Performed stormwater design and calculations for permitting and design of all hardscape for Port Orange's approximately 9 acre premier riverfront park. Provided QA/QC for all plan submissions during the project development process. Finalized site grading, utility connection placement and

Lake Rowell Sediment Core Sampling, FFWCC, Bradford County, FL – Project Manager - Directed and coordinated collection of sediment to depths of up to 15 feet throughout the 350 acre lake. Also, developed sampling plan to capture sediments of various composition and possible chemistry that could impact permitting and material processing, dewatering and management.

Stevenson Creek Sediment Characterization & Removal Feasibility Study, City of Clearwater, Pinellas County, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing 127,000 cubic yards of sediments to provide water quality and some navigation improvements. In addition, the project included identifying additional funding sources, identifying potential disposal sites, best option and cost for removal of sediments. Currently assisting City to coordinate engineering efforts with USACOE (Jacksonville District) to implement project.

Smith's Creek Maintenance Dredging Project, City of Flagler Beach, FL – Project Manager. Project required complete engineering, permitting, and assisting City with securing funds to implement project. Provide navigation access by dredging 10,000 cubic yards from the Intracoastal waterway access channel to residential canals. Involved overseeing engineering design, technical specification and bid preparation, contractor selection, seawall and bank protection, prioritizing dredging based on funding, assisted in securing $165,000 in funding from the Florida Inland Navigation District, securing permit, and addressing resident concerns.

PROJECT EXPERIENCE CONTINUED

Lake Lotus Sediment Removal Feasibility Study, Florida Department of Transportation District 5, Seminole County, FL – Project Manager. Provide engineering services for a preliminary characterization, beneficial uses, and removal feasibility of sediments. This project included determining potential sources of fine grained and organic sediments, estimating its volume, providing best option and cost for removal, interaction with land owners, and permit consideration.

Marsh Park Maintenance Dredging Project at Lake Yale, Lake County Water Authority, Lake County, FL – Project Manager. Provide navigation access from Park boat ramp to Lake Yale. Project designed to remove approximately 2,000 cubic yards of fined-grained, dominantly sandy sediments. Involved in site evaluation, sediment sampling, and securing permit. Coordinated with various agencies to ensure each entity's goals were met.

Taylor Creek Emergency Shoreline Stabilization, St. Lucie County, FL – Project Manager – Assisted the County to secure FDEP, USACOE and SFWMD permits to design and meet NRCS funding deadlines. Designed, permitted and constructed the project on time for the County

Taylor Creek Restoration Dredging Site Assessments, Phase 2 & 3, St. Lucie County, FL – Project Manager - Dredging and Shoreline Stabilization of SFWMD diversion canal. Coordinated efforts with FDEP, SFWMD, USACOE and FFWCC to complete all biological and ecological assessments, including threatened and endangered species, particularly seagrasses, mangroves, gopher tortoise survey and relocation, scrub jay survey and endangered plant survey. Assessed seven separate parcels for spoil site location. Prepared and conducted pre-bid and pre-construction meetings and construction inspections.

Taylor Creek Restoration Dredging Project, St. Lucie County, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing approximately 200,000 cubic yards sediments to provide navigation and water quality improvements. Includes permitting, public education and consensus building, identifying and securing over $1,500,000 funding, selection of pipeline route and disposal site, engineering, construction, and environmental monitoring and reporting. 2,800 linear feet of shoreline stabilization, environmental and threatened and Endangered Species assessments, cross-sections and sediment disposal based on permitting requirements. Prepare technical bid documents and review bids. Responsible for public/commission meetings, presentations and updates. Phase 1 and 3 are complete and Phase 2 is ongoing. The phase 2 Upland Dredged Material Management Area has been permitted.

Home Depot Stormwater Improvements, Palatka, FL – Project Manager. Responsible for design of 100 feet of spreader swale and 10 feet high concrete retaining wall for stormwater pond improvements. Project included coordination with St. Johns River Water Management District for permit modification to resolve an outstanding notice of non-compliance by the District. The project is now under compliance.

Turkey Creek Middle-Reach Sump Project, City of Palm Bay, FL – Project Manager. Provided design to evaluate the potential of creating a sump within the residential canal to "trap" sediments originating from upstream locations of the creek and watershed. The intent of the design was to provide data for regulatory agency review and consideration to permit and implement the design. The project involved citizen, City, funding agency and regulatory agency coordination and meetings to identify public concerns and meet goals. Design was approved by City and regulatory agency and is currently in permitting phase.

PROJECT EXPERIENCE CONTINUED

Turkey Creek Restoration Dredging Project, City of Palm Bay, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing 380,000 cubic yards of muck sediments to provide navigation and water quality improvements. Included permitting, public education, pipeline route evaluation and coordination with funding agencies, engineering, construction, technical specification and bid preparation, assist client with contractor selection and environmental monitoring and reporting. Additional work included application of innovative technologies such as hydrocyclone and belt-press dewatering to manage dredge sediment.

Square Lake/East Slough Restoration Project, Palm Beach County – Project Manager – Coordinated efforts to created and implemented environmental compliance plan, turbidity monitoring, notification and daily reporting to regulatory agencies as part of a construction project. Worked with a Contractor to provide support during construction phase of the dredging project and provide best management practices.

Panama City Dredging and Seawall Projects, City of Panama City, FL – Project Manager. Overall project manager and coordinator. Identify engineering needs for City's dredging, seawall and shoreline protection at four sites. Two projects also involved seawall design and permitting. The project required resource impact avoidance. Prepare permits with FDEP and the USACOE or qualify projects for exemption from permitting and all aquatic and shoreline vegetation assessments. Provide dredge templates, prepare technical specification and bid documents.

Ponce Inlet Side Channel Maintenance Dredging, Ponce Inlet Port Authority, Town of Ponce Inlet, FL – Project Manager – Coordinated with the Client to determine dredge channel configuration and on-beach spoil disposal through FDEP's Coastal Construction Control Line Division.

Halifax Mobile Home Park – City of Port Orange, FL – Project Manager. Determine specific needs of the proposed usage and design prior to staring design. Provide physical surveys and practical design needs. Prepared conceptual design for approval of City. Prepared technical specifications and plans for the City.

Waterway and Canal Maintenance Dredging, City of Port St. Lucie, FL – Project Manager. Overall project management and coordination, evaluating residential canals for sediment removal to benefit water quality and navigation. Evaluate seawalls and docks on ten canals approximately 5 miles, vegetation and other environmental resources. Permitting, cost estimation, dredging options and disposal drainage issues were also evaluated. Constant public notification and involvement was critical to the success of this project. The project required interdepartmental coordination to facilitate a acceptable disposal site.

Lake Jesup Aquatic Enhancement, Sanford, FL – Project Manager - Assisted Prime consultant with dredging and disposal options to remove 800,000 CY of organic sediment. Provide 300 acre upland disposal design and drainage options.

Reed Canal Access Channel, Halifax River (ICW), City of South Daytona, FL – Project Manager- Overall project manager responsible for coordination with sub-consultants and delegation of responsibilities. Presentation and discussion on behalf of client at several staff meetings with SJRWMD. Reviewed grant applications, cost estimates, permit documents and dredging methodology and all benthic and mitigation options for impacts. The overall intent of this project is to vitalize the waterfront of the City to generate a larger tax-base by creating a viable waterfront for private development.

PROJECT EXPERIENCE CONTINUED

Canal Conveyance Capacity Program Phase 1, South Florida Water Management District – Project Manager for DMC – Assisted Mactec Engineering with establishing protocol for field analyses of canal bank erosion for approximately 45 miles of canals as part of the SFWMD's Canal Conveyance Capacity Program. Review reports, assess costs for dredge and repair areas of concern discovered during field reconnaissance. Assisted with final report review.

Canal Conveyance Capacity Program Phase 2, South Florida Water Management District – Senior Environmental Manager and QA/QC officer - Negotiated project scope and budgets, coordinated work with subconsultant team on project deliverables and established protocol for reporting for approximately 5 miles of existing G-16 drainage canal for the SFWMD Canal Conveyance Capacity Program in Broward County. Reviewed as-built plans, sediment and water quality data reports, assisted with strategies for shoreline erosion and repair options, sediment dredging options and management of dredged materials. QA/QC review of all intermediate and final reports to the SFWMD.

Sippo Lake - Initial Feasibility of Rapid Dewatering (MS Consultants, Inc., Canton, Ohio), Stark County Park District, Stark County, Ohio – Project Assistant to Principal. Evaluate cost-effective technologies to dredge and dewater 300,000 cubic yards of highly organic sediment and strategies to reduce cost. Polymers/thickeners were used in conjunction with rotary screen to dewater sediments.

Crane Creek Post-Dredge Assessment Project, St. Johns River Water Management District, FL – Project Manager. Evaluate the effectiveness of muck removal from crane creek. Identify and model the trapping efficiency and determine new material from watershed versus redistributed creek sediment within the dredged areas. This is a three-year ongoing study.

Investigation and Demonstration of Beneficial Uses of Muck Sediment from the Indian River Lagoon, St. Johns River Water Management District, FL – Project Manager. Project involved the use and analysis of dredged sediments to demonstrate uses and potential uses of dredged sediments from the Indian River Lagoon Estuary. A public workshop was also conducted as a continuation of this project and has resulted in a better understanding in the need to dredge estuary creeks that are contributing sediments and impacting the water quality and benthic communities.

Dredging & Marine Consultants
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STEPHEN J. KUHN, P.E.
PROJECT MANAGER/ ENGINEER

Mr. Kuhn has 13 years of experience as an engineer in Florida, previously working with AMEC Foster Wheeler (formerly BCI Engineers & Scientists, Inc.). He has been with DMC for two years and has worked on several marine projects related to Park design, redesigns for better waterfront accessibility that include, ramps, docks, shoreline armoring, parking reconfiguration and stormwater management designs. He has worked extensively in both public and private sector projects and has extensive knowledge and experience working with the Florida Department of Transportation, the Southwest Florida Water Management District, the St. Johns River Water Management District, the South Florida Water Management District, Florida Department of Environmental Protection, and various local regulatory agencies. Mr. Kuhn's area of expertise besides design, management, and engineering includes permitting and construction inspection and management. In addition, he has considerable experience in the areas of new and existing residential, commercial and industrial site designs and layout, including site access, grading, parking lot layout, NPDES compliance, flood routing modeling and Best Management Practices retrofitting and protection and utilization of site resources and its protection.

EDUCATION

- B.S., Environmental Engineering, University of Florida, 1998
- BCI Engineers & Scientists, Inc. Project Manager's Training, 2010

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer, State of Florida, No. 67486
- FDEP Certified Erosion and Sediment Control Specialist

AREAS OF EXPERTISE

- Parks and Waterfront Planning Design and Redesigns
- Shoreline Stabilization
- Ramp, Seawall and Dock Design
- Stormwater, Drainage Design and Permitting
- Project Management, Civil Site Design and Value Engineering
- Technical Specification and Bid Preparation
- Environmental Resource Permitting
- NPDES Compliance
- Stormwater Management System Inspection and Recertification
- Hydrologic and Flood Routing Modeling
- Construction Site Engineering
- Construction Inspection and Compliance Monitoring
- Stormwater Monitoring and Sampling
- Shop-Drawing Review and Approval
- Pollutant Load Modeling and Best Management Practices Recommendations

PROJECT EXPERIENCE (DMC)

Ballough Rd. Bridge Expansion and Marina Village Conceptual Plan, City of Daytona Beach, FL – Project Engineer. Assisted with development if a conceptual design for bridge replacement to provide improved access to planned commercial/residential development. Designed new public boat ramp and trailer parking area, seawall, floating dock and stormwater management system serving the facility.

Blue Lake Boat Ramp Improvements, Volusia County, Florida – Project Engineer. Site grading, pavement design, stormwater design, permitting, ADA compliance and plans preparation for improvements to a county boat ramp facility.

Sunrise Park Boat Ramp Improvements, City of Holly Hill, FL – Project Engineer. Site grading, stormwater design, permitting and plans preparation for improvements to an approximately 2 acre public boat ramp facility and its associated parking area. Stormwater design required to achieve pollutant loading reductions sufficient to comply with established TMDL for receiving water body. Design components include a boat launch, truck & trailer parking, floating accessory docks, dredging, channel markers and shoreline stabilization.

Whistle Stop Park Conceptual Planning, City of Edgewater, FL – Project Engineer. Performed site reconnaissance, existing structure inventory and conceptual design for 15-acre municipal park in Edgewater. A $3.5 million dollar redesign of this park has been approved by City of Edgewater residents.

Riverwalk Park Phase 1B, City of Port Orange, FL – Project Engineer. Performed stormwater design for permitting and design of all hardscape for Port Orange's approximately 9 acre premier riverfront park. Provided QA/QC for all plan submissions during the project development process. Finalized site grading, utility connection, ADA compliance, placement and stormwater design. Developed project technical specifications.

Palatlakaha River Control Structure M-5 and M-6 Modifications, Lake County Water Authority – Project Engineer. Design and permitting of modifications to existing flood control structures by replacing radial hoist gates with fixed sheet pile weirs. Tasks included design of weirs and scour prevention measures, permitting, preparation of SSL easements, preparation of technical specifications.

Kingsway Canal Shoreline Improvements, City of Port St. Lucie, FL – Drainage Engineer. Provided QA/QC of 90% plans and cost estimates, and value engineering. Assisted with design of drainage connections to new seawalls in canal.

PROJECT EXPERIENCE (AMEC FOSTER WHEELER)

Florida Department of Transportation – Districts One, Five and Seven
Coordinated NPDES compliance for three districts including inspection and recertification of stormwater management facilities, developing maintenance recommendations, tracking new facility construction and pollutant loading modeling for TMDL compliance. Maintained up-to-date Microsoft Access and GIS databases to effectively track stormwater facilities, inspections, maintenance and permitting activities.

PROJECT EXPERIENCE (AMEC FOSTER WHEELER) CONTINUED

Eloise Redevelopment and Revitalization CDBG Project, Polk County, Florida
Served as Engineer of Record for neighborhood revitalization project completed in four phases under CDBG program. Oversaw permitting, development of construction plans, specifications and bid documents, shop drawing review, and preparation of as-built plans for design of roadways, sanitary sewer, potable water and stormwater management systems.

Downtown Drainage Improvements & Master Plan Update, City of Dade City, Florida
Played a key role in stormwater master plan update and design of stormwater management system for downtown area affected by chronic flooding. Built stormwater structure GIS geodatabase, conducted GIS analysis of watershed, performed flood routing modeling, prepared construction plans, and coordinated permitting process.

Eastside Canal Capital Improvement Project #3 Phase 1, City of Plant City, Florida
Designed gabion walls and other improvements for a drainage canal serving a downtown area subject to flooding, and exhibited proficiency in design and flood routing modeling, preparing specifications and bid documents, preparing as-built plans, and permitting.

Kitching Creek Stormwater Treatment Area Water Quality Sampling, Martin County, Florida
Participated in water quality monitoring project for stormwater treatment pond near Hobe Sound, Florida, constructed under a 319(c) grant issued by FDEP. Assisted with development of project QAPP, programmed and set-up ISCO automated water samplers and Campbell Scientific dataloggers, supervised sample collection, performed complex data collection and analysis, and prepared reports of findings.

St. Clemente Low Income Senior Housing Project, Plant City, Florida
Prepared construction plans and specifications, including site layout and design, design of utility connections, flood routing modeling, and stormwater management system design for multistory senior assisted living facility. Designed sanitary lift station upgrade, participated in wetlands delineation and permitting, and coordinated permitting through water management district, county and city code offices.

Lake Worth CDBG Project, City of Lake Wales, Florida
Upgraded antiquated and failing stormwater line causing localized street flooding by devising flood routing model, designing new stormwater line and treatment pond, generating construction plans and specifications, and navigating permitting through water management district.

Cassel Creek Stormwater Quality Monitoring and Conceptual Treatment Facility Design, Seminole County, Florida,
Actively supported water quality monitoring and stormwater retrofit project for highly urbanized watershed by building flood routing model, setting up ISCO samplers and Campbell Scientific dataloggers, collecting samples and analyzing data, identifying retrofit alternatives, and creating reports.

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NILES CYZYCKI
ECOLOGIST

Mr. Cyzycki has been with **DMC** for 8 years and has over 10 years as an ecologist specializing in Florida ecosystems. Niles has worked extensively in both the public and private side of environmental permitting, giving him, and DMC, the knowledge and experience to work within governmental framework and perform any ecological permitting. Over the last decade Niles has been involved in every project DMC has undertaken for New Smyrna Beach and as resident of the City has an extensive knowledge of the local marine environment. As a knowledgeable construction inspector he has the field experience that will result in a successful project for both client and contractor. A third generation Floridian, Niles understands the delicate balance of responsible development and environmental protection.

EDUCATION

- B.S., Environmental Studies, Certificate in Urban and Regional Planning, Florida State University, 2004

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- FWC Authorized Gopher Tortoise Agent #GTA-10-00002
- DEP Qualified Stormwater Management Inspector #12876
- DEP Wetland Delineation Training and Uniform Mitigation Assessment Method (UMAM)
- Certified as a Florida Master Naturalist through University of Florida's IFAS extension
- Member of Florida Association of Benthologists
- FEMA Coursework: IS-00700, IS-00100, and IS-00200
- DEP SOP Groundwater, Surface Water and Wastewater Sampling Training

AREAS OF EXPERTISE

- Environmental Resource Permitting
- Mitigation Design and Planning
- Uniform Mitigation Assessment Method (UMAM)
- Environmental Assessment
- Gopher Tortoise and Protected Species Management
- Creation and Implementation of Environmental Compliance Plans
- Turbidity Monitoring
- Disposal Site identification
- Sediment and Water Sampling and Testing
- Project Management
- Wetland Delineation
- Bid Preparation
- Construction Inspections
- Permit Compliance Monitoring and Reporting

PROJECT EXPERIENCE

Swoope Site Public Boat Launching Facility, City of New Smyrna Beach, FL – Project Manager. Completed all environmental resource permitting through FDEP and the Corps. Conducted submerged aquatic vegetation (SAV) survey, protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Secured $500,000 in grant funds from Florida Inland Navigation District for engineering and construction. Assisted with bidding, technical specifications and response to contractor submittals.

Calore Canal, City of New Smyrna Beach, FL – Project Ecologist. Completed all environmental resource permitting through FDEP and the Corps. Conducted submerged aquatic vegetation (SAV) survey, protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Assisted with bidding, technical specifications and response to contractor submittals.

North Causeway Boatramp and Fishing Pier Improvements, City of New Smyrna Beach, FL – Project Manager. Assisted with the assessing of the existing structures and directed design of the associated repairs. In addition, assembled a cost estimate for construction and was involved with bidding, preparing technical specifications, response to contractor submittals and construction inspection.

B-23 Canal Dredging and Seawall Repair, City of Port Orange, FL – Project Manager. Successful Environmental Resource Permitting through DEP and ACOE. Prepared detailed cost estimates for different methods of dredging and seawall replacement. Conducted presentations and directed meetings with City Staff, City Commissioners, and Concerned Citizens to inform and provide options. Coordinated cooperation between City, Florida Inland Navigation District, and Army Corps to provide the most cost effective dredging solution. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and provided weekly reports to client on construction progress.

Riverwalk Park, Port Orange, FL– Project Manager. Coordinated architect, landscape architect, electrical engineer, geotechnical investigation and surveying to design the City's premier waterfront park. Design included a new timber boardwalk, kayak/canoe launch, trailway, splashpark, playground, two (2) restroom/concession buildings, a wavebreak and landscaping/irrigation. Completed all environmental resource permitting. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and attended bio-weekly progress meetings with City and contractor staff.

Causeway Park & Public Shoreline Stabilization, City of Port Orange, FL– Ecologist/Project Manager. Provided environmental resource permitting review, site assessment, bid document preparation, coordination with regulatory agencies and funding agencies such as DCA. Oversaw and inspected all construction and acted as liaison between contractor and City. Conducted interviews and fulfilled requirements of Davis-Bacon Act.

City of Port Orange Parks & Public Shoreline Protection, City of Port Orange, FL – Project Manager/ Ecologist - Shoreline stabilization and armoring of city parks. Evaluated 23 sites for potential ecological impacts. Completed environmental resource permitting through FDEP, SJRWMD, and ACOE. Assisted with construction inspection and reporting. Involved in Bid preparation, Pre-bid meeting, Grant compliance, and Contractor Coordination. This project included the B-23 Canal.

Palatka Riverfront Park Improvements, Palatka, FL – Ecologist - Assisted with mitigation planning, and completed all permitting with FDEP and USACOE. DMC assisted the client with securing funds to leverage the development of the overall project and with estimating costs for various components of the project as part of the long term strategy to develop the project.

PROJECT EXPERIENCE (CONT'D)

Square Lake/East Slough Restoration Project, Palm Beach County – Onsite Inspector. Created and implemented environmental compliance plan, turbidity monitoring, notification and daily reporting to regulatory agencies.

Panama City Dredging and Seawall Projects, Panama City FL – Project Ecologist - This project involved field data collection and dredge plan design in relation to submerged and shoreline vegetation. Assisted with plant identification in water and uplands as well as permitting. Assisted with Bid document preparation and review. Reviewed project drawings and assisted with permit responses pertaining to ecological issues.

Lake Rowell Sediment Core Sampling, Florida Wildlife Conservation Commission, Lake Rowell, FL – Ecologist. Complete chemical and physical sampling to a depth of fifteen feet below sediment surface throughout a 350 acre lake in compliance with FDEP Sediment Sampling Standard Operating Procedures.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Project Manager. Completed all environmental resource permitting through FDEP and the Corps. Coordinated all geotechnical investigation and surveying. Conducted protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and provided weekly reports to client on construction progress of the observation deck, and a kayak and canoe accessible floating dock.

Waterways & Canals Dredging, City of Port St. Lucie, FL – Project Manager/Ecologist. Assessment of 11 residential canals connected to the St. Lucie River North Fork (an aquatic preserve) for dredging feasibility. Completed all sediment sampling, shoreline and submerged aquatic vegetation surveys, dock and seawall condition surveys, and successful Environmental Resource Permitting through DEP and ACOE. Coordinated hydrographic and upland surveys. Complete Dock and Seawall condition survey. Assisted in dredging methodology and potential disposal/offload site development.

Reed Canal Access Channel, Halifax River (ICW), City of South Daytona, FL – Ecologist. Project to create navigation access channel. Assisted with environmental resource permitting, conducted physicochemical sampling of water, sediment, and benthic community. Assisted in dredging methodology and potential disposal/offload site development. Prepared grant applications, cost estimates, and project presentations.

Ponce Inlet Side Channel Maintenance Dredging, Ponce Inlet Port Authority, Town of Ponce Inlet, FL – Project Manager, Ecologist. Complete permitting of channel dredging and on-beach spoil disposal through DEP's Coastal Construction Control Line Division. Coordination of Topo and Hydro Survey, Geotechnical Investigation, Resource Surveys, and Commercial Operations dependent on adequate navigation.

Sunplash Park Seawall Extension, Volusia County, FL – Project Manager/Ecologist. Coordination with County staff to construct a public friendly addition to an existing seawall and stormwater maintenance system. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division. Performed onsite construction inspection and provided weekly reports to client on construction progress.

PROJECT EXPERIENCE (CONT'D)

Dredge Material Disposal Site Assessments, St. Lucie County, FL – Ecologist. Assessed seven upland sites as potential temporary and permanent sediment disposal areas. Sites were evaluated for environmental resources, threatened and endangered species (including scrub jays and gopher tortoises), engineering practicality, and proximity to dredge project. Coordinated with the county's environmental, public works, and airport staff as well as with state and federal regulatory agencies.

Taylor Creek Emergency Shoreline Stabilization, St. Lucie County, FL – Project Manager, Ecologist, Onsite Inspector. Completed Permitting through DEP, ACOE, and SFWMD. Coordinated all necessary survey and geotechnical work. Inspected construction and ensured project completion within NRCS grant timeline. Assisted with as-built review, materials confirmation, and contract closeout.

Taylor Creek Restoration Dredging and Shoreline Stabilization, Phase 2 & 3, St. Lucie County, FL – Dredging and Shoreline Stabilization of SFWMD diversion canal. Assisted with all biological and ecological assessments, including threatened and endangered species, particularly seagrasses, mangroves, gopher tortoise survey and relocation, scrub jay survey and endangered plant survey. Assessed 7 separate parcels for spoil site location. Coordinated with FDEP, ACOE, SFWMD, and FWC to obtain permits. Prepared and conducted pre-bid and pre-construction meetings and construction inspections.

Anclote River Maintenance Dredging, City of Tarpon Springs, FL– Onsite Inspector. Prepared and implemented environmental compliance plan, turbidity monitoring and daily inspection. Created weekly reports for compliance with regulatory agencies and County. Coordinated work with City staff and Client (Contractor)

Summerall Park Boat Ramp and Park Improvements, City of Tavares, FL – Ecologist- Completed resource survey, sediment sampling and analyses, mitigation plan, and environmental permitting.

Wooton Park Boat Ramp Extension Dredging, City of Tavares, FL – Project Ecologist. Completed successful time sensitive Environmental Resource Permitting. Assisted in assessing the shoreline vegetation along with sampling and evaluation of resources within the channel template to be dredged along boat ramp.

Canal Conveyance Capacity Program Phase 1, South Florida Water Management District – Ecologist/ Inspector. Field reconnaissance of 45 miles of canals for conveyance capacity. Report writing on feasibility and cost estimate to dredge and repair areas of concern discovered during field reconnaissance. Assess all canal wetland and vegetation impacts.

Canal Conveyance Capacity Program Phase 2, South Florida Water Management District - Ecologist/ Inspector. Assessment of approximately 5 miles of existing G-16 drainage canal for the SFWMD Canal Conveyance Capacity Program in Broward County. Reviewed as-built plans and surveyed the entire canal right-of-way including: documentation of existing conditions, focusing on areas of potential canal bank erosion and failure, outfall pipe and structure replacement needs and sediment accumulation mapping within the canal. Completed water quality and sediment testing for both physical and chemical parameters. The chemical parameters included metals, nutrients, pesticides, herbicides, PAHs, Oil and Grease, specific conductance and pH. Provided a Final report documenting all the conditions, findings and recommendations for repair and associated costs.

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CURTIS N. TODD, P.E.
SENIOR PRINCIPAL ENGINEER

Mr. Todd has been with **DMC** for 10 years and has over 35 years of experience in the field of Civil and Marine Structures Design & Engineering. He is knowledgeable in dredging, transportation design, site development, waterway parks and infrastructure projects. He has designed and permitted a vast number of projects, ranging from stormwater structures and surface water management; dredging, seawalls, boat ramps, docks, marinas and shore stabilization; residential, commercial, industrial and recreational development plans; roadway and interchange designs, bridges; permitting to construction, inspection and compliance monitoring. He brings his experiences of design from all parts of the state as well as nationally. Mr. Todd also coordinates site plans with Architects to provide well designed multifaceted projects. He has permitting experience with local, county, state and federal government agencies, including Water Management Districts, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.

EDUCATION

- Pre-Engineering – Southern Illinois University, Carbondale, Illinois
- Civil Engineering – University of Akron, Akron, Ohio

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer Registration, Florida, No. 37136

PROJECT EXPERIENCE

Surfside Estates, Beverly Beach, FL – Senior Project Engineer. Responsible for all engineering, design, permitting with City and FDOT on roadway entry redesign, plans, specifications and on-going construction inspection.

Halifax Harbor Marina North & South Basin Dredging, Daytona Beach, FL – Project Engineer. Assisted with upland disposal site drainage and containment issues. Verified material behavior and property assessment.

Sunsplash Park Seawall Extension & Stormwater Improvements, Daytona Beach, FL – Project Engineer. Designed and engineered a public friendly addition to an existing seawall and stormwater maintenance system located in Daytona Beach. Plans included sidewalk reconfiguration, a beach access structure and additional park amenities. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division.

Sun Glow Pier Seawall and Beach Access Structure Replacement, and Stormwater Improvements, Daytona Beach Shores, FL – Sr. Project Engineer responsible for replacement design of a collapsed seawall and adjoining parking lot and beach access facility. The plans included an exfiltation trench drainage design for the parking lot area.

PROJECT EXPERIENCE (CONT'D)

Riverside Park Pier & Bulkhead Replacement Design, New Smyrna Beach, FL – Coastal Engineer. Assisted with design of approximately 1000 linear feet of bulkhead repair including deadmen replacement, epoxy injection of concrete sheet-pilings and cap replacement. Reviewed plans for constructability and provided complete cost estimation.

Home Depot Stormwater Improvements, Palatka, FL – Sr. Project Engineer. Responsible for design of 100 feet of spreader swale and 10 feet high concrete retaining wall for stormwater pond improvements. Project included coordination with St. Johns River Water Management District for permit modification.

Palatka Riverfront Park Improvements, Palatka, FL – Project Engineer. Reviewed all plans related to all water related structures; ramp, boat docking, marina, assisted the client with estimating costs for various components of the project as part of the long term strategy to develop the park. Completed project QA/QC.

B-23 Canal Dredging and Seawall Repair, Port Orange, FL – Project Engineer/Engineer of Record. Reviewed plans for constructability, designed seawall repair components and provided in-field inspection of existing structures. Evaluated impacts to shoreline trees and compliance with City codes.

City of Port Orange Parks & Public Shoreline Protection, Port Orange, FL – Project Engineer/Engineer of record. Responsible for design of re-armoring 225 linear feet of cap stone and 215 feet of rock revetment for Causeway Park and avoiding shoreline and wetland impacts. Project included bidding, construction administration, inspection and project closeout. Coordinated all design work with FDOT and SJRWMD to meet its requirements. Provided all documentation to acquire lease agreement with City (client) and FDOT to use its right-of-way. Project included the B-23 Canal and right-of-ways.

Port Orange Causeway Park Shoreline Stabilization, Port Orange, FL – Project Engineer. Responsible for design of re-armoring 225 linear feet of cap stone and 215 feet of rock revetment for Causeway Park, ensuring new structures will not impede existing stormwater and surface drainage. Project included bidding, construction administration, inspection and project closeout. Provide QA/QC for project design, coordination with FDOT for right-of-away use.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Project Engineering/ Engineer of Record. Ensured all design work conformed to FDEP rules for construction of piers over and in Outstanding Florida Waters. Provided all documentation to acquire lease agreement with City (client) and FDOT to use its right-of-way.

Taylor Creek Restoration Dredging, Phase 2, St. Lucie County, FL – Project Engineer. Evaluated seven potential upland disposal areas. Designed a new 20 acre disposal area to contain 90,000+ cubic yards of dredge spoil. Engineer of record for site survey coordination, monitoring well installation and compliance, geotechnical drilling, soils analyses and final berm cross-section and design, including stormwater management of the site.

Taylor Creek Restoration Shoreline Dredging, Phase 3, St. Lucie County, FL – Engineer of Record. Reviewed design of the rock revetment structure along 2, 000+ linear foot of shoreline along the C-25 Canal (Taylor Creek).

PROJECT EXPERIENCE (CONT'D)

Conveyance Capacity Evaluation Project, South Florida Management District (SFWMD), FL – Design Engineer. Assisted in collecting design and construction information for the reporting and analysis of 96 miles of canals in SFWMD area.

Aesop's Park-Dog Park and Park Improvements, Tavares, FL – Project Engineer. Responsible for engineering, permitting, and all bid drawings and specifications for the design of dog park, pavilion, waterline and resource impact minimization of associated facilities. Reviewed quotes for contractors to make recommendations to City.

Summerall Park Boat Ramp and Park Improvements, Tavares, FL – Sr. Project Engineer. Responsible for design of ADA boat ramp system, which included 30 long aluminum access ramp and a 20' long floating dock. Additional park improvements consisted of ADA restroom building, pavilion and parking facilities. Coordinated all stormwater, parking, dredging, boundary surveys, property verification, material disposal, and Americans with Disabilities Act (ADA) compliance for access to accessory docks.

Woodlea Sports Complex, Tavares, FL – Project Engineer. Responsible for design of 40-acre sports park, which includes 10 playing fields for baseball, softball and soccer in accordance with the City's master plan. Design includes grading, stormwater, parking, traffic flow, amenities, buildings, wetland conservation and ADA compliance.

Wooton Park Boat Ramp Dredging, Tavares, FL – Design Engineer. Evaluated the potential redesign of the Wooton Park Boat Ramp. Also assessed possible upland structure in relation to drainage for conceptual plan.

Wooton Park Marina and Seaplane Base, Tavares, FL – Design Engineer. Evaluated the 88-slip floating dock marina with special floating dock slips to accommodate pontoon type and belly-landing type seaplanes. The facility also includes an overwater fueling station and boat ramp, both accommodating seaplanes. Performed construction inspection of the jetting of concrete piles and lateral load testing of piles for this system.

Ed Stone Park Seawall Replacement, Volusia County, FL – Project Engineer. Designed and engineered the replacement of an existing deteriorating sand-cement seawall with a safer, more user-friendly seawall.

Southport Business Center, Charlotte County, FL – Design Engineer. Responsible for design of the Southport Business Center.

Drainage Improvements, City of Atlantis, FL – Design Engineer. Responsible for the development of drainage plans for drainage improvements for the City of Atlantis, FL. The project involved coordination with the necessary permitting agencies, development of contract specifications, assisting with bidding and construction services.

Palm Tran Bus Satellite Facility, Delray Beach, FL – Design Engineer. Developed paving, drainage, water and sewer plans form a Palm Tran Satellite Bus Maintenance and Administration Facility. The site consisted of 7.5 acres, which also included the design of a wastewater lift station. Project included applying for and obtaining permit approval for water and sewer facilities from its appropriate regulatory agencies. This project also included detention pond and exfiltration trench design.

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WILL B. CORNELIUS II, P.E.
GEOTECHNICAL ENGINEER

Mr. Cornelius has over 12 years of experience as a project engineer and manager for various geotechnical and construction materials testing and inspection projects in Florida and the Caribbean. In addition to strong client interaction and management skills, Will has technical knowledge and practical experience with a wide range of projects, including canals, levees, drainage and water management facilities, bridges, roadways, infrastructure, power plants, hospitals and residential and commercial developments. His geotechnical duties have included managing field subsurface explorations and providing foundation and site preparation recommendations. He has also monitored the implementation of conventional site preparation procedures and specialty ground improvement techniques such as Vibro-Replacement, Jet Grouting, and Rigid Inclusions, as well as the construction of deep foundation systems and earth retaining structures for numerous projects. Will has vast experience in construction inspection particularly related to earthen damns and canal and shoreline bank compaction and stability analysis.

EDUCATION

- B.S., Civil Engineering, University of Central Florida, 2002
- M.S., Structures and Geotechnical Engineering, University of Central Florida, 2004

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer, Florida No. 67538
- Florida Engineering Society (FES)
- Florida Institute of Consulting Engineers (FICE)
- National Society of Professional Engineers (NSPE)

AREAS OF EXPERTISE

- Geotechnical Engineering
- Evaluations of Existing Canals, Levees and Earthen Dams
- Slope Stability and Seepage Analyses
- Driven Pile Foundation Design
- Seawall and Bulkhead Design
- Bidding Assistance
- Technical Specifications for Geotechnical Aspects
- Construction Materials Testing and Inspections
- Field Resolutions
- Field Inspections of Existing Canals, Levees and Earthen Dams
- Soil and Concrete Field and Laboratory Test Reports
- Project and Construction Inspection Management
- Compliance with Geotechnical Specifications
- QA/QC During Construction

PROJECT EXPERIENCE

Platts Creek Stormwater Structure Improvements, St. Lucie County, Florida – Project Engineer. Coordinated the topographic survey field work and performed geotechnical site investigation of the existing conditions, and is currently designing plans necessary for the repair of the existing undermined wall and other desired improvements at the Platts Creek Stormwater Structure.

PROJECT EXPERIENCE (CONT'D)

Kingsway Canal Shoreline Improvements, Port St. Lucie, St. Lucie County, Florida – Project Engineer. Designed 16,375 linear feet of steel sheet pile bulkhead wall along the Kingsway Canal in Port St. Lucie. Also prepared a cost estimate, provided QA/QC review of grading and stormwater design, and coordinated additional topographic survey field work.

Taylor Creek (Site 7) Shoreline Emergency Repair Visual Inspections, St. Lucie County, Florida – Project Engineer. Performed a visual inspection of the 6 year old steel sheet pile bulkhead wall located on the east side of Taylor Creek in Fort Pierce, to observe the general condition of the bulkhead wall and to make note of any conditions that would merit remedial actions. Observations were submitted in a written report upon conclusion of the visual inspections.

Taylor Creek Restoration Dredging Phase II, St. Lucie County, Florida – Project Engineer. Observed the reconstruction activities of a portion of an interior slope of the Dredged Material Management Area (DMMA) that was damaged during the dredging activities, assisted with the monitoring of dredged material removal activities from the DMMA site, and submitted As-Built Certifications to FDEP and USACE.

Old Fort Park Stormwater Baffle Box Project Phases I & II, St. Lucie County, Florida – Project Engineer. Coordinated the topographic survey and geotechnical exploration field work, and is currently assisting with the engineering design and permitting services associated with Phase I of the Stormwater Baffle Box project. Will also assist with Phase II of the project, which includes shoreline habitat evaluation and design and associated permitting services.

Technical Evaluation of the Western Perimeter Levee of STA-3/4, Palm Beach County, Florida
Responsibilities included coordinating the subsurface explorations and laboratory tests, and serving as the project engineer for the various tasks associated with the evaluation of the existing 2.7± mile levee.

MacArthur Boulevard Reconstruction Project, Stuart, Martin County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the reconstruction of the roadway that was impacted during the hurricane events of 2004, sheet pile retaining walls, and beach renourishment.

Lykes Brothers BMPs 2, 3 and 4 & 5, Glades and Highlands Counties, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for these projects, which included recommendations for the proposed impoundment dikes, borrow canals and pump houses. Recommendations for the installation of driven piles to support two proposed 36-inch pipe crossings over an existing Lykes Brothers canal were also provided.

Langford Landing Docking Facilities, Jensen Beach, Martin County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this project, which included recommendations for the installation of driven piles for the proposed 62-slip marina on the St. Lucie River.

Western Palm City Corridor, Martin County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the 5.5± mile roadway, mast-arm lighting and bridges spanning the C-23 Canal and Bessey Creek.

PROJECT EXPERIENCE (CONT'D)

Torrey Pines Institute for Molecular Studies, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the support of the columns of the three-story research laboratory building on augercast concrete piles and the support of the tilt-up and weight bearing walls on conventional shallow foundations. During construction, responsibilities included monitoring the load test performed on a test pile, monitoring the installation of production augercast piles, and subsequent engineering analyses and reporting.

Civic Center at City Center, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this project, which included site preparation and foundation design recommendations for the construction of the new civic center building. To accommodate the structure, recommendations for the reclamation of a portion of an existing retention pond and a retaining wall were also provided.

FPL St. Lucie Power Plant – LLW Storage Facility, St. Lucie County, Florida
Responsibilities included coordinating the subsurface explorations and preparing a geotechnical engineering evaluation for this project, which included recommendations for the implementation of the Vibro-Replacement ground improvement technique to allow the support of the proposed structure on shallow foundations. During construction, responsibilities included monitoring the implementation of the Vibro-Replacement technique.

Floresta Drive Pedestrian Bridge Project, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this bridge project over the Elkcam Canal, which included an augered, cast-in-place pile foundation system.

Old Dixie Highway Pedestrian Bridge, Indian River County, Florida
Responsibilities included coordinating the subsurface explorations and preparing a geotechnical engineering evaluation for this pedestrian bridge over the North Relief Canal that included a driven pile foundation system.

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JOEL SCOTT STEWARD
ESTUARY WATER RESOURCES MANAGER

Joel Steward has 33 years of experience in water quality and estuarine ecology with an emphasis on eutrophication science and water quality criteria related to seagrass and shellfish protection. Mr. Steward specializes in estuarine environmental planning, including remediation strategies that require involvement of multiple agencies or partnerships; developing and overseeing diagnostic and other research projects; and managing environmental watershed projects. He managed several state-mandated and regional planning initiatives such as the Indian River Lagoon (IRL) Reconnaissance Report (NOAA and FDER/CZM), Indian River Lagoon Surface Water Improvement and Management (SWIM) Plan, Turkey Creek and Sebastian River watershed initiatives, the C-1 Canal Re-diversion Project, an IRL muck-sediment dredging prioritization plan; and he assisted in the development of other plans such as the IRL restoration plan for impounded wetlands, the National Estuary Program plan for the IRL system and the SWIM plan for the Northern Coastal Basins (Tolomato, Matanzas, and Halifax R. estuaries). Mr. Steward was the lead scientist on many applied research projects that have led to the establishment of major resource management targets for water quality (and desirable trophic state) and the improvement or protection of shellfish, seagrass, and coastal wetland habitats. Examples of these research projects include the determination of restored seagrass depth limits and related light targets, salinity targets and related freshwater discharge criteria, nutrient loading limits for the IRL and NCB systems (the IRL loading limits were adopted by FDEP as TMDLs), and proposed numeric nutrient criteria for the IRL and NCB systems. Mr. Steward also directs the water quality and habitat monitoring program for the IRL system that focuses on assessing seagrass coverages and their water quality requirements, and the state of coastal wetland resources. He has also been the lead technical manager for watershed-scale projects including the Turkey Creek muck dredging project and the C-1 Re-diversion Project, which were both originally proposed and initiated by Mr. Steward. Currently, he is working with a team of experts that are evaluating the algal blooms that caused faunal and floral resources impacts within the Indian River Lagoon.

EDUCATION

- B.S. Biology, College of William & Mary
- M.S. Bio-Environmental Oceanography, Florida Institute of Technology

PROFESSIONAL AWARDS

- Marine Resources Council: 1988 Outstanding Service Award toward coastal restoration
- NOAA: 1992 Coastal Zone Management Excellence Award nominee
- SJRWMD: 2008 Employee of the Year nominee

PROFESSIONAL AFFILIATIONS

- American Society of Limnology & Oceanography
- Coastal and Estuarine Research Federation
- Southeastern Estuarine Research Society
- Florida's Marine Numeric Nutrient Criteria Committee
- Co-Chair of IRL NEP Technical Advisory Committee

AREAS OF EXPERTISE:

- Scientific acumen
- Versatility and integrity
- Technical/scientific writing and meeting presentations
- Resource management planning
- Project design
- Coastal resource knowledge (specifically NE Florida)
- Supervisory and communication skills

PROJECT EXPERIENCE

Manages a wide range of environmental assessment, protection, and restoration projects in the coastal watersheds of Northeast and East Central Florida (extending over 1/3 of Florida's east coast), including:

- Monitoring of seagrasses and associated water quality, coastal wetlands, potentially toxic substances (metals, organics), and algal blooms;
- Comprehensive ecosystem restoration planning (e.g., developed the state's Indian River Lagoon (IRL) Surface Water Improvement and Management Plan, a precursor of the IRL National Estuary plan);
- Ecological process/ diagnostic studies with an emphasis on eutrophication and related target setting (e.g., estuarine TMDLs and numeric nutrient criteria for Florida);
- Feasibility studies for seagrass and water quality restoration strategies;
- Watershed planning specific to nutrient and TSS load reduction strategies; and
- Management of restoration projects (e.g., muck sediment dredging, shoreline stabilization, surface water treatment, etc.);
- Other earlier work (1983 – 1985) included an investigation of drought effects on water quality in the Middle St. Johns River and a District-wide environmental evaluation of the reuse of treated wastewater;
- Supervision of 13 staff and the administration of multi-million dollar annual budgets

St. Johns River Water Management District (SJRWMD) - Technical Program Manager, Coastal Basins, Division of Environmental Sciences. Coastal Basins supervisor, lead scientist and programs manager.

(Positions held during 1980 – 2011):

1980 – 83	Laboratory Chemist. Environmental water quality analyses (trace metals, TSS, TDS, alkalinity, chlorophylls, etc.)
1984 – 86	Environmental Scientist II
1987	Environment Scientist III
1987 – present	Technical Program Manager

The types of project work conducted while in the Environmental Scientist and TPM positions listed above are reflected in the reports and presentations provided on the following pages.



Swoope Boat Ramp
New Smyrna Beach, Florida

Tab 2
Experience

The project sheets that follow this cover page illustrate DMC's marine engineering, planning and permitting experience along Florida's east coast. Each project brings a new set of challenges and we believe a holistic approach to every project provides the greatest insurance for success. Our team has over 100 years experience in the design of marine and waterfront projects. Let DMC guide you through your next project!

DMC has not submitted or been granted a change order related to engineering services during any of the projects depicted in the following project sheets. We believe that clear communication with our clients at the very beginning of the project eliminates the need for changes in the scope and unwanted changes in engineering fees. This relates to timelines as well, clear communication with the client about long lead items such as environmental resource permitting is necessary to develop a project schedule that can be met.

DMC has not received any citations, violations or been involved in any litigation within the last three (3) years.

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

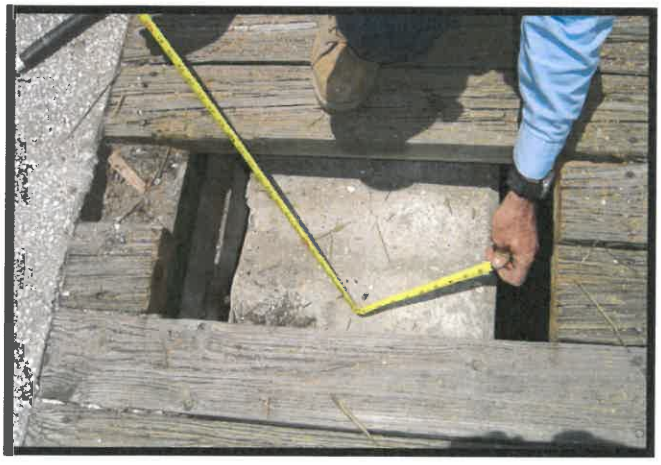
Riverside Park Bulkhead & Wharf Repair

City of New Smyrna Beach, Florida

Project Completed: **2012**
Engineering Fees: **$93,200**
Construction Cost: **$950,000**

Dredging & Marine Consultants, LLC **(DMC) working as a sub-consultant to Quentin Hampton and Associates, Inc. assisted the City of New Smyrna with assessing and designing the repair of the failing bulkhead at Riverside Park. This park is the center of the community and plays host to countless art festivals, concerts, fishing tournaments, a water taxi, etc. Project tasks included an existing structure assessment and corresponding report, City staff and stakeholder consensus building, construction cost estimation, FIND grant application assistance, design and permitting.**





Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com

Services Provided:

- **Existing Structure Evaluation Report**
- **Repair Recommendations**
- **Cost Estimation of Repairs**
- **Engineering and Design**
- **FIND Grant Writing Assistance**
- **Water Taxi Landing**
- **Environmental Resource Permitting through FDEP, USACOE and Volusia County**
- **Sovereign Submerged Lands Lease Acquisition**
- **Construction Engineering Inspection Assistance**

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Swoope Site
Public Boat Launching Facility
City of New Smyrna Beach, Florida

Completed: *2014*
Engineering Fees: $93,200
Construction Cost: $950,000

DMC was selected by the City of New Smyrna Beach to design and permit a public boat ramp and parking facility capable of holding 50 trucks and trailers. DMC worked with Quentin Hampton & Associates to develop a master plan for the project and will be responsible for all marine components, environmental resource permitting and compatibility with new stormwater systems. In addition, DMC submitted applications for Phase 1 (Design & Permitting) and Phase 2 (Construction) grants through the Florida Inland Navigation District (FIND). DMC was successful in securing nearly $50,000 for Phase 1 and $490,000 in Phase 2 construction funds for the City.





Contact:

Mr. Khalid Resheidat P.E.
Assistant City Manager
City of New Smyrna Beach
124 Industrial Park Ave.
New Smyrna Beach, FL 32168
Phone: (386) 424-2205
Email: kresheidat@cityofnsb.com

Services Provided:

- **Grants Application, Presentations and Administration**
- **Construction Cost Estimation**
- **Existing Environmental Resource Surveying**
- **Marine Structures Engineering and Design**
- **Environmental Resource Permitting through FDEP and Corps**
- **Ensure Compatibility with new Stormwater System**
- **Volusia County Manatee Protection Plan Compliance**
- **Hydrographic and Topographic Survey**
- **Geotechnical Investigation**

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

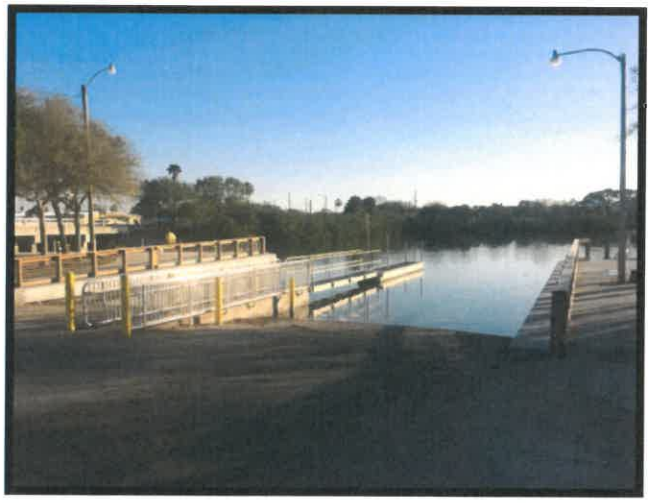
North Causeway Boat Ramp & Fishing Pier Improvements

City of New Smyrna Beach, Florida

Project Completed: **2015**
Engineering Fees: **$24,260**
Construction Cost: **$825,000**

Dredging & Marine Consultants, LLC **(DMC) worked as a sub-consultant to Quentin Hampton and Associates, Inc. to assist the City of New Smyrna with assessing and designing the repair of the failing bulkhead and fishing pier at the North Causeway Boat Ramp. This facility is heavily used and needed to be repaired in order to provide a safe launching facility for the community. DMC assessed the existing structures, designed and permitted repairs, provided construction cost estimation, FIND grant application assistance and construction inspection.**





Services Provided:

- **Existing Structure Evaluation**
- **Repair Recommendations**
- **Cost Estimation of Repairs**
- **Engineering and Design**
- **FIND Grant Writing Assistance**
- **Construction Engineering Inspection Assistance**

Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Calore Canal Dredging

City of New Smyrna Beach

Project Completed: 2014
Engineering Fees: $27,000
Construction Cost: $120,000

DMC staff coordinated or completed all planning, surveying, materials testing, environmental assessment, engineering and permitting to dredge approximately 5,000 cubic yards from a residential canal. Coordination and planning with the residents of the canal was crucial to keeping the project on-track and ensuring that all parties where satisfied with the project outcome. DMC evaluated the site for any resources or potential resource impacts, including identifying any threatened and endangered flora and fauna within the projects area. This included in-water submerged aquatic vegetation (SAV) surveying. DMC generated all engineering and design drawings (plans) for the dredging and sediment disposal project.





Services Provided:

- Coordination of Surveying and Geotechnical Testing
- Complete Environmental Resource Permitting
- Dredge Template and Dredge Material Disposal Planning
- Submerged Aquatic Vegetation Survey
- Resident Coordination
- Cost Estimation

Contact:

Khalid N. Resheidat, P.E.
Assistant City Manager
City of New Smyrna Beach
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
Tel: (386) 424-2209

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

B-23 Canal Restoration Dredging & Seawall Replacement

City of Port Orange, Florida

Project Completed: Dredging 2011 / Seawall 2013
Engineering Fees: $87,000
Construction Cost: $1,800,000





Dredging and Marine Consultants, LLC (DMC) engineers and scientists were tasked with designing and permitting the restoration dredging and seawall replacement of the B-23 Canal. Permitting and coordination was completed through the Florida Department of Environmental Protection, U.S. Army Corps of Engineers and the Florida Inland Navigation District. This maintenance dredging project was part of the overall Rose Bay Restoration Project in Port Orange, Florida and DMC was able to coordinate the use of the same dredge equipment and disposal area as a cost saving measure for the City. In addition, DMC designed and oversaw the construction of shoreline stabilization at the MSA 434A Disposal Site as well as directed the facilities cleanup and sod establishment as part of the project closeout.

Services Provided:

- **Engineering and Design**
- **Sediment Sampling and Characterization**
- **Geotechnical Investigation Coordination**
- **Removing 20,000 CY of Sediments**
- **Design Replacement of 5,000 Linear ft of Seawall**
- **Public Engagement, Consensus Building and Presentations**
- **Construction Inspection and Management**

CONTACT:

Mrs. Shannon M. Lewis, ICMA-CM
Deputy City Manager
(Previously with City of Port Orange)
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901
Tel: (321) 608-7211
Email: slewis@melbourneflorida.or



Dredging & Marine Consultants

DMC

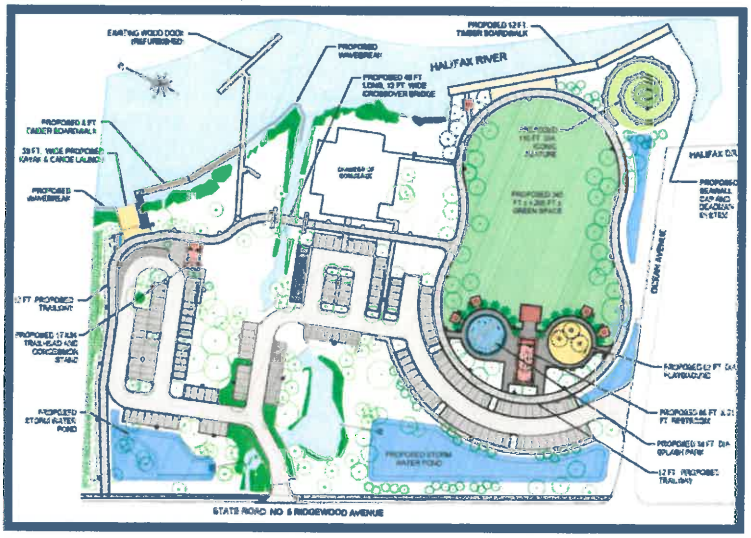
ENGINEERS • SCIENTISTS

Port Orange Riverwalk Park

City of Port Orange, Florida

Project Completed: March 2016
Engineering Fees: $209,960
Estimated Construction Cost: $4.7 Million

DMC was tasked by the City of Port Orange to develop, design, permit and bid construction of the City's premier waterfront park. DMC staff conducted an environmental resource survey of the complete property in order to better guide the locating of the many improvements associated with park development. DMC also coordinated with the public and multiple stakeholders to develop a conceptual plan that will revitalize the local waterfront district. DMC developed construction plans and the project is currently under construction.





Services Provided:

- **Public Engagement and Consensus Building**
- **Coastal Structure and Stormwater Engineering**
- **Existing Conditions Report & Recommendations**
- **Environmental Resource Surveying**
- **Utility Coordination**
- **Environmental Resource Permitting with SJRWMD and USACOE**
- **Existing Seawall Rehabilitation**
- **Boardwalk & Crossover Design**
- **Kayak/Canoe Launch Design**
- **Splashpark and Playground Design**
- **Restrooms, Trailways and Pavilions**
- **Engineering Design & Bidding**
- **Cost Estimation**

Contact:

Margaret E. Momberger, RLA / LEED AP
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5661
Email: mmomberger@port-Orange.org

Dredging & Marine Consultants

DMC

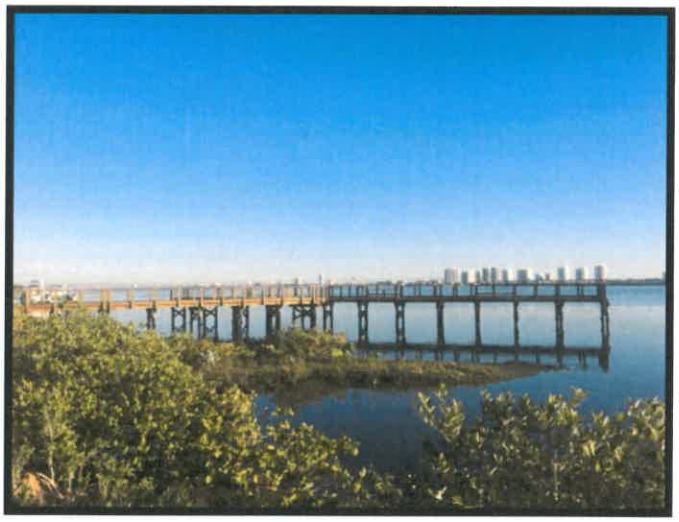
ENGINEERS • SCIENTISTS

Port Orange Riverwalk Park Phase 1A Construction Management

City of Port Orange, Florida

Project Completed: March 2016
Engineering Fees: $15,455

DMC was tasked by the City of Port Orange to review bids, shop drawing submittals, requests for information and provide engineering solutions during construction of Riverwalk Park Phase 1A. This included inspection of all waterfront components including a wavebreak, timber boardwalk, canal cross-over bridge and a kayak/canoe launch. In addition, DMC reviewed and approved pay applications throughout the construction, attended bi-weekly construction meetings and will provide as-built certification.





Services Provided:

- **Onsite Inspection**
- **Shop Drawing Review and Approval**
- **RFI Response**
- **Progress Meeting Attendance**
- **Pay Application Approval**
- **As-built Review and Certification**
- **Engineering Design & Bidding**
- **Cost Estimation**

Contact:

Margaret E. Momberger, RLA / LEED AP
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5661
Email: mmomberger@port-orange.org

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Russell Property ADA Dock and Kayak/Canoe Landing

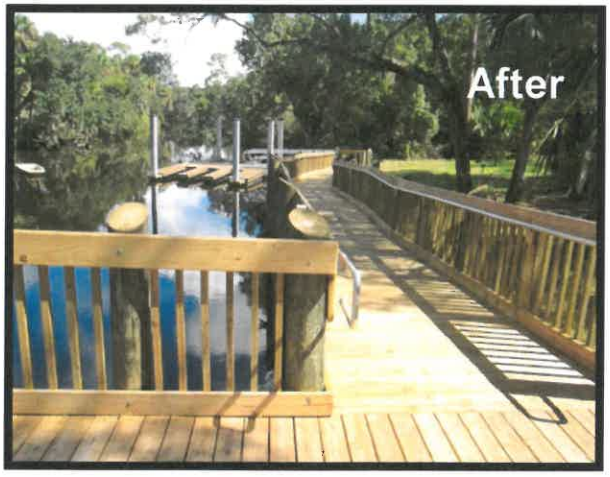
City of Port Orange, Florida

Project Completed: **2012**
Engineering Fees: **$79,300**
Construction Cost: **$110,000**

The City of Port Orange contracted Dredging & Marine Consultants, LLC (DMC) to engineer, permit, and estimate cost for an ADA accessible kayak and canoe launching and landing facility at their newly acquired property on Spruce Creek, an Outstanding Florida Water. DMC also created ADA parking and sidewalks for disabled citizen access.







CONTACT:

Mr. Kent Donahue
Assistant to the City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386- 506-5500
Email: kdonahue@port-orange.org

Services Provided:

- **In-water engineering**
- **Complete Environmental Resource Permitting through FDEP and ACOE**
- **Hydrographic Survey**
- **In-Water Geotechnical Investigation Coordination**
- **Bid Document Preparation**
- **Construction Cost Estimation**
- **FIND Grant Application & Presentation**

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

City of Port Orange Parks & Public Shoreline Protection

City of Port Orange, Florida

Project Completed: 2009
Engineering Fees: $100,000
Construction Cost: $320,000



Dredging and Marine Consultants, LLC (DMC), as a sub-consultant to Quentin L. Hampton, Inc., assisted the City with the evaluation of 23 public shoreline parcels and parks that were significantly impacted by the 2004-2005 hurricanes. Over 2 miles of natural and poorly armored shoreline were evaluated with structures such as rock revetments, natural vegetated shoreline and seawalls for floral resource impacts, current structural integrity, existing natural resources, and potential for improvement. Areas in need of repairs were identified and the required redesigns were performed to minimize cost of construction. DMC assisted with securing a Community Development Block Grant of $575,000 and coordinated work with DCA. DMC secured permits and exemptions from FDEP, SJRWMD, USACOE and DOT. DMC prepared construction bid documents, funding updates/reporting, and construction inspection.

***Services Provided*:**

- **Coastal Engineering**
- **Rock Revetment and Seawall Restoration Design**
- **Complete Environmental Resource Permitting through FDEP, SJRWMD, USACOE, and DOT**
- **Project Bidding**
- **Progress Reporting for Grant Agency**
- **Construction Inspection**

***Contact*:**

Susan Lovallo
Director Parks & Recreation
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386-506-5852
Email: slovallo@port-orange.org



Dredging & Marine Consultants

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Sunglow Seawall Repair & Stormwater Improvements

Volusia County, Florida

Project Completed: 2012
Engineering Fees: $23,687
Construction Cost: 350,000

Volusia County selected Dredging & Marine Consultants, LLC to design and permit the repair of the failed Sunglow Pier and Condo Association seawall and stormwater system. DMC engineers were able to improve the stormwater treatment and parking layout of this narrow beach access area. In addition, DMC provided construction administration and onsite solutions to this complex repair timetable for construction that was limited due to turtle nesting season.

CONTACT:

Mr. Gerald Brinton, County Engineer
Volusia County
123 W. Indiana Ave.
Deland, FL 32720-4262
Office: (386) 736-5967 x2294
gbrinton@co.volusia.fl.us

Services Provided:

- **Environmental Resource Permitting through the FDEP Coastal Control Line Division**
- **Stormwater Runoff Calculation**
- **Drainage redesign and Parking Plan**
- **Engineering and Design of Beachfront Seawall and Stormwater Containment**
- **Construction Administration and Onsite Engineering Inspection**





Dredging & Marine Consultants

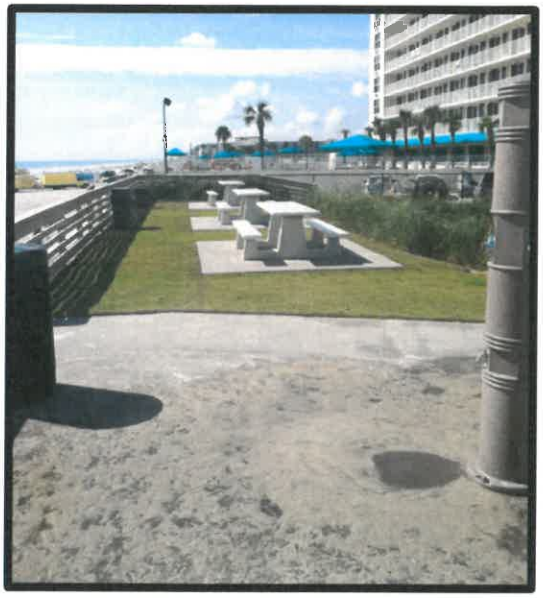
DMC

ENGINEERS • SCIENTISTS

Sunsplash Park Seawall Extension & Park Design

Volusia County

Project Completed: 2011
Engineering Fees: $21,400
Construction Cost: $330,000



Volusia County selected Dredging & Marine Consultants, LLC to design and permit the extension of their beach front seawall at Sun Splash Park in Daytona Beach. Storm surge and uncontrolled stormwater runoff had caused severe erosion along an 87 foot long section of unarmored shoreline bordering the park. DMC designed and successfully permitted the seawall extension, stormwater containment, sidewalk reconfiguration, beach access structure and native vegetation planting.

Contact:

Mr. Gary Morton
Construction Manager
County of Volusia, Engineering & Construction
123 W. Indiana Avenue, Suite 4019
Deland, FL 32720-4262
Phone: (386)36-5967 x3289
Email: gmorton@co.volusia.fl.us

Services Provided:

- Environmental Resource Permitting through FDEP Coastal Control Line Division
- Stormwater and Utility Runoff Calculation and Drainage Plan
- Construction Administration and Onsite Engineering Inspection





4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129 Tel: (386) 304-6505 Fax: (386) 304-6506 www.dmces.com

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Taylor Creek Emergency Shoreline and Stormwater Stabilization

St. Lucie County, Florida

Project Completed: **2009**
Engineering Fees: **$185,000**
Construction Cost: **$376,000**

Dredging & Marine Consultants, LLC (DMC) successfully designed and permitted a 210 foot long retaining wall with rip-rap toe scour protection in Taylor Creek. Extreme erosion caused by years of high velocity discharge from Lake Okeechobee threatened a shopping center stormwater pond and parking lot. This erosion was accelerated during Tropical Storm Fay and enabled St. Lucie County to obtain a grant from NRCS to make the necessary repairs. DMC was tasked with completing this entire project in just 6 months, which was accomplished.



CONTACT:

Mr. Donald B. West, P.E.
Public Works Director
St. Lucie County
2300 Virginia Avenue
Ft. Pierce, FL 34982-5652
Phone: (772) 462-2178
Email: westd@stlucieco.org

Services Provided:

- **Environmental Resource Permitting**
- **Engineering and Design**
- **Resource Surveys**
- **Geotechnical Borings**
- **Hydrographic and Boundary Survey**
- **Bid Documents and Bidding**
- **Construction Inspection**
- **Coordination with NRCS**





Dredging & Marine Consultants

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Summerall Park Waterfront and ADA Access Improvements

City of Tavares, Florida

Completed: 2009
Engineering Fees: $34,450
Construction Cost: $71,000

Dredging & Marine Consultants, LLC (DMC) permitted and designed an access channel to allow safe small boat access to the Dora Canal from the Summerall Park boat ramp through an environmentally sensitive area. In addition, DMC designed and successfully permitted the replacement of the existing dilapidated boat ramp, added an ADA compliant parking space, ramp, floating dock, restroom and pavilion. As project managers, DMC completed a submerged lands determination, bathymetric survey, shoreline and submerged vegetation survey, all environmental resource permitting, chemical and physical sampling of sediment, bidding, and inspection required to dredge approximately 550 cubic yards of sediment. DMC fulfilled all CDBG funding requirements as well as mitigation replanting and monitoring requirements.





CONTACT:

Ms. Tamera Rogers
Community Services Director
City of Tavares
201 East Main Street
Tavares, FL 32778-1068
(352) 742-6338
trogers@tavares.org

Services Provided:

- CDBG compliance, interviews, reporting and closeout
- Environmental resource permitting
- Engineering and design
- Resource surveys
- Hydrographic and boundary survey
- Sediment sampling and characterization
- Americans with Disabilities Act Compliance
- Accessory dock design
- Boat Ramp in-water extension
- Restroom and pavilion design
- Mitigation plan, shoreline replanting and monitoring
- Bid preparation and bidding
- Pre-construction meeting
- Project implementation

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Tavares Recreational Park Boat Ramp Improvements

City of Tavares, Florida

Completed: **2012**
Engineering Fees: **$27,500**
Construction Cost: **$72,500**

Dredging & Marine Consultants, LLC (DMC) was tasked with converting one of the existing fixed docks at the Tavares Recreational Park boat ramp to a floating system and dredging the launching basin to better accommodate vessels. DMC staff also secured funding for the project through the FWC Florida Boating Improvement Fund in addition to providing cost estimation, bidding and construction engineering inspection services.



CONTACT:

Mr. Scott Aldrich
Recreation Project Manager
City of Tavares
123 N. St. Clair Abrams
Tavares, FL 32778
Tel: (352) 742-6477
Email: saldrich@tavares.org

Services Provided:

- **Environmental Resource Permitting with FDEP and USACOE**
- **Marine Structures Engineering**
- **Mitigation Area Coordination**
- **Bid Preparation**
- **FWC Boating Improvement Grant**
- **Construction Engineering Inspection**
- **ADA Compliance**



Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Russell Property ADA Dock and Kayak/Canoe Landing

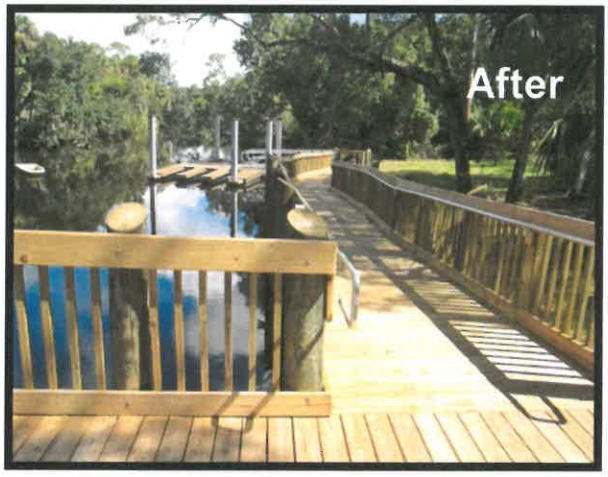
City of Port Orange, Florida

Project Completed: 2012
Engineering Fees: $79,300
Construction Cost: $110,000

The City of Port Orange contracted Dredging & Marine Consultants, LLC (DMC) to engineer, permit, and estimate cost for an ADA accessible kayak and canoe launching and landing facility at their newly acquired property on Spruce Creek, an Outstanding Florida Water. DMC also created ADA parking and sidewalks for disabled citizen access.







CONTACT:

Mr. Kent Donahue
Assistant to the City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386- 506-5500
Email: kdonahue@port-orange.org

Services Provided:

- **In-water engineering**
- **Complete Environmental Resource Permitting through FDEP and ACOE**
- **Hydrographic Survey**
- **In-Water Geotechnical Investigation Coordination**
- **Bid Document Preparation**
- **Construction Cost Estimation**
- **FIND Grant Application & Presentation**



Canal Calore Residential Dredging
New Smyrna Beach, Florida

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Tab 3
Client References

Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com
Similar Projects: Riverside Park Bulkhead and Wharf Repair, North Causeway Boat Ramp Improvements, Calore Canal Dredging and Swoope Site Boat Ramp

Contact:

Mr. Jack Corder/ Ms. Malecia Harris (interim contact for Mr. Corder)
Director of Leisure Services
City of Edgewater
1108 S. Ridgewood Ave.
Edgewater, FL 32132
Tel: (386) 424-2400 option 2 then 6
Email: jcorder@cityofedgewater.org or mharris@cityofedgewater.org
Similar Projects: Whistlestop Park Conceptual, George Kennedy Park Seawall Restoration and Cameron's Marina Evaluation

Contact:

Ms. Susan Lovallo
Director of Parks & Recreation
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5852
Email: slovallo@port-orange.org
Similar Projects: Causeway Park Shoreline Stabilization, Russell Property Kayak and Canoe Docking Facility, Causeway Park Fishing Pier Restoration and Causeway Park Floating Docks

Contact:

Mr. Gary Morton
Construction Manager
Volusia County
123 W. Indiana Ave. 4th Floor Rm 402
Deland, FL 32720
Tel: (386) 736-5967 x3289
Email: GMorton@volusia.org
Similar Projects: Sunsplash Park Seawall Extension, Spruce Creek Timber Boardwalk Repair, Ed Stone Park Seawall, Sunglow Pier Seawall Repair, Lemon Bluff Boat Launching Facility and Shell Harbor Boat Launching Facility

Contact:

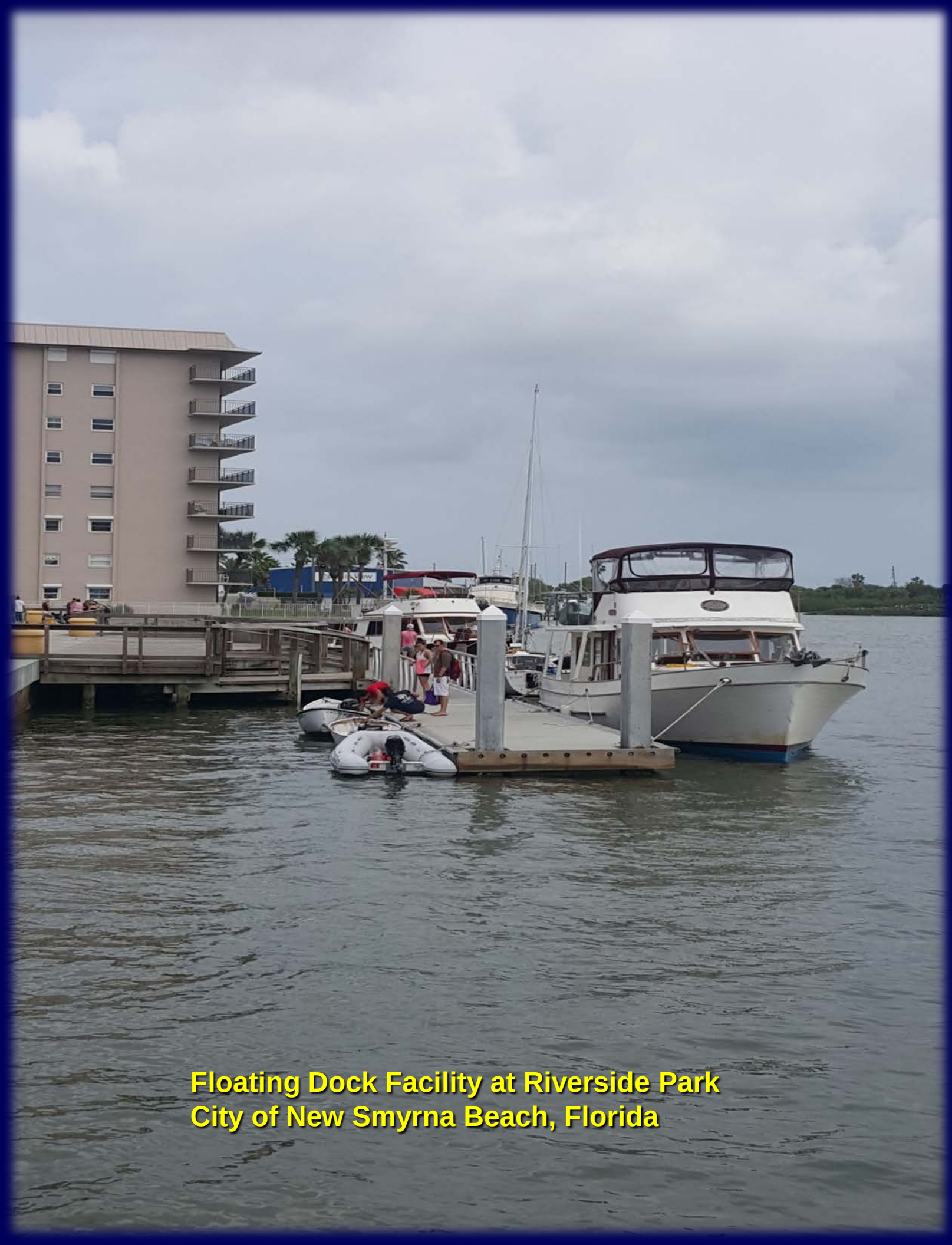
Mr. Donald West, P.E.
Public Works Director
St. Lucie County
2300 Virginia Avenue
Ft. Pierce, FL 34982-5652
Tel: (772) 462-2178
Email: westd@stlucieco.org
Similar Projects: Taylor Creek Restoration Dredging Phase 1, 2 & 3, Taylor Creek Emergency Shoreline Stabilization, Taylor Creek Dredge Material Management Area and North Causeway Channel Markers

Contact:

Mr. Jim Nelson, Jr., P.E.
City Engineer
City of Daytona Beach
950 Bellevue Ave.
Daytona Beach, FL 32114
Tel: (386) 671-8613
Email: nelson@codb.us
Similar Projects: Halifax Harbor In-river Retention and Ballough Rd. Bridge Expansion and Marina Village

Contact:

Ms. Tamera Rogers
Director of Community Services & Parks and Recreation
City of Tavares
201 East Main St.
Tavares, FL 32778
Tel: (353) 742-6338
Email: trogers@tavares.org
Similar Projects: Summerall Park Improvements, Aesop's Park Improvements, Wooton Park Seaplane Marina, Woodlea Park Sports Complex and Tavares Recreational Park Boat Ramp Improvements

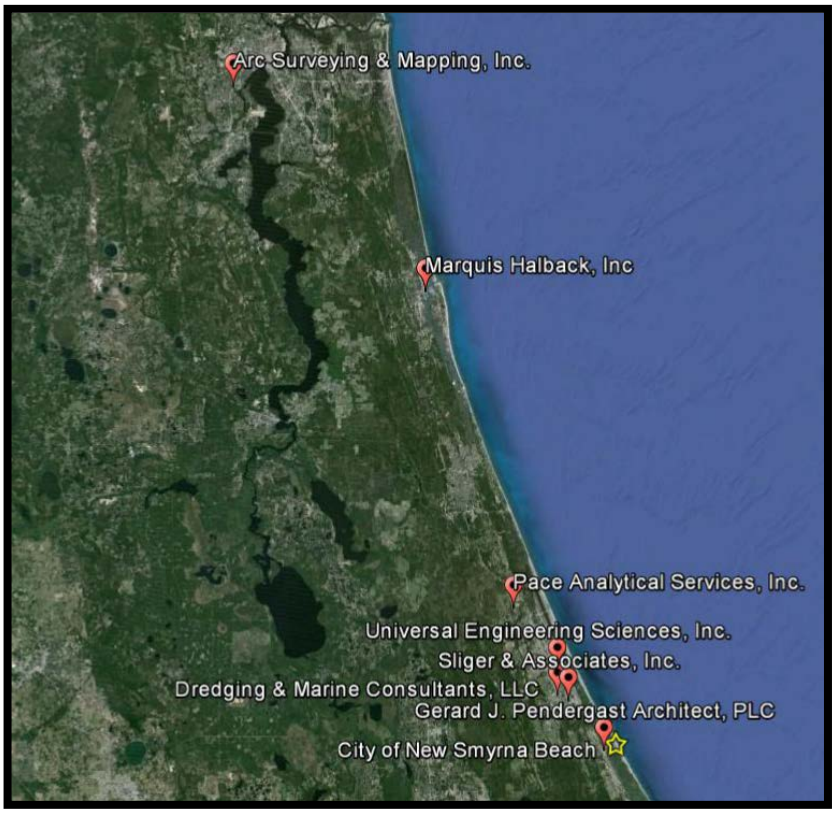


Floating Dock Facility at Riverside Park
City of New Smyrna Beach, Florida

Tab 4
Other

Our comprehensive team consists of firms with offices in the east central and northeast Florida area as illustrated in the map below. Additional information on our sub-consultant team members is presented in this tab, DMC has a very successful working relationship with these firms and we interact directly with the Principals/Branch Managers to provide the needed responsiveness and resources for our projects. In addition, these firms are extremely knowledgeable in working in marine and coastal systems. Our comprehensive team consists of the following firms or individuals, including DMC:

Dredging & Marine Consultants, LLC (Port Orange) - marine and coastal engineering, dredging planning & engineering, shoreline stabilization, waterfront parks planning, environmental resource permitting, site civil design, environmental assessments, cost or value engineering, construction management, and grant assistance.
Gerard J. Pendergast Architect, PLC (New Smyrna Beach) **–** building & structures architecture
Marquis Halback, Inc. (St. Augustine) - landscape architecture
Universal Engineering Sciences (Daytona Beach) – geotechnical testing
Arc Surveying & Mapping, Inc. (Jacksonville) – hydrographic surveying
Sliger & Associates, Inc. (Port Orange) - boundary and topographic surveying
Pace Analytical Services, Inc. (Ormond Beach) - sediment and water chemical testing



DMC Ongoing Projects

DMC has the following ongoing projects in the design or construction phase:

- City of Edgewater: Kennedy Park Seawall Restoration
- City of Port Orange: Riverwalk Park Phase 1A & 1B, Causeway Park Dock Replacement and City Center Shoreline Stabilization
- Volusia County: Blue Lake Boatramp, Shell Harbor Boat Launching Facility, Ponce Inlet Side Channel Dredging and Lemon Bluff Boat Launching Facility
- City of Daytona Beach: Ballough Rd. Bridge Expansion & Marina Village and Day Docks
- City of Holly Hill: Sunrise Park Boat Launch Facility Improvements
- City of Ormond Beach: Cassen Park Docking Facility and Breakwater
- St. Lucie County: Platts Creek Stormwater Repair, Old Fort Baffle Box and North Causeway Channel Markers
- Lake County Water Authority: Palatlakaha River M-5 & M-6 Structures Modification
- City of Tavares: Woodlea Sports Complex Lighting and Wooton Pavilion Storage Expansion

GERARD J. PENDERGAST ARCHITECT, PLC

FIRM OVERVIEW

Founded in New Smyrna Beach and Established in 2002, Gerard J Pendergast Architect, PLC has made a difference in the community. Mr. Pendergast "J" has worked closely with the City of New Smyrna Beach to develop a prototype restroom for public parks, including waterfront. He serves on many community boards and committees and works tirelessly for the architectural improvement of the area.

Gerard J. Pendergast Architect, PLC is a full service architectural firm with broad experience in multiple project types, commercial, residential, and public agency. Our team is capable of managing projects from the early stages of planning to certification of completion. By combining sound design and diligent management projects are completed on time and within budget. Personal service is reflective of the attention to detail every project receives. Successful projects are the main reason why the majority of our business is generated from repeat clients.

The firms standard of planning and design services produce innovative and sustainable solutions that meet our clients objectives and create works that tell the story of Florida's cultural, historical, environmental and artistic heritage.

The majority of my project team lives and work in Volusia County. In the event additional Architectural Staff is needed recruitment will be from Florida Architectural Universities and will provide additional professional employment in New Smyrna.

221 Canal Street • New Smyrna Beach • FL 32168 • Phone (386)427-5012 • gjp3@bellsouth.net • www.gjparchitect.com

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ESTHER STREET RESTROOM New Smyrna Beach, Florida	2012	2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of building a new restroom facility and picnic pavilions at an existing City site on the oceanfront.

J. Pendergast, Architect, designed the off-grid restroom building and open air picnic pavilions. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this restroom project is $64,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NORTH CAUSEWAY BOAT RAMP, PARKING & RESTROOMS New Smyrna Beach, Florida	2014	2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of repairing the seawall, upgrading the fishing pier, boat ramp, parking with sidewalks and building a new restroom facility at an existing City site.

Gerard J. Pendergast, Architect, PLC provided the restroom building design and construction documents. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this restroom project is $96,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SWOOPE SITE BOAT RAMP, PARKING & RESTROOMS New Smyrna Beach, Florida	2011	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of constructing a new boat ramp, parking and restroom facility at an existing City site that currently is shared by Volusia County and UCNSB. The items to be constructed include a 40 ft wide boat ramp with floating docks, a two stall restroom building with solar power, drainage system – eleven (11) structures and 950 LF of storm pipe with retention area, grinder lift station with 2,300 LF of 1½ inch force main, 9,000 SY of asphalt pavement and 5,500 SY of shell parking area, and numerous site improvements such as sidewalk, benches, railings, etc.



QLH obtained the services of J. Pendergast, Architect, to provide the restroom building design and construction documents. The restroom building is completely off the grid using photovoltaic panels and a standby battery system. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this entire project is $1,286,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

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Marquis Halback, Inc.

Firm Profile

Located in the nation's oldest city of St. Augustine, Florida, **Marquis Halback, Inc.** has earned a distinct reputation for creating unique design solutions and compelling images of change.

Offering a wide variety of planning, design and management services, principals Jeremy Marquis and Fred Halback, along with the entire talented team, assess project conditions and values creating environments that are *functional*, *creative* and *sustainable*.

Services offered by the firm include:

Landscape Architecture
Planning
Urban Design
Project Management

Areas of expertise include *historic & cultural places*, *work environments*, *community parks & public buildings*, *urban environments*, and *places to live*.

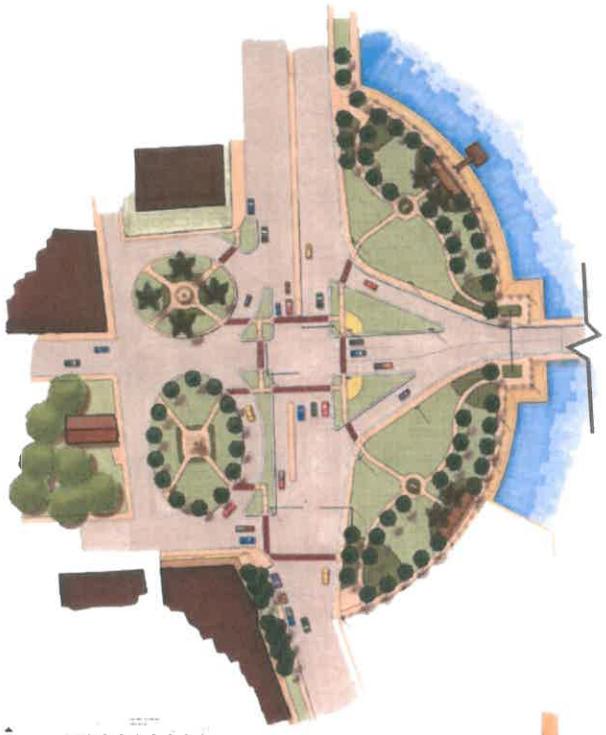
179 King Street
St. Augustine, Florida 32084
Ph: 904.825.6747

Website:
www.Halback.com

Marquis Halback

St. Augustine, Florida
LC0000391











Bridge of Lions Rehabilitation

Understanding the Past, Planning for the Future

Built in 1927, this historic bridge has undergone a complete rehabilitation.

As a member of the Bridge Design Team and responsible for the Public Participation Program and conceptual design, **Marquis Halback, Inc.** provided historic research and analysis, as well as landscape architectural design services for the improvement of the bridge's historic approaches and parks located on the east and west ends.

The final design focused on solving modern urban challenges, where issues like traffic and pedestrian circulation were addressed within the most appropriate historic context.

Location
St. Augustine, Florida

Client
Florida Department of Transportation
RS&H, Inc.

Marquis Halback, Inc. Scope
Public Participation Officer
Urban Design
Landscape Architectural Design

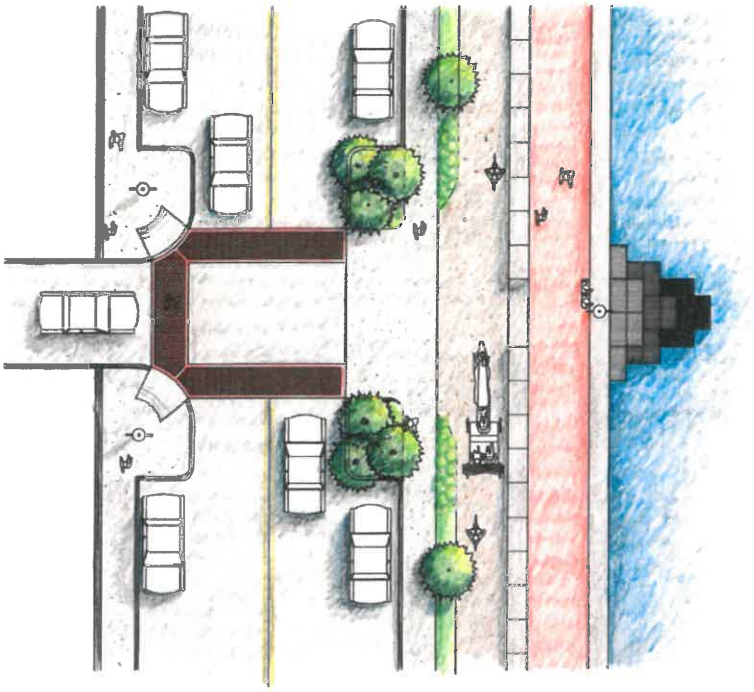
Size
Approaches and Parks: 2.3 acres
Bridge Length: 2,000 feet

Awards
ASLA, Florida Chapter, Award of Honor
APWA, Florida Chapter, Project of the Year in Historic Restoration/Preservation

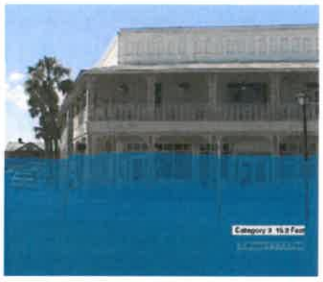
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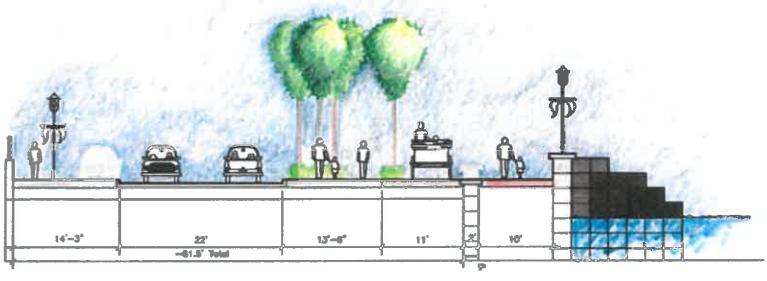
Creating Compelling Environments to Live, Work, and Play
www.Halback.com











Matanzas River Historic Seawall

Preserving Yesterday, Protecting for Tomorrow

The Seawall Reconstruction Project is a result of tropical storm and hurricane damage to the historic seawall built in 1833 by West Point cadet engineers.

Marquis Halback, Inc. was hired to determine the feasibility of this flood control project. Duties included researching pertinent issues, synthesizing the information into easily understandable graphics and reports, and presenting it to citizens in a series of carefully planned public meetings and design workshops.

By integrating the City's goals, citizens' priorities, and solid urban design and engineering principles, the project has been funded by FEMA.

Location
St. Augustine, Florida

Client
City of St. Augustine

Marquis Halback, Inc. Scope
Public Participation Program
Urban Design
Landscape Architecture

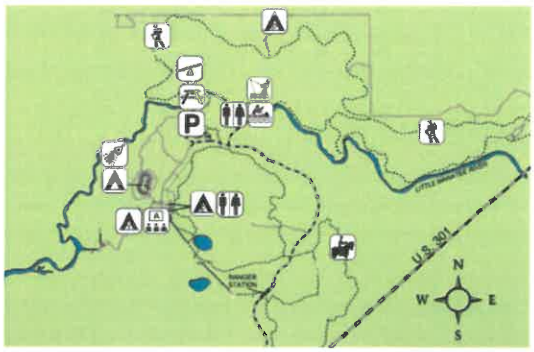
Size
1,250 feet

Awards
Florida Chapter ASLA, Award of Honor, 2003

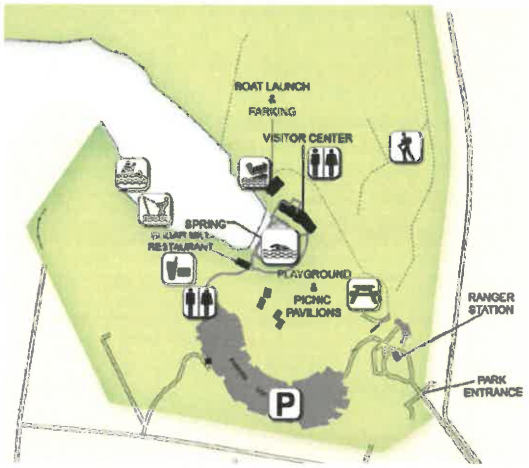
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Florida State Parks

Little Manatee River State Park & Deleon Springs State Park

The landscape architect was commissioned as prime consultant to develop plans for Little Manatee River Sate Park. Following the development of a master plan, **Frederick Halback**'s team developed 2.5 miles of roadway, parking areas, picnic facilities, canoe launches, camping areas, and trailheads for hiking and horseback riding.

At Deleon Springs State Park, the landscape architect worked with the State of Florida Department of Natural Resources to develop plans for an improved entry road, parking, swimming area and bulkhead that blended into the natural surroundings. Today, the spring is visited by thousands of park guests who swim, fish, and paddle canoes in the beauty of 'Real Florida.'

Location
Wimauma, Florida (Little Manatee River SP)
Deleon Springs, Florida (Deleon Springs SP)

Client
Florida Department of Environmental Protection

Scope
Project Management
Landscape Architecture & Park Design

Size
1,600 acres (Little Manatee River SP)
600 acres (Deleon Springs SP)

Executed while a Senior Principal with Herbert Halback, Inc.

Marquis Halback

St. Augustine, Florida | Boone, North Carolina
LC0000391











Lake Eola Park

Downtown's Living Room

Lake Eola Park returned to the public an important downtown open space. **Frederick Halback** developed a timeless plan and as the prime consultant addressed a multitude of issues, such as downtown economic development, image, event production, urban linkages, and safety.

Working with the City, Civic Groups, Police, adjacent businesses and residential participants, a comprehensive plan was developed. The urban park provides over one (1) mile of lake front for major downtown events, from art festivals to concerts, holiday events, and fireworks.

It is the downtown living room used by locals and visitors and has become the most photographed element of downtown.

Location
Orlando, Florida

Client
City of Orlando

Scope
Project Management
Urban Design
Landscape Architecture

Size
60.0 acres

Awards
AAN, National Landscape Award
ASLA, Centennial Celebration - Medallion Award
ASLA, Florida Chapter, Award of Honor
AIA, Mid-Florida Chapter, Award of Merit
Secretary of State, Florida Design Arts

Executed while a Senior Principal with Herbert Halback, Inc.

Marquis Halback

St. Augustine, Florida | Boone, North Carolina
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About Universal Engineering Sciences

WHO WE ARE

Universal Engineering Sciences, Inc., is one of the oldest and most recognized professional engineering consulting firms in the State of Florida serving the southeastern United States. Our broad client base includes many prominent corporations, developers, designers, planners, contractors, public sector agencies, municipalities, architectural, engineering firms and amusement companies. Universal has earned a reputation for providing responsive, reliable service, sound technical engineering support, and stability in the industry. The company has been ranked each year consecutively by Engineering News-Record as one of the Top 500 Engineering Design Firms in America since 1985. Universal's long-term presence in the design and construction industry provides several additional advantages; most important are: local experience, quality service, and reliability.

WHAT WE DO

Our wide range of in-house services includes: geotechnical engineering, subsurface exploration and environmental drilling, construction materials testing and threshold inspection, building code compliance inspection and plan review, geophysical services, and a wide range of environmental sciences. We have been providing our dynamic line of services to clients across the United States in the design and construction industry since 1964.

HOW WE'RE DIFFERENT

Universal's uniqueness is due, in part, to our being completely family-owned and operated. The company was founded in Merritt Island, Florida, in 1964 by Mr. Sy Israel, who remains actively involved in the firm as our chairman and chief executive officer. His son, Mark C. Israel, PE, is president of the company, running the day-to-day operations. Unlike many large corporations and conglomerates, both Sy Israel and Mark Israel are accessible to clients and staff—they are involved and they care! This factor, combined with the stability of ownership and management staff, as well as our committed to service philosophy, has contributed to our continued success, growth and longevity in the business. Universal's family-oriented work environment and excellence-in-service incentive programs help maintain the long-term employment of many highly qualified and dedicated professional and technical personnel committed to providing our clients with superior customer service, rapid response times, technical accuracy and on-time reporting.

WHERE WE ARE

Universal's corporate office, located in Orlando, Florida, is supported by 17 additional branch offices strategically located throughout Florida and Georgia. This coverage ensures that our clients receive responsive, quality service, and that we will always be there when you need us. The Universal family is currently comprised of nearly 600 experienced professionals and support specialists who are dedicated to solving problems, developing innovative ideas and time and cost-saving techniques (value engineering) for our clients. The continued growth of our "family" can be attributed to our wide range of satisfied clients, continued referrals, repeat business and market-expanding efforts.

WHY YOU NEED US

Universal's history, experience, organization and approach to doing business all combine to make us a unique engineering firm. Our priority is to see that our clients' objectives are met within budget; projects are implemented on schedule; and all quality and service requirements are fully satisfied. Our philosphy is to meeting the needs of our clients by doing whatever it takes.

Visit us on the Web at: www.UniversalEngineering.com

UNIVERSAL
ENGINEERING SCIENCES

911 Beville Road, Suite 3
South Daytona, FL 32119

Phone: 386.756.1105
Fax: 386.760.4067



Arc Surveying & Mapping, Inc.

Arc Surveying & Mapping, Inc. is a multi disciplined company with offices in Jacksonville and Melbourne, Florida and Memphis, Tennessee. Since 1986 Arc has helped public and private sector clients to achieve their goals by collecting and providing accurate, reliable, cost effective topographic and hydrographic data.

Arc is staffed by an innovative team of professionals, each committed to excellence. Our surveyors and mappers are equipped with modern topographic and hydrographic equipment and can transmit digital survey data directly from any jobsite to Arc offices or those of our clients.

Arc is especially proficient with surveys that require quick turn around, such as large earthwork construction, dredging and navigation projects. Clients include the ACOE, DOT, NOAA, USCG, many construction companies and most major engineering companies.

Arc's maps are available in all computer formats, including MicroStation and AutoCAD. The company is continually raising the competitive bar by providing clients with interactive 3D models and holograms which are among the most compelling visualization products in the world.

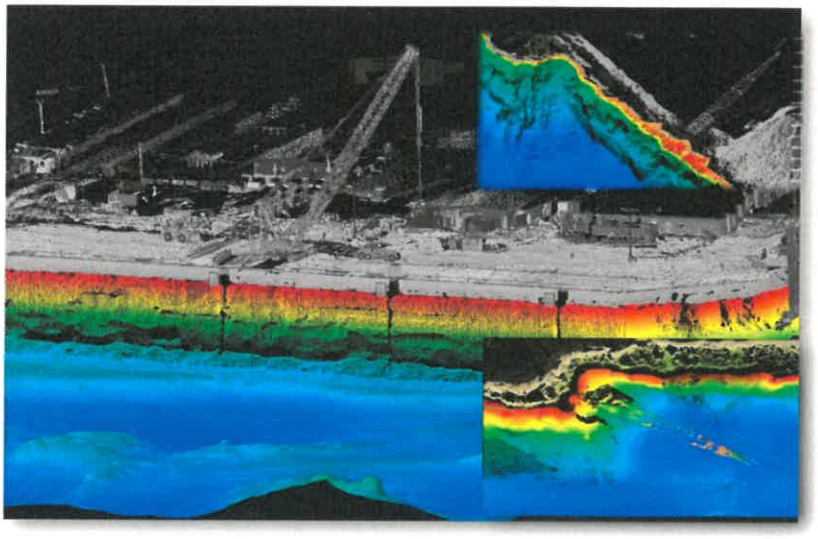
For more information regarding Arc Surveying & Mapping, Inc., please visit our website www.arcsurveyors.com.



- Environmental Surveys
- Hydrographic Surveys
- Construction Surveys
- Topographic Surveys
- Engineering Surveys
- Structural Surveys
- Sediment Surveys
- Ports & Harbors
- Laser Scanning
- Utility Surveys
- Virtual Reality
- Land Surveys
- Consulting
- CAD/GIS
- GPS







5202 San Juan Avenue, Jacksonville, FL 32210 | (904) 384-8377
www.arcsurveyors.com

SLIGER & ASSOCIATES
incorporated

Founded in 1974 by Gus A. Sliger, former Chairman of the Florida State Board of Land Surveyors, Sliger & Associates, Inc. is the largest full-service professional land surveying firm in East Central Florida. When performance, reliability, and professionalism count, our reputation speaks for itself.

For more than thirty years, Sliger & Associates' team of professionals has provided complete customer service, consistent timeliness and accuracy, pioneering use of industry technology, great employees, and commitment to community service. When performance, reliability, and professionalism count, our reputation speaks for itself. We have successfully served the governments, businesses, and citizens of Central Florida since 1974.

Sliger & Associates brings more than 300 years of combined surveying experience to every project. Along the way, we pioneered much of the surveying technology in our area. Sliger & Associates was one of the first surveying companies to utilize GPS, robotics, laser and digital data collection in surveying. Sliger & Associates brings more than 300 years of combined surveying experience to every project. Sliger & Associates is licensed and qualified to provide most any type of survey, including: As-Built, Boundary, Condominium, Construction Layout, Control, Hydrographic, Mean High Water Line, Quantity, Right of Way, Topographic and Special Purpose surveys.

We currently have 25 employees who comprise our team of four Professional Land Surveyors, five Field Crews, a complete CADD department, an independent Research Department, and Administrative support.

Senior Staff:
Joseph E Zapert, PLS
President
Steven T Kruger, PLS
Vice President
Clyde Van Kleeck, Jr, PSM
Senior Project Manager
Michael S Murphy, PSM
Senior Project Manager

Office Location
Sliger & Associates, Inc.
3921 Nova Road
Port Orange, Florida 32127

Reach us at:
386.761.5385
Toll free: 1-877-7-SLIGER
386.760.0619 fax Website: www.sligerassociates.com






Dredging & Marine Engineering

Coastal Parks & Recreational Planning

Seawall, Boardwalks, Docks, Ramp Design

Shoreline Stabilization & Protection

Civil Site Development

Stormwater Management

Grant Assistance

Environmental Resource Permitting

Endangered Species & Wetland Surveys

Shoreline Habitat Enhancement

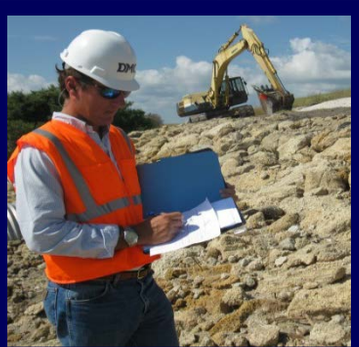
Water Quality Management

Construction Inspection & Management

DMC

Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129










ORIGINAL

RFQ 04-16-ENG

CONTINUING PROFESSIONAL ENGINEERING SERVICES for MARINE APPLICATIONS ONLY

March 29, 2016

DMC

Dredging & Marine Consultants

Planning • Engineering • Environmental • Permitting • Inspection





Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS
MBE/DBE/SBE FIRM

March 29, 2016

Ms. Carole Wimmer, CPPB
Purchasing Coordinator
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RFQ 04-16-ENG: Continuing Professional Engineering Services for Marine Applications Only Transmittal Letter

Dear Selection Committee:

Dredging & Marine Consultants, LLC (DMC) is grateful to have this opportunity to submit this qualifications package to City of New Smyrna Beach for the above referenced services. As a multi-disciplinary Engineering and Environmental firm established in Port Orange since 2002, DMC is excited to have this opportunity so we can directly work with the City its many waterfront projects. As indicated by our name, we specialize in marine related projects; DMC has worked as a sub-consultant for the City for almost a decade, and has helped the City secure funding through Florida Inland Navigation District for many of its projects. We are thrilled to have been an integral part of the City's growth and look forward to continuing to assist in improving the City's waterfront and coastal facilities. DMC can provide all the necessary skills the City has requested and has assembled a comprehensive team that we have worked with on multiple marine related projects; including projects for the City of New Smyrna Beach. Our sub-consultants include, Mr. Gerard J. Pendergast Architect, PLC; (Building Architect), Marquis Halback, Inc. (Landscape Architect), Sliger & Associates, Inc.; (Boundary and Topographic Surveyors), Arc Surveying & Mapping, Inc. (Hydrographic Surveyors), Pace Analytical Services, Inc. (Sediment and Water Testing), and Universal Engineering & Testing, Inc. (Geotechnical Investigations and Testing). This team brings local, state and nationwide experience in waterfront park development and is capable of producing signature designs for the City. Our engineers and scientists work hand-in-hand to provide well thought out, cost effective, pragmatic and resilient final products for our clients based on over 100 years of combined experience in the land-based, freshwater, estuarine and coastal environments within the State of Florida. We believe the hands on management, good communication and in-depth design and permitting experience DMC has demonstrated on previous City projects is the perfect fit to successfully develop the City's marine waterfront!

DMC has worked with many local governments, including the City of New Smyrna Beach and Volusia County, on multiple waterfront park projects, and the development of existing waterfront park amenities We believe that the City will greatly benefit from a team like DMC's that can provide comprehensive services and meet the aggressive timeline with deliverables. Furthermore our team is experienced in hosting public workshops, planning, design, engineering, permitting, environmental assessments, surveys, and coordination and reporting with regulatory agencies as well as the grant funding agencies. Besides FIND, DMC has assisted many of our clients in successfully securing funds such as Volusia ECHO, FRDAP, NRCS, CDBG, FEMA and FWC-FBIP. One of the key strengths of DMC, in addition to our expertise with marine applications, is our ability to listen to the needs of our clients, and offer guidance in planning and phasing projects so we can leverage grant funding to minimize the City capital layout.

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

I will be the Point of Contact for any work authorization under this solicitation and can be contacted at **4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129; Tel: (386) 304-6505; Fax: (386) 304-6506; Mobile: (386) 846-4760; email: spatel@dmces.com.** I am authorized to represent DMC for any contractual services. I have been active in many organizations such as Volusia County Association for Responsible Development (VCARD Current Chair) and have facilitated workshops on waterfront developments and the CRAs in Volusia County. I am personally committed to ensuring that our work will create positive accomplishments that not only residents and visitors to the City of New Smyrna Beach can be proud of, but ones that the DMC team can proudly claim to be a part of for years to come.

I along with our project managers; Steve Kuhn, P.E., and Niles Cyzycki, B.Sc., will be involved in every aspect of any project to ensure the City that our qualified team will lead you comfortably and confidently within project budget, in a timely and responsive manner, as we do for all our projects. We will ensure consistent communication and updates on the project. **Our goal is to manage projects so that the City's Project Manager does not have to invest more than supervision time!** We look forward to continuing our professional relationship and being a part of the team that works on this exciting opportunity.

Over the last 13 years, we have proudly distinguished our company as a LOCAL Volusia County marine engineering firm for most of the Volusia County cities, as well as for the County as its current Coastal Consultant. We offer a holistic approach to all our projects so that the most efficient engineering and fiscal solution can be applied to any project we undertake.

Marine projects are our strength and we take great pride in bringing first-class concepts, designs and a qualified team to assist the City with **growing and enhancing its Marine Facilities!** We would be honored to be selected as one of YOUR CONSULTANTS for these MARINE services and would be available to present our capabilities further through a presentation, if needed. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC.

Shailesh K. Patel, M.Sc., CPSSc.
Principal/ Managing Member

CITY OF NEW SMYRNA BEACH

ADDENDUM NUMBER 1

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is an Addendum to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #1 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

Proposer Signature

Dredging & Marine Consultants, LLC

Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

Question 1: Is this RFQ for a completely new Contract or, is there an incumbent for this work? If there is an incumbent, would you tell me who that is?

Answer 1: There are no incumbents. This is a first-time RFQ.

Question 2: Is the City planning on choosing only one consultant under this contract?

Answer 2: No, per the RFQ language, a list of a minimum of three (3) firms will be developed and advanced to the City Commission.

Question 3: For the budget and timelines to be provided, is it necessary to provide construction budgets and timelines? What if we were only involved in the design/permitting and not construction?

Answer 3: The word "construction" does not appear in the requirement for budgets and timelines. This is what it says:

Experience: Provide examples of no less than three (3) previous projects working with:

- ☐ Grant and permitting agencies
- ☐ Site development projects
- ☐ Original budget vs. actual budget
- ☐ Estimated timelines vs. actual timelines
- ☐ Project manager's management capabilities

We are asking for the budget and timeline information for whatever part of the project for which you had responsibility.

Question 4: Are there specific projects already identified under this effort or, will projects be identified by the selected consultant?

Answer 4: There are no specific projects identified at this time. The City will identity the projects as needed, and select one of the firms from the approved list.

Question 5: What projects and budgets are anticipated to be awarded under this RFQ?

Answer 5: Please see Answer 4. This RFQ is to establish a pool of qualified firms for the City to use, as needed, for projects during the contract term. These projects and budgets are unknown.

Question 6: The deadline for submitting questions is stated as March 10, 2016 on page 2 and 9, but as February 29, 2016 in Section E, page 11 of 22. Can you clarify the deadline for submitting questions?

Answer 6: Pages 2 and 9 are correct. The deadline is March 10.

END OF ADDENDUM #1

CITY OF NEW SMYRNA BEACH

ADDENDUM NUMBER 2

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 2** to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to clarify the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #2 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:



Proposer Signature

Dredging & Marine Consultants, LLC

Firm Name

The following represents clarifications, additions, deletions, and/or modifications to the above referenced RFQ and shall become part of the referenced Bid and shall be binding as if originally contained therein.

The bid document references documents which were not part of the Request for Qualification document, but will be required of any firms moving forward in the evaluation process. The language in the documents says this:

> All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

There were no attachments to the RFQ, so that isn't required at this time.

That form packet will be provided for completion to firms who are short-listed.

The information required for the opening March 29, 2016 at 3:00 pm is listed in the document you received, and Addendum 1.

The Response Format, Section K shows the information required in Tab format. Insurance Certifications are required, as listed in Tab 1.

Please be sure to sign and return this addendum and Addendum 1.

Thank you.

END OF ADDENDUM #2

Table Of Content

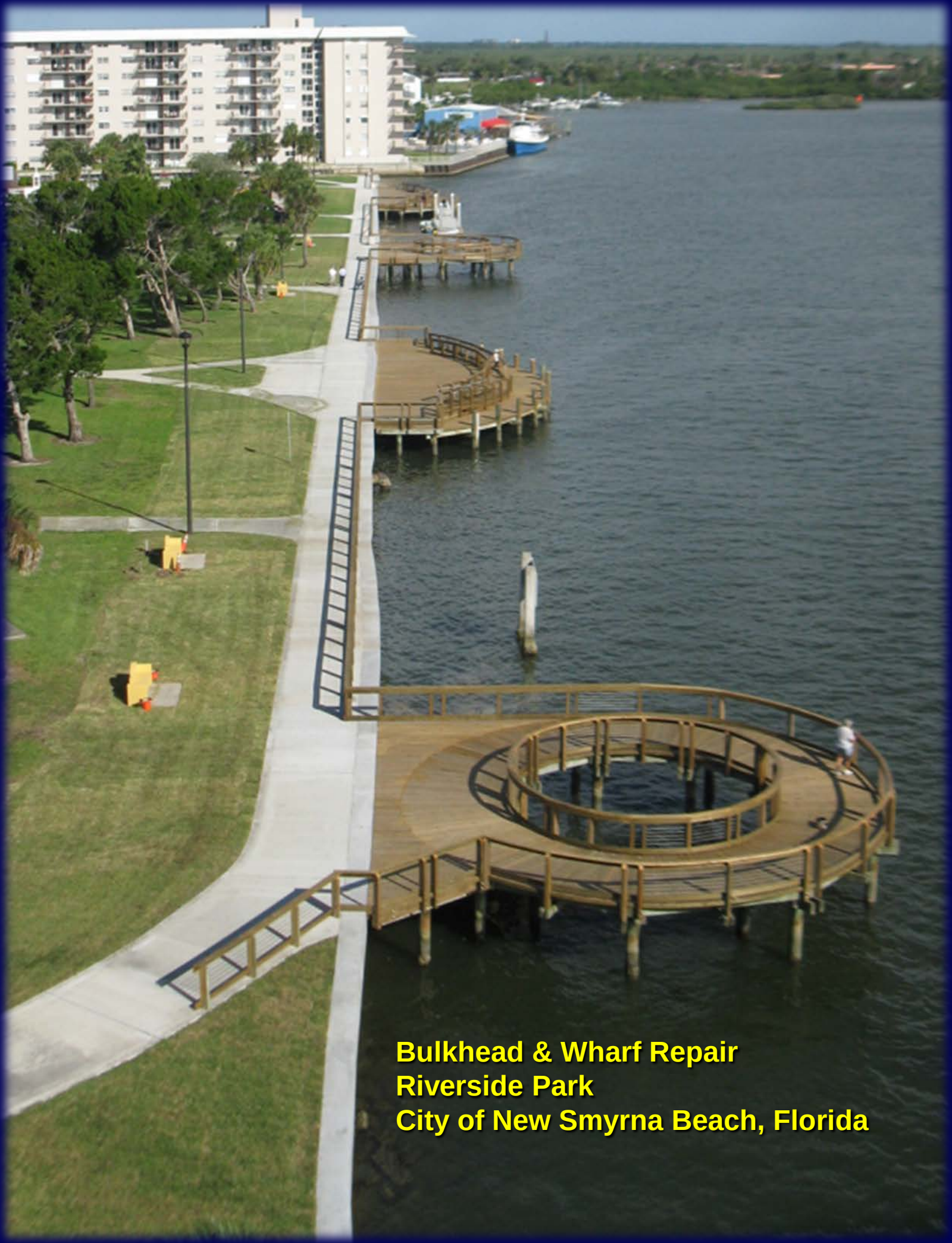
Tab 1 - Qualifications of Firm

Tab 2 - Experience

Tab 3 - Client References

Tab 4 - Other





Bulkhead & Wharf Repair
Riverside Park
City of New Smyrna Beach, Florida

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Tab 1
Qualifications of Firm

Licenses/Insurance:

Dredging & Marine Consultants, LLC (DMC) is a licensed by the State of Florida to provide Engineering services. We have the required State registrations and tax receipts to conduct work in Florida and carry the necessary insurance coverages. All applicable licenses, registrations, and insurance certificates are included at the end of this Tab.

Location of Office Conducting Work:

DMC corporate office is located in Port Orange, FL and all project coordination, management, marine engineering and environmental work will be coordinated and completed from this office. The office is located at 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129.

Firm Overview:

DMC, established in 2002, is a Limited Liability Company registered in Florida with offices located in Port Orange, Volusia County; Fort Pierce, St. Lucie County, St. Augustine; St. Johns County & Tavares, Lake County. DMC offers the following services:

PLANNING

- Feasibility Assessment
- Public Involvement & Consensus Building
- Grants & Funding Sources
- Bid Preparation & Management
- Hurricane Planning and Recovery



ENGINEERING

- Site Civil & Stormwater Engineering
- Dredging & Material Management
- Shoreline Stabilization & Protection
- Marinas, Seawalls, Docks & Ramps
- Road, Bridge & Drainage Design



ENVIRONMENTAL

- Ecological Resource Surveys
- Environmental Monitoring & Compliance
- Water Quality & Sediment Collection
- Biological, Chemical & Physical Analyses
- Coastal Reef Management



PERMITTING

- Regulatory Agency Coordination
- Mitigation Planning & Monitoring
- Environmental Resource Permitting
- Threatened & Endangered Species Relocation
- Sovereign Submerged Lands Lease Preparation



INSPECTION

- Construction Inspection & Reporting
- Existing Structures Assessment
- Environmental Compliance Monitoring
- As-built Certification & Project Close-out
- ADA Compliance & Safety



Our team of professional engineers, biologists, ecologists and field inspectors will assist you with all aspects of your marine related civil and structures design, planning, grants management, engineering, environmental assessments, including gopher tortois agents for excavation and relocation, permitting, bidding, and construction inspection and management. Our team has a combined 100+ years of experience in the design and permitting of public works and private projects in all types of Florida environments, including freshwater, estuarine and coastal systems. In addition, we offer our clients efficiency and value through a unique complement of engineers and environmental scientists working together on any project. We have established a good working relationship with regulatory agencies, contractors and product manufacturers that allows us to "design-permit-build" your project. We interact with many Florida Marine Contractors and keep abreast of the latest marine products and qualified contractors, helping to implement client projects successfully. Our experience in implementing projects enables us to prepare and solicit bids, review bids with the client, recommend contractors, and conduct an effective pre-construction meeting to get construction started on the right track. During construction, DMC inspects and manages the project thoroughly to ensure engineering and environmental monitoring and compliance. Once completed to specification, the project will be signed, sealed and certified by our project engineer. We also assist with grant writing and grants administration, if required. One of DMC's strengths is assisting clients with assessing and inspecting the condition of their marine and stormwater facilities, systems and structures to prioritize and budget work required as part of the Capital Improvement Projects (CIP).

DMC's personnel assigned to any project under this solicitation will consist of the following technical and administrative staff from all our offices:

Shailesh K. Patel, MSc., CPSSc. – Principal, QA/QC, Public Engagement, Planning & Coordination
Steven Kuhn, P.E. – Sr. Engineer; Site Civil Engineering and Waterfront Structures
Niles C. Cyzycki. B.Sc. – Sr.Ecologist; Permitting, Environmental Assessments, Grants Writing
Curtis N. Todd, P.E. – Sr. Engineer; Site Drainage, Shoreline Stabilization and Structures
Will Cornelius , P.E. – Geotechnical Engineer; Foundations, Seawalls structures and Soils Engineer
Joel Steward, MSc. – Sr. Biologist; Water Quality and Shoreline Habitat
Joseph Rivera – Construction Inspector
Ankeet Rama – AutoCAD/GIS Technician
Jaye S. Patel – Office Manager/Finance

Serving the governments and citizens of the State of Florida responsibly and professionally is our primary objective. We look forward to listening to your needs and working with you to successfully achieve your goals.

Consultant Project Manager:

DMC's philosophy of selecting a Project Manager is based on the specific project requirements and ability of the staff member to effectively and responsibly communicate with our client. Mr. Stephen Kuhn, P.E. has a Civil Engineering background with project experience in boardwalks, seawalls, and boat launch design in addition to his site planning and stormwater experience. He will serve as the designated Engineering Project Manager. He is currently working on the City of Port Orange's second phase of Riverwalk Park, City of Holly Hill's redesign of the Sunrise Park Boat Launching Facility and the City of Edgewater's Conceptual Master Plan for the Whistlestop Park which recently had a $3.5 million dollar referendum approved by local voters. As per DMC's Project Management Protocol to meet our needs, we assign a co-manager and Mr. Niles Cyzycki will serve in that capacity on all projects. Niles has worked on every project we have designed for the City of New Smyrna, lives in the City of New Smyrna Beach and is very familiar with the local marine and coastal issues. In addition to these two highly qualified individuals that will manage the projects, Mr. Shailesh Patel, Principal, is always be available to City staff to ensure that our team is serving the City's needs on budget and on schedule. DMC has worked extensively as a sub-consultant on City projects with Mr. Kyle Fegley and Mr. Khalid Resheidat at the City and you can verify this management style. Our goal has always been to have our Client Project Manager invest minimal time on DMC managed projects. In addition, to this staff we have two other professional engineers, Mr. Curtis Todd, P.E., who has worked on many of the City's past projects and Mr. Will Cornelius II, P.E., with geotechnical and waterfront structures design experience. The resumes of these and other key personnel are included in this qualifications package.

Consultants Commitment to use Same Personnel:

DMC has served the City as a sub-consultant in multiple projects in the past and we have always maintained the same staff continuity on all our projects. We will continue to commit to utilizing the same staff. This is why we believe that our Project Management protocol of having a Manager and co-manager serves our clients well. There is no disruption in communication even when one staff member is out of office or on vacation, we remain available and responsive to our clients at all times!

Certified Minority Business:

DMC is a State of Florida Certified Minority Business Enterprise (MBE), a FDOT Disadvantaged Business Enterprise (DBE) and South Florida Water Management District Certified Small Business Enterprise (SBE). A copy of these certifications are presented at the end of this Tab.

Consultants Workload/ Performance Capability:

We have provided the names of individuals we have interacted with at the City of New Smyrna Beach as well as other client references so that you can contact them on our Performance Capability. Workload is not an issue at DMC, as we have weekly project Manager's meetings to identify and prioritize staff and direct staff resources where needed. A healthy on-going work load is always desired because that is how we stay in business, but we never lose sight of the fact that we have to prioritize projects based on deliverables, grant deadlines and securing

permits. We have assisted the City with submitting grants through FIND and FWC, have presented these projects to the Funding agency review boards and been successful in securing all the grants we have applied to for the City. We add that we have also been a resource to the City when the staff has had questions on seawalls, shoreline habitat, marina sewer pumps, floating docks and potential seawall issues. We have been not only responsive in calling back or emailing, but have taken the time to meet the staff at site to better understand the concerns so that we can offer the best possible solutions. We feel this is another aspect of performance capability.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

PROFESSIONAL LICENSES









State of Florida
Department of State

I certify from the records of this office that DREDGING & MARINE CONSULTANTS, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on September 16, 2002.

The document number of this limited liability company is L02000024010.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on January 6, 2016, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2016

Ken Detzner

Secretary of State

Tracking Number: CC5948868685

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

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

2016 City of Port Orange Business Tax Receipt

DREDGING & MARINE CONSULTANTS
4643 CLYDE MORRIS BLVD 302

PORT ORANGE FL 32129

ISSUE DATE: **December 28, 2015**

EXPIRATION DATE: **September 30, 2016**

OWNER NAME: SHAILESH K. PATEL
BUSINESS ADDRESS: 4643 CLYDE MORRIS BLVD 302

BUSINESS TAX NUMBER: 16-00019758
CLASSIFICATION: ENGINEER COMMERCIAL
COMMENTS:
STATE LICENSE NUMBER: 9410 02/28/17
(If Applicable)

TOTAL PAID: $60.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July **as a courtesy reminder** to allow time for processing payments, printing, and mailing renewed Receipts. **It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.**

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional $250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to $250.00.

Dredging & Marine Consultants

DMC ENGINEERS • SCIENTISTS

Proof of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2016

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

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

PRODUCER	CONTACT NAME: Certificate Department
Sihle Insurance Group 1021 Douglas Avenue Altamonte Springs FL 32714	PHONE (A/C, No, Ext): 407-869-5490 FAX (A/C, No): 407-389-3980 E-MAIL ADDRESS: Cerificates@sihle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE EXPRESS INS CO	10163
INSURER B: Lloyds of London	29253
INSURER C: Bridgefield Employers Ins. Co.	10701
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	
Dredging & Marine Consultants, LLC 4643 S. Clyde Morris Blvd., Suite 302 Port Orange FL 32129	DRED&MA-01

COVERAGES **CERTIFICATE NUMBER:** 1861862271 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PGIARK05599 00	11/28/2015	11/28/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $10,000 $2,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			D5998976-8	11/7/2015	11/7/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		830-52166	12/18/2015	12/18/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
B	Professional Liability Retroactive Date 11/19/2002 Pollution Liability			PGIARK05599-00	11/28/2015	11/28/2016	Each Occurrence Aggregate Deductible	$2,000,000 $2,000,000 $5,000

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

** For Bid, Proposal and/or Informational Purposes Only **

CERTIFICATE HOLDER

** For Information Only **
For Bid, Proposal and/or Informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dana R Bird

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Dredging & Marine Consultants
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Certifications

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

Dredging & Marine Consultants, LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541330 – 541340 – 541620 – 541690 – 562910

Note There may be other Approved NAICS Codes. The online DBE Directory includes a complete list of Approved Codes

By: George I. Morning, GCAA - Small Business Development

ANNIVERSARY DATE - Annually on January 28, 2017

State of Florida

Minority, Women & Florida Veteran Business Certification

Dredging & Marine Consultants, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/18/2015 to 08/18/2017

Chad Poppell, Secretary
Florida Department of Management Services

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us

Dredging & Marine Consultants
DMC
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Certifications Continued

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 108651

February 15, 2016

CERTIFICATION EXPIRATION DATE
February 15, 2019

Shailesh K. Patel, Manager
Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129

Dear Mr. Patel

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Sandra Hammerstein

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Bureau

/sh

Dredging & Marine Consultants
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Certifications Continued

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Niles Cyzycki

FLORIDA

June 28, 2006 Inspector # 12876
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

UNIVERSITY OF CENTRAL FLORIDA
Stormwater Management Academy

Hereby Awards This Certificate To
Stephen Kuhn
License Number: 67486
For your participation in and completion of the
BMPTRAINS Model Training Workshop
6 PDH Contact Hours
January 28, 2010
Orlando, Fl.

ASA–CSSA–SSSA

www.agronomy.org | www.crops.org | www.soils.org

Shailesh Patel

is a member of

Soil Science Society of America - 25 Years

through September 30, 2011.

Member Number: 24815
Status: Member

ARCPACS
A Federation of Certifying Boards in Agriculture, Biology, Earth and Environmental Sciences
Certifies that
Shailesh Kanoobhai Patel, MS
Subscribes to the Code of Ethics and has met the requirements established for the certification of a
Certified Professional Soil Scientist

Certification effective from:
01/01/2010 to 12/31/2011
Number: 24815

SSSA President
Soils Certifying Board Chair

Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Niles Cyzycki
Permittee Address: Dredging and Marine Consultants, LLC
4643 S. Clyde Morris Blvd. Unit 302
PORT ORANGE, FLORIDA 32127
UNITED STATES

Permit Number: GTA-10-00002**D**
Effective Date: **December 18, 2015**
Expiration Date: **January 5, 2018**

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: Niles Cyzycki Date: 12-18-15

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

Authorizing Signature: _____ Date: 12/18/2015
Species Conservation Planning Section

SHAILESH "S.K." PATEL, M.SC., CPSSC.

PRESIDENT, SENIOR SOIL SCIENTIST

Shailesh Patel founded **DMC** in 2002 and serves as the Principal Point of Contact for all projects. He has 20 years of experience in the engineering and environmental consulting business and in particular developing viable projects for private, municipal, and county entities. He has worked on numerous waterfront parks, watershed water quality and land development projects that have included the planning, design, engineering, facilities inspection, permitting, environmental, sediment and materials assessments, including full construction administration and inspection services, including permit compliance. His vast experience spans the fields of dredging, waterfront facilities and related structures, including buildings, parks, mining wastes, drainage and stormwater management, erosions related to walkways and roadways, wetlands and associated mitigation. He is active in many technical and civic service organizations and has twice served as the President of the Florida Lake Management Society and is currently the Chair of Volusia County Association for Responsible Development. He has managed or assisted with numerous controversial public dredging and marina projects from initial feasibility studies, involving the public, to bidding, implementation and Inspection to post-construction project close-out. Shailesh continues to add to his extensive knowledge of designing cost-effective, environmentally-sound and safe lake, estuary, and canal/channel dredging and shoreline stabilization and land development projects, including sediment treatment, management, disposal operations, beneficial uses of dredged sediments, source control and impacts of tidal, storm or hurricane surges on protection of structures. He is very knowledgeable in dealing with "muck" sediment dredging and handling and was invited by the Maryland Port Authority to share his experience on this topic and has assisted the Florida Department of Environmental Protection with promulgating ways to provide TMDL credits for "muck" removal within the Indian River Lagoon. He is well spoken and understands the value of effective listening and communication with our clients and the public. He has presented project technical information to City and County councils for many projects for better decision and policy making. He has the ability to visualize the long-term needs of clients and understand the economic, social, fiscal and political climates and has worked on many highly visible and challenging and often controversial projects so that they can be implemented. His biggest attribute is to be able to forge a good relationship and open communication with various stake holders on large scale projects and keep the various stakeholders focused on the goal of long-term projects. He continually participates in professional, scientific, and marine construction conferences to keep abreast of advances in dredging, water quality, and latest marine products to educate the public and clients. He passionately promotes responsible development and resource protection along our waterways and waterfront communities.

EDUCATION

- Candidate to Ph.D, Soil & Water Science, University of Florida, Ongoing
- Annual FLMS Workshop Presenter, Managing a Sediment Removal Project
- Small Business Development, BCC, 2002
- Dredging Engineering Short Course, Texas A&M, 2002
- BCI Engineers & Scientists, Inc. Project Manager's Training, 2001
- M.Sc. (Soil & Water Science) University of Florida, 1989
- B.S. (Plant Science & Technology) NC A&T SU, 1986

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- American Society of Agronomy, Certified Professional Soil Scientist No. 24815
- National Dredging Team
- Florida Lakes Management Society (Vice President 2002-2003, President 2003-2004 & 2008-2009)
- North American Lakes Management Society (SENALMS Conference Chair 2003)
- Indian River Lagoon Program Technical Advisory Committee
- Tampa Bay National Estuary Program Technical Advisory Committee
- Charlotte Harbor National Estuary Program Technical Advisory Committee
- Soil Science Society of America
- Western Dredging Association
- Environmental and Natural Resources Advisory Committee, Volusia County
- Volusia County Association For Responsible Development Executive Council
- Lake/Education Action Drive
- Water Environment Federation
- National Association of Environmental Professionals & Florida Stormwater Assoc.
- Florida Marine Contractors Association

PROJECT EXPERIENCE

- Meeting with clients and citizens to discuss project objectives
- Public engagement and consensus building
- Long-range vision and strategic fiscal planning
- Leveraging of funds and strategies for additional funding and applicable grants
- Grants Preparation, presentations, administration and reporting
- Assisting in developing sediment removal projects through public participation and education
- Developing a forum for transferring technical, political and financial information
- Assisting client with all aspects of preparing applications to secure funding and necessary permits
- Addressing public concerns throughout project design phase
- Meeting with regulatory personnel to address permitting issues
- Evaluating the availability of upland areas to retain the dredged sediment
- Identifying beneficial uses for dredged sediments
- Evaluating innovative techniques to enhance the dewatering using centrifuges, belt-presses, and rotary or static screens
- Optimizing storage capacity of the upland sites using chemical polymers
- Dredged material separation using hydrocyclones
- Evaluating the impacts of dredging on abutting structures such as seawalls and road and railway bridges
- Design aspects of seawalls, rock revetments, geotextiles, ramps piers, docks
- Determining environmental impacts on wetlands, threatened and endangered aquatic plant and animal species
- Mitigation planning and monitoring
- Engineering design, plans, and preparation of technical and bid specifications
- Assisting clients with bid review and contractor selection
- Construction inspection, management, and administration
- Project monitoring for permit and technical specification compliance
- Project management and closure; including updates, adjustments and overall evaluation

PARTIAL LIST OF PROJECT EXPERIENCE

Swoope Site Public Boat Launching Facility, City of New Smyrna Beach, FL – Principal Project Manager. Coordinated efforts and strategies with FDEP and USACOE to minimize resource impacts and provide a more acceptable project. Assisted the City in identifying strategies for additional funding from the Florida Inland Navigation District and Volusia County Port Authority for engineering and construction. Assisted with bidding, technical specifications and response to contractor submittals including Construction Inspection.

North Causeway Public Boat Ramp and Fishing Pier Improvements, City of New Smyrna Beach, FL – Principal Project Manager. Assisted the City with evaluating the failures behind the old seawall and preparing a report and costs to assist with repair and FIND grant application. Coordinated efforts with Prime consultant to develop strategies for FDEP and USACOE permits and minimize resource impacts. Assisted with bidding, technical specifications and response to contractor submittals, including Construction Inspection.

Riverside Park Bulkhead & Wharf Repair, City of New Smyrna Beach, FL – Principal Project Manager. Coordinated efforts and strategies prime consultant to design and seek additional funds from FIND. Coordinated in generating repair reports and costs. Also assisted with generating plans and bids for the project as well as in inspection during construction to ensure proper marine considerations are implemented. Secured FDEP and USACOE permits and added a design for a access floating dock system that is along the seawall.

Ballough Road Bridge Expansion and Marina Village, City of Daytona Beach, FL – Senior Project Manager. Coordination of subconsultant work that include Bridge Engineers, Traffic Engineers and other supporting staff. Mainaining communication with City staff to keep project on track with concepts and meeting strategic goals. Work includes coordinating with private owners, and landscaping and utility upgrades and relocations.

Riverfront Day (Transient) Dockage, City of Daytona Beach, FL – Senior Project Manager. Coordination with on-going City design to ensure there is a flawless connection of the Floating dock system. Assisting with FIND funded project that DMC assisted with generating costs for construction. Ensuring that various design options are considered for most effective and least costly option for construction.

Riverwalk Park Conceptual Design and Public Input, Phases 1A and 1B, City of Port Orange, FL – Senior Project Manager. Instrumental in building public consensus and incorporate design features in strategic locations of this 8 acres project area. Assisted the City in phasing project so that the City dollars could be leveraged with other funding sources besides FIND, such as the Volusia ECHO grants and FRDAP grants. Assisted with generating design and construction costs and project timeline, understanding the complexity of the project area and historic uses.

Sunrise Park South Access Channel Dredging and Boat Ramp Improvements, City of Holly Hill, FL – Senior Project Manager. Assisted the City with developing FIND grant request information for design and construction. Coordinating the permitting work with the State and Federal Agency staff to ensure prompt permit processing to meet grant deadlines.

PROJECT EXPERIENCE CONTINUED

Whistlestop Park Conceptual Planning, City of Edgewater, FL – Senior Project Manager. Worked with City Manager, Finance Director and other key staff at the City to incorporate Public input of priority preferences for Park amenities. Presented to the City Council to seek input of various concepts generated and developed a final conceptual plan. Then presented to the Parks and Recreation Board to seek their input and offer suggestions with the ultimate goal of developing probable construction costs and Bond referendum for voters which was recently passed to proceed with the Project.

Daytona Beach Pier Assessment, City of Daytona Beach, FL – Project Manager. Evaluated the underside of the historic Daytona Pier. The objective of our task was to determine the structural strength of the existing pier pilings and hardware and the level of deterioration and corrosion to recommend additional support. The structure was evaluated to withstand Hurricane Category 2 wind and wave forces. The project has been armored and the new above deck facility (restaurant) is almost complete.

Sun Splash Park Seawall Extension & Stormwater Design, City of Daytona Beach, FL – Project Manager/ Point-of-Contact Coordinated with County staff to construct a public friendly addition to an existing seawall and stormwater maintenance system. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Principal Project Manager. Made presentation to the City Council on project costs and funding strategies to build the project. Coordinated efforts with FDEP and the USACOE. Assisted the City in developing the bid package, technical specifications, preconstruction meeting, responded to FRI from contractors and reviewed bids to make recommendation to the City.

B-23 Canal Dredging and Seawall Replacement (sub to Quentin L. Hampton), City of Port Orange, FL – Dredging Consultant/Project Manager. Coordinated evaluation of seawalls and cost estimation of work required to complete engineering design, permitting, technical specification preparation, bidding assistance and construction administration services as well as project construction for funding. Assist Prime consultant to handle all aspects of engineering and permitting of 30,000 CY dredging and 5,000 linear feet of seawall replacement along canal. Address stormwater and drainage issues from uplands. Public and City Council meetings, presentations and updates. Collected necessary environmental and sediment data.

Port Orange Causeway Park Shoreline Protection – City of Port Orange, FL – Project Manager – Responsible for coordinating surveys of 24 sites within the City Parks, engineering design, permitting, technical specification preparation, bidding assistance and construction administration services. Project currently on hold by City due to funding agency requirements. Project includes evaluating existing seawalls and shoreline for stabilization Collected necessary data, including right-of-way and property survey and shoreline profile survey at the project locations.

Palatka Riverfront Park Improvements, Palatka, FL – Project Manager - Assisted prime consultant with all the water related structures; ramp, boat docking, marina, mitigation planning, geotechnical testing, permitting with FDEP and USACOE. DMC assisted the client with securing funds to leverage the development of the overall project. Also assisted the client with estimating costs for various components of the project as part of the long term strategy to develop the project.

PROJECT EXPERIENCE CONTINUED

Summerall Park Boat Ramp and Park Improvements, City of Tavares, FL – Project Manager- Coordinated design, permitting and construction inspection and well as coordinate all CDBG reporting with Lake County for the City. Improved a single lane boat ramp and dredged the access for safe boating and mooring. Reviewed and provided a mitigation plan as completed a three year monitoring program to secure project acceptance from FDEP. Facilitated a comprehensive coordination effort between the FDEP, FFWCC, LCWA, Lake County, and the City.

Wooton Park Boat Ramp Extension Dredging, City of Tavares, FL – Project Ecologist. Completed successful time sensitive Environmental Resource Permitting. Assisted in assessing the shoreline vegetation along with sampling and evaluation of resources within the channel template to be dredged along boat ramp.

Wooton Park Improvement, City of Tavares, FL – Project Manager. Coordinated and assisted the City staff with a conceptual plan of Wooten Park improvements. This included both upland and water related features. The goal is to make this a well utilized public park and facility, the "Jewel of Lake County" and surrounding areas. Met with potential park users to incorporate their ideas. Project includes boat ramp and channel access improvements, shoreline improvements, seaplane docking facility, docks, etc., coordinating efforts with regulatory agencies and City staff on resources, impacts and regulatory permits.

Ed Stone Park Seawall Replacement, Volusia County, FL – Principal Project Manager - Overall project strategy on replacing 122 ft. of cement-bag wall with an aluminum sheetwall to match the type of existing seawall along the rest of the shoreline without impacting shoreline resources. Coordinated efforts with the County to provide reasonable costs and ADA compliance. Talked with local fishermen and park users to accommodate utility and enhance access for fishing

Riverwalk Park Phase 1B, City of Port Orange, FL – Project Engineer. Performed stormwater design and calculations for permitting and design of all hardscape for Port Orange's approximately 9 acre premier riverfront park. Provided QA/QC for all plan submissions during the project development process. Finalized site grading, utility connection placement and

Lake Rowell Sediment Core Sampling, FFWCC, Bradford County, FL – Project Manager - Directed and coordinated collection of sediment to depths of up to 15 feet throughout the 350 acre lake. Also, developed sampling plan to capture sediments of various composition and possible chemistry that could impact permitting and material processing, dewatering and management.

Stevenson Creek Sediment Characterization & Removal Feasibility Study, City of Clearwater, Pinellas County, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing 127,000 cubic yards of sediments to provide water quality and some navigation improvements. In addition, the project included identifying additional funding sources, identifying potential disposal sites, best option and cost for removal of sediments. Currently assisting City to coordinate engineering efforts with USACOE (Jacksonville District) to implement project.

Smith's Creek Maintenance Dredging Project, City of Flagler Beach, FL – Project Manager. Project required complete engineering, permitting, and assisting City with securing funds to implement project. Provide navigation access by dredging 10,000 cubic yards from the Intracoastal waterway access channel to residential canals. Involved overseeing engineering design, technical specification and bid preparation, contractor selection, seawall and bank protection, prioritizing dredging based on funding, assisted in securing $165,000 in funding from the Florida Inland Navigation District, securing permit, and addressing resident concerns.

PROJECT EXPERIENCE CONTINUED

Lake Lotus Sediment Removal Feasibility Study, Florida Department of Transportation District 5, Seminole County, FL – Project Manager. Provide engineering services for a preliminary characterization, beneficial uses, and removal feasibility of sediments. This project included determining potential sources of fine grained and organic sediments, estimating its volume, providing best option and cost for removal, interaction with land owners, and permit consideration.

Marsh Park Maintenance Dredging Project at Lake Yale, Lake County Water Authority, Lake County, FL – Project Manager. Provide navigation access from Park boat ramp to Lake Yale. Project designed to remove approximately 2,000 cubic yards of fined-grained, dominantly sandy sediments. Involved in site evaluation, sediment sampling, and securing permit. Coordinated with various agencies to ensure each entity's goals were met.

Taylor Creek Emergency Shoreline Stabilization, St. Lucie County, FL – Project Manager – Assisted the County to secure FDEP, USACOE and SFWMD permits to design and meet NRCS funding deadlines. Designed, permitted and constructed the project on time for the County

Taylor Creek Restoration Dredging Site Assessments, Phase 2 & 3, St. Lucie County, FL – Project Manager - Dredging and Shoreline Stabilization of SFWMD diversion canal. Coordinated efforts with FDEP, SFWMD, USACOE and FFWCC to complete all biological and ecological assessments, including threatened and endangered species, particularly seagrasses, mangroves, gopher tortoise survey and relocation, scrub jay survey and endangered plant survey. Assessed seven separate parcels for spoil site location. Prepared and conducted pre-bid and pre-construction meetings and construction inspections.

Taylor Creek Restoration Dredging Project, St. Lucie County, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing approximately 200,000 cubic yards sediments to provide navigation and water quality improvements. Includes permitting, public education and consensus building, identifying and securing over $1,500,000 funding, selection of pipeline route and disposal site, engineering, construction, and environmental monitoring and reporting. 2,800 linear feet of shoreline stabilization, environmental and threatened and Endangered Species assessments, cross-sections and sediment disposal based on permitting requirements. Prepare technical bid documents and review bids. Responsible for public/commission meetings, presentations and updates. Phase 1 and 3 are complete and Phase 2 is ongoing. The phase 2 Upland Dredged Material Management Area has been permitted.

Home Depot Stormwater Improvements, Palatka, FL – Project Manager. Responsible for design of 100 feet of spreader swale and 10 feet high concrete retaining wall for stormwater pond improvements. Project included coordination with St. Johns River Water Management District for permit modification to resolve an outstanding notice of non-compliance by the District. The project is now under compliance.

Turkey Creek Middle-Reach Sump Project, City of Palm Bay, FL – Project Manager. Provided design to evaluate the potential of creating a sump within the residential canal to "trap" sediments originating from upstream locations of the creek and watershed. The intent of the design was to provide data for regulatory agency review and consideration to permit and implement the design. The project involved citizen, City, funding agency and regulatory agency coordination and meetings to identify public concerns and meet goals. Design was approved by City and regulatory agency and is currently in permitting phase.

PROJECT EXPERIENCE CONTINUED

Turkey Creek Restoration Dredging Project, City of Palm Bay, FL – Project Manager. Characterized, determined, and evaluated the feasibility of removing 380,000 cubic yards of muck sediments to provide navigation and water quality improvements. Included permitting, public education, pipeline route evaluation and coordination with funding agencies, engineering, construction, technical specification and bid preparation, assist client with contractor selection and environmental monitoring and reporting. Additional work included application of innovative technologies such as hydrocyclone and belt-press dewatering to manage dredge sediment.

Square Lake/East Slough Restoration Project, Palm Beach County – Project Manager – Coordinated efforts to created and implemented environmental compliance plan, turbidity monitoring, notification and daily reporting to regulatory agencies as part of a construction project. Worked with a Contractor to provide support during construction phase of the dredging project and provide best management practices.

Panama City Dredging and Seawall Projects, City of Panama City, FL – Project Manager. Overall project manager and coordinator. Identify engineering needs for City's dredging, seawall and shoreline protection at four sites. Two projects also involved seawall design and permitting. The project required resource impact avoidance. Prepare permits with FDEP and the USACOE or qualify projects for exemption from permitting and all aquatic and shoreline vegetation assessments. Provide dredge templates, prepare technical specification and bid documents.

Ponce Inlet Side Channel Maintenance Dredging, Ponce Inlet Port Authority, Town of Ponce Inlet, FL – Project Manager – Coordinated with the Client to determine dredge channel configuration and on-beach spoil disposal through FDEP's Coastal Construction Control Line Division.

Halifax Mobile Home Park – City of Port Orange, FL – Project Manager. Determine specific needs of the proposed usage and design prior to staring design. Provide physical surveys and practical design needs. Prepared conceptual design for approval of City. Prepared technical specifications and plans for the City.

Waterway and Canal Maintenance Dredging, City of Port St. Lucie, FL – Project Manager. Overall project management and coordination, evaluating residential canals for sediment removal to benefit water quality and navigation. Evaluate seawalls and docks on ten canals approximately 5 miles, vegetation and other environmental resources. Permitting, cost estimation, dredging options and disposal drainage issues were also evaluated. Constant public notification and involvement was critical to the success of this project. The project required interdepartmental coordination to facilitate a acceptable disposal site.

Lake Jesup Aquatic Enhancement, Sanford, FL – Project Manager - Assisted Prime consultant with dredging and disposal options to remove 800,000 CY of organic sediment. Provide 300 acre upland disposal design and drainage options.

Reed Canal Access Channel, Halifax River (ICW), City of South Daytona, FL – Project Manager- Overall project manager responsible for coordination with sub-consultants and delegation of responsibilities. Presentation and discussion on behalf of client at several staff meetings with SJRWMD. Reviewed grant applications, cost estimates, permit documents and dredging methodology and all benthic and mitigation options for impacts. The overall intent of this project is to vitalize the waterfront of the City to generate a larger tax-base by creating a viable waterfront for private development.

PROJECT EXPERIENCE CONTINUED

Canal Conveyance Capacity Program Phase 1, South Florida Water Management District – Project Manager for DMC – Assisted Mactec Engineering with establishing protocol for field analyses of canal bank erosion for approximately 45 miles of canals as part of the SFWMD's Canal Conveyance Capacity Program. Review reports, assess costs for dredge and repair areas of concern discovered during field reconnaissance. Assisted with final report review.

Canal Conveyance Capacity Program Phase 2, South Florida Water Management District – Senior Environmental Manager and QA/QC officer - Negotiated project scope and budgets, coordinated work with subconsultant team on project deliverables and established protocol for reporting for approximately 5 miles of existing G-16 drainage canal for the SFWMD Canal Conveyance Capacity Program in Broward County. Reviewed as-built plans, sediment and water quality data reports, assisted with strategies for shoreline erosion and repair options, sediment dredging options and management of dredged materials. QA/QC review of all intermediate and final reports to the SFWMD.

Sippo Lake - Initial Feasibility of Rapid Dewatering (MS Consultants, Inc., Canton, Ohio), Stark County Park District, Stark County, Ohio – Project Assistant to Principal. Evaluate cost-effective technologies to dredge and dewater 300,000 cubic yards of highly organic sediment and strategies to reduce cost. Polymers/thickeners were used in conjunction with rotary screen to dewater sediments.

Crane Creek Post-Dredge Assessment Project, St. Johns River Water Management District, FL – Project Manager. Evaluate the effectiveness of muck removal from crane creek. Identify and model the trapping efficiency and determine new material from watershed versus redistributed creek sediment within the dredged areas. This is a three-year ongoing study.

Investigation and Demonstration of Beneficial Uses of Muck Sediment from the Indian River Lagoon, St. Johns River Water Management District, FL – Project Manager. Project involved the use and analysis of dredged sediments to demonstrate uses and potential uses of dredged sediments from the Indian River Lagoon Estuary. A public workshop was also conducted as a continuation of this project and has resulted in a better understanding in the need to dredge estuary creeks that are contributing sediments and impacting the water quality and benthic communities.

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

STEPHEN J. KUHN, P.E.
PROJECT MANAGER/ ENGINEER

Mr. Kuhn has 13 years of experience as an engineer in Florida, previously working with AMEC Foster Wheeler (formerly BCI Engineers & Scientists, Inc.). He has been with DMC for two years and has worked on several marine projects related to Park design, redesigns for better waterfront accessibility that include, ramps, docks, shoreline armoring, parking reconfiguration and stormwater management designs. He has worked extensively in both public and private sector projects and has extensive knowledge and experience working with the Florida Department of Transportation, the Southwest Florida Water Management District, the St. Johns River Water Management District, the South Florida Water Management District, Florida Department of Environmental Protection, and various local regulatory agencies. Mr. Kuhn's area of expertise besides design, management, and engineering includes permitting and construction inspection and management. In addition, he has considerable experience in the areas of new and existing residential, commercial and industrial site designs and layout, including site access, grading, parking lot layout, NPDES compliance, flood routing modeling and Best Management Practices retrofitting and protection and utilization of site resources and its protection.

EDUCATION

- B.S., Environmental Engineering, University of Florida, 1998
- BCI Engineers & Scientists, Inc. Project Manager's Training, 2010

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer, State of Florida, No. 67486
- FDEP Certified Erosion and Sediment Control Specialist

AREAS OF EXPERTISE

- Parks and Waterfront Planning Design and Redesigns
- Shoreline Stabilization
- Ramp, Seawall and Dock Design
- Stormwater, Drainage Design and Permitting
- Project Management, Civil Site Design and Value Engineering
- Technical Specification and Bid Preparation
- Environmental Resource Permitting
- NPDES Compliance
- Stormwater Management System Inspection and Recertification
- Hydrologic and Flood Routing Modeling
- Construction Site Engineering
- Construction Inspection and Compliance Monitoring
- Stormwater Monitoring and Sampling
- Shop-Drawing Review and Approval
- Pollutant Load Modeling and Best Management Practices Recommendations

PROJECT EXPERIENCE (DMC)

Ballough Rd. Bridge Expansion and Marina Village Conceptual Plan, City of Daytona Beach, FL – Project Engineer. Assisted with development if a conceptual design for bridge replacement to provide improved access to planned commercial/residential development. Designed new public boat ramp and trailer parking area, seawall, floating dock and stormwater management system serving the facility.

Blue Lake Boat Ramp Improvements, Volusia County, Florida – Project Engineer. Site grading, pavement design, stormwater design, permitting, ADA compliance and plans preparation for improvements to a county boat ramp facility.

Sunrise Park Boat Ramp Improvements, City of Holly Hill, FL – Project Engineer. Site grading, stormwater design, permitting and plans preparation for improvements to an approximately 2 acre public boat ramp facility and its associated parking area. Stormwater design required to achieve pollutant loading reductions sufficient to comply with established TMDL for receiving water body. Design components include a boat launch, truck & trailer parking, floating accessory docks, dredging, channel markers and shoreline stabilization.

Whistle Stop Park Conceptual Planning, City of Edgewater, FL – Project Engineer. Performed site reconnaissance, existing structure inventory and conceptual design for 15-acre municipal park in Edgewater. A $3.5 million dollar redesign of this park has been approved by City of Edgewater residents.

Riverwalk Park Phase 1B, City of Port Orange, FL – Project Engineer. Performed stormwater design for permitting and design of all hardscape for Port Orange's approximately 9 acre premier riverfront park. Provided QA/QC for all plan submissions during the project development process. Finalized site grading, utility connection, ADA compliance, placement and stormwater design. Developed project technical specifications.

Palatlakaha River Control Structure M-5 and M-6 Modifications, Lake County Water Authority – Project Engineer. Design and permitting of modifications to existing flood control structures by replacing radial hoist gates with fixed sheet pile weirs. Tasks included design of weirs and scour prevention measures, permitting, preparation of SSL easements, preparation of technical specifications.

Kingsway Canal Shoreline Improvements, City of Port St. Lucie, FL – Drainage Engineer. Provided QA/QC of 90% plans and cost estimates, and value engineering. Assisted with design of drainage connections to new seawalls in canal.

PROJECT EXPERIENCE (AMEC FOSTER WHEELER)

Florida Department of Transportation – Districts One, Five and Seven
Coordinated NPDES compliance for three districts including inspection and recertification of stormwater management facilities, developing maintenance recommendations, tracking new facility construction and pollutant loading modeling for TMDL compliance. Maintained up-to-date Microsoft Access and GIS databases to effectively track stormwater facilities, inspections, maintenance and permitting activities.

PROJECT EXPERIENCE (AMEC FOSTER WHEELER) CONTINUED

Eloise Redevelopment and Revitalization CDBG Project, Polk County, Florida
Served as Engineer of Record for neighborhood revitalization project completed in four phases under CDBG program. Oversaw permitting, development of construction plans, specifications and bid documents, shop drawing review, and preparation of as-built plans for design of roadways, sanitary sewer, potable water and stormwater management systems.

Downtown Drainage Improvements & Master Plan Update, City of Dade City, Florida
Played a key role in stormwater master plan update and design of stormwater management system for downtown area affected by chronic flooding. Built stormwater structure GIS geodatabase, conducted GIS analysis of watershed, performed flood routing modeling, prepared construction plans, and coordinated permitting process.

Eastside Canal Capital Improvement Project #3 Phase 1, City of Plant City, Florida
Designed gabion walls and other improvements for a drainage canal serving a downtown area subject to flooding, and exhibited proficiency in design and flood routing modeling, preparing specifications and bid documents, preparing as-built plans, and permitting.

Kitching Creek Stormwater Treatment Area Water Quality Sampling, Martin County, Florida
Participated in water quality monitoring project for stormwater treatment pond near Hobe Sound, Florida, constructed under a 319(c) grant issued by FDEP. Assisted with development of project QAPP, programmed and set-up ISCO automated water samplers and Campbell Scientific dataloggers, supervised sample collection, performed complex data collection and analysis, and prepared reports of findings.

St. Clemente Low Income Senior Housing Project, Plant City, Florida
Prepared construction plans and specifications, including site layout and design, design of utility connections, flood routing modeling, and stormwater management system design for multistory senior assisted living facility. Designed sanitary lift station upgrade, participated in wetlands delineation and permitting, and coordinated permitting through water management district, county and city code offices.

Lake Worth CDBG Project, City of Lake Wales, Florida
Upgraded antiquated and failing stormwater line causing localized street flooding by devising flood routing model, designing new stormwater line and treatment pond, generating construction plans and specifications, and navigating permitting through water management district.

Cassel Creek Stormwater Quality Monitoring and Conceptual Treatment Facility Design, Seminole County, Florida,
Actively supported water quality monitoring and stormwater retrofit project for highly urbanized watershed by building flood routing model, setting up ISCO samplers and Campbell Scientific dataloggers, collecting samples and analyzing data, identifying retrofit alternatives, and creating reports.

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NILES CYZYCKI
ECOLOGIST

Mr. Cyzycki has been with **DMC** for 8 years and has over 10 years as an ecologist specializing in Florida ecosystems. Niles has worked extensively in both the public and private side of environmental permitting, giving him, and DMC, the knowledge and experience to work within governmental framework and perform any ecological permitting. Over the last decade Niles has been involved in every project DMC has undertaken for New Smyrna Beach and as resident of the City has an extensive knowledge of the local marine environment. As a knowledgeable construction inspector he has the field experience that will result in a successful project for both client and contractor. A third generation Floridian, Niles understands the delicate balance of responsible development and environmental protection.

EDUCATION

- B.S., Environmental Studies, Certificate in Urban and Regional Planning, Florida State University, 2004

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- FWC Authorized Gopher Tortoise Agent #GTA-10-00002
- DEP Qualified Stormwater Management Inspector #12876
- DEP Wetland Delineation Training and Uniform Mitigation Assessment Method (UMAM)
- Certified as a Florida Master Naturalist through University of Florida's IFAS extension
- Member of Florida Association of Benthologists
- FEMA Coursework: IS-00700, IS-00100, and IS-00200
- DEP SOP Groundwater, Surface Water and Wastewater Sampling Training

AREAS OF EXPERTISE

- Environmental Resource Permitting
- Mitigation Design and Planning
- Uniform Mitigation Assessment Method (UMAM)
- Environmental Assessment
- Gopher Tortoise and Protected Species Management
- Creation and Implementation of Environmental Compliance Plans
- Turbidity Monitoring
- Disposal Site identification
- Sediment and Water Sampling and Testing
- Project Management
- Wetland Delineation
- Bid Preparation
- Construction Inspections
- Permit Compliance Monitoring and Reporting

PROJECT EXPERIENCE

Swoope Site Public Boat Launching Facility, City of New Smyrna Beach, FL – Project Manager. Completed all environmental resource permitting through FDEP and the Corps. Conducted submerged aquatic vegetation (SAV) survey, protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Secured $500,000 in grant funds from Florida Inland Navigation District for engineering and construction. Assisted with bidding, technical specifications and response to contractor submittals.

Calore Canal, City of New Smyrna Beach, FL – Project Ecologist. Completed all environmental resource permitting through FDEP and the Corps. Conducted submerged aquatic vegetation (SAV) survey, protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Assisted with bidding, technical specifications and response to contractor submittals.

North Causeway Boatramp and Fishing Pier Improvements, City of New Smyrna Beach, FL – Project Manager. Assisted with the assessing of the existing structures and directed design of the associated repairs. In addition, assembled a cost estimate for construction and was involved with bidding, preparing technical specifications, response to contractor submittals and construction inspection.

B-23 Canal Dredging and Seawall Repair, City of Port Orange, FL – Project Manager. Successful Environmental Resource Permitting through DEP and ACOE. Prepared detailed cost estimates for different methods of dredging and seawall replacement. Conducted presentations and directed meetings with City Staff, City Commissioners, and Concerned Citizens to inform and provide options. Coordinated cooperation between City, Florida Inland Navigation District, and Army Corps to provide the most cost effective dredging solution. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and provided weekly reports to client on construction progress.

Riverwalk Park, Port Orange, FL– Project Manager. Coordinated architect, landscape architect, electrical engineer, geotechnical investigation and surveying to design the City's premier waterfront park. Design included a new timber boardwalk, kayak/canoe launch, trailway, splashpark, playground, two (2) restroom/concession buildings, a wavebreak and landscaping/irrigation. Completed all environmental resource permitting. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and attended bio-weekly progress meetings with City and contractor staff.

Causeway Park & Public Shoreline Stabilization, City of Port Orange, FL– Ecologist/Project Manager. Provided environmental resource permitting review, site assessment, bid document preparation, coordination with regulatory agencies and funding agencies such as DCA. Oversaw and inspected all construction and acted as liaison between contractor and City. Conducted interviews and fulfilled requirements of Davis-Bacon Act.

City of Port Orange Parks & Public Shoreline Protection, City of Port Orange, FL – Project Manager/ Ecologist - Shoreline stabilization and armoring of city parks. Evaluated 23 sites for potential ecological impacts. Completed environmental resource permitting through FDEP, SJRWMD, and ACOE. Assisted with construction inspection and reporting. Involved in Bid preparation, Pre-bid meeting, Grant compliance, and Contractor Coordination. This project included the B-23 Canal.

Palatka Riverfront Park Improvements, Palatka, FL – Ecologist - Assisted with mitigation planning, and completed all permitting with FDEP and USACOE. DMC assisted the client with securing funds to leverage the development of the overall project and with estimating costs for various components of the project as part of the long term strategy to develop the project.

PROJECT EXPERIENCE (CONT'D)

Square Lake/East Slough Restoration Project, Palm Beach County – Onsite Inspector. Created and implemented environmental compliance plan, turbidity monitoring, notification and daily reporting to regulatory agencies.

Panama City Dredging and Seawall Projects, Panama City FL – Project Ecologist - This project involved field data collection and dredge plan design in relation to submerged and shoreline vegetation. Assisted with plant identification in water and uplands as well as permitting. Assisted with Bid document preparation and review. Reviewed project drawings and assisted with permit responses pertaining to ecological issues.

Lake Rowell Sediment Core Sampling, Florida Wildlife Conservation Commission, Lake Rowell, FL – Ecologist. Complete chemical and physical sampling to a depth of fifteen feet below sediment surface throughout a 350 acre lake in compliance with FDEP Sediment Sampling Standard Operating Procedures.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Project Manager. Completed all environmental resource permitting through FDEP and the Corps. Coordinated all geotechnical investigation and surveying. Conducted protected vegetation survey and coordinated with engineers to avoid impacts to environmental resources. Assisted with bidding, pre-bid meeting, technical specifications, response to contractor submittals and certified contractor pay requests. Performed onsite construction inspection and provided weekly reports to client on construction progress of the observation deck, and a kayak and canoe accessible floating dock.

Waterways & Canals Dredging, City of Port St. Lucie, FL – Project Manager/Ecologist. Assessment of 11 residential canals connected to the St. Lucie River North Fork (an aquatic preserve) for dredging feasibility. Completed all sediment sampling, shoreline and submerged aquatic vegetation surveys, dock and seawall condition surveys, and successful Environmental Resource Permitting through DEP and ACOE. Coordinated hydrographic and upland surveys. Complete Dock and Seawall condition survey. Assisted in dredging methodology and potential disposal/offload site development.

Reed Canal Access Channel, Halifax River (ICW), City of South Daytona, FL – Ecologist. Project to create navigation access channel. Assisted with environmental resource permitting, conducted physicochemical sampling of water, sediment, and benthic community. Assisted in dredging methodology and potential disposal/offload site development. Prepared grant applications, cost estimates, and project presentations.

Ponce Inlet Side Channel Maintenance Dredging, Ponce Inlet Port Authority, Town of Ponce Inlet, FL – Project Manager, Ecologist. Complete permitting of channel dredging and on-beach spoil disposal through DEP's Coastal Construction Control Line Division. Coordination of Topo and Hydro Survey, Geotechnical Investigation, Resource Surveys, and Commercial Operations dependent on adequate navigation.

Sunplash Park Seawall Extension, Volusia County, FL – Project Manager/Ecologist. Coordination with County staff to construct a public friendly addition to an existing seawall and stormwater maintenance system. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division. Performed onsite construction inspection and provided weekly reports to client on construction progress.

PROJECT EXPERIENCE (CONT'D)

Dredge Material Disposal Site Assessments, St. Lucie County, FL – Ecologist. Assessed seven upland sites as potential temporary and permanent sediment disposal areas. Sites were evaluated for environmental resources, threatened and endangered species (including scrub jays and gopher tortoises), engineering practicality, and proximity to dredge project. Coordinated with the county's environmental, public works, and airport staff as well as with state and federal regulatory agencies.

Taylor Creek Emergency Shoreline Stabilization, St. Lucie County, FL – Project Manager, Ecologist, Onsite Inspector. Completed Permitting through DEP, ACOE, and SFWMD. Coordinated all necessary survey and geotechnical work. Inspected construction and ensured project completion within NRCS grant timeline. Assisted with as-built review, materials confirmation, and contract closeout.

Taylor Creek Restoration Dredging and Shoreline Stabilization, Phase 2 & 3, St. Lucie County, FL – Dredging and Shoreline Stabilization of SFWMD diversion canal. Assisted with all biological and ecological assessments, including threatened and endangered species, particularly seagrasses, mangroves, gopher tortoise survey and relocation, scrub jay survey and endangered plant survey. Assessed 7 separate parcels for spoil site location. Coordinated with FDEP, ACOE, SFWMD, and FWC to obtain permits. Prepared and conducted pre-bid and pre-construction meetings and construction inspections.

Anclote River Maintenance Dredging, City of Tarpon Springs, FL– Onsite Inspector. Prepared and implemented environmental compliance plan, turbidity monitoring and daily inspection. Created weekly reports for compliance with regulatory agencies and County. Coordinated work with City staff and Client (Contractor)

Summerall Park Boat Ramp and Park Improvements, City of Tavares, FL – Ecologist- Completed resource survey, sediment sampling and analyses, mitigation plan, and environmental permitting.

Wooton Park Boat Ramp Extension Dredging, City of Tavares, FL – Project Ecologist. Completed successful time sensitive Environmental Resource Permitting. Assisted in assessing the shoreline vegetation along with sampling and evaluation of resources within the channel template to be dredged along boat ramp.

Canal Conveyance Capacity Program Phase 1, South Florida Water Management District – Ecologist/ Inspector. Field reconnaissance of 45 miles of canals for conveyance capacity. Report writing on feasibility and cost estimate to dredge and repair areas of concern discovered during field reconnaissance. Assess all canal wetland and vegetation impacts.

Canal Conveyance Capacity Program Phase 2, South Florida Water Management District - Ecologist/ Inspector. Assessment of approximately 5 miles of existing G-16 drainage canal for the SFWMD Canal Conveyance Capacity Program in Broward County. Reviewed as-built plans and surveyed the entire canal right-of-way including: documentation of existing conditions, focusing on areas of potential canal bank erosion and failure, outfall pipe and structure replacement needs and sediment accumulation mapping within the canal. Completed water quality and sediment testing for both physical and chemical parameters. The chemical parameters included metals, nutrients, pesticides, herbicides, PAHs, Oil and Grease, specific conductance and pH. Provided a Final report documenting all the conditions, findings and recommendations for repair and associated costs.

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CURTIS N. TODD, P.E.
SENIOR PRINCIPAL ENGINEER

Mr. Todd has been with **DMC** for 10 years and has over 35 years of experience in the field of Civil and Marine Structures Design & Engineering. He is knowledgeable in dredging, transportation design, site development, waterway parks and infrastructure projects. He has designed and permitted a vast number of projects, ranging from stormwater structures and surface water management; dredging, seawalls, boat ramps, docks, marinas and shore stabilization; residential, commercial, industrial and recreational development plans; roadway and interchange designs, bridges; permitting to construction, inspection and compliance monitoring. He brings his experiences of design from all parts of the state as well as nationally. Mr. Todd also coordinates site plans with Architects to provide well designed multifaceted projects. He has permitting experience with local, county, state and federal government agencies, including Water Management Districts, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.

EDUCATION

- Pre-Engineering – Southern Illinois University, Carbondale, Illinois
- Civil Engineering – University of Akron, Akron, Ohio

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer Registration, Florida, No. 37136

PROJECT EXPERIENCE

Surfside Estates, Beverly Beach, FL – Senior Project Engineer. Responsible for all engineering, design, permitting with City and FDOT on roadway entry redesign, plans, specifications and on-going construction inspection.

Halifax Harbor Marina North & South Basin Dredging, Daytona Beach, FL – Project Engineer. Assisted with upland disposal site drainage and containment issues. Verified material behavior and property assessment.

Sunsplash Park Seawall Extension & Stormwater Improvements, Daytona Beach, FL – Project Engineer. Designed and engineered a public friendly addition to an existing seawall and stormwater maintenance system located in Daytona Beach. Plans included sidewalk reconfiguration, a beach access structure and additional park amenities. Reviewed project drawings for compliance with all environmental codes. Successfully completed permitting through DEP's Coastal Construction Control Line Division.

Sun Glow Pier Seawall and Beach Access Structure Replacement, and Stormwater Improvements, Daytona Beach Shores, FL – Sr. Project Engineer responsible for replacement design of a collapsed seawall and adjoining parking lot and beach access facility. The plans included an exfiltation trench drainage design for the parking lot area.

PROJECT EXPERIENCE (CONT'D)

Riverside Park Pier & Bulkhead Replacement Design, New Smyrna Beach, FL – Coastal Engineer. Assisted with design of approximately 1000 linear feet of bulkhead repair including deadmen replacement, epoxy injection of concrete sheet-pilings and cap replacement. Reviewed plans for constructability and provided complete cost estimation.

Home Depot Stormwater Improvements, Palatka, FL – Sr. Project Engineer. Responsible for design of 100 feet of spreader swale and 10 feet high concrete retaining wall for stormwater pond improvements. Project included coordination with St. Johns River Water Management District for permit modification.

Palatka Riverfront Park Improvements, Palatka, FL – Project Engineer. Reviewed all plans related to all water related structures; ramp, boat docking, marina, assisted the client with estimating costs for various components of the project as part of the long term strategy to develop the park. Completed project QA/QC.

B-23 Canal Dredging and Seawall Repair, Port Orange, FL – Project Engineer/Engineer of Record. Reviewed plans for constructability, designed seawall repair components and provided in-field inspection of existing structures. Evaluated impacts to shoreline trees and compliance with City codes.

City of Port Orange Parks & Public Shoreline Protection, Port Orange, FL – Project Engineer/Engineer of record. Responsible for design of re-armoring 225 linear feet of cap stone and 215 feet of rock revetment for Causeway Park and avoiding shoreline and wetland impacts. Project included bidding, construction administration, inspection and project closeout. Coordinated all design work with FDOT and SJRWMD to meet its requirements. Provided all documentation to acquire lease agreement with City (client) and FDOT to use its right-of-way. Project included the B-23 Canal and right-of-ways.

Port Orange Causeway Park Shoreline Stabilization, Port Orange, FL – Project Engineer. Responsible for design of re-armoring 225 linear feet of cap stone and 215 feet of rock revetment for Causeway Park, ensuring new structures will not impede existing stormwater and surface drainage. Project included bidding, construction administration, inspection and project closeout. Provide QA/QC for project design, coordination with FDOT for right-of-away use.

Russell Property ADA Compliant Canoe & Kayak Landing Facility, Port Orange, FL – Project Engineering/ Engineer of Record. Ensured all design work conformed to FDEP rules for construction of piers over and in Outstanding Florida Waters. Provided all documentation to acquire lease agreement with City (client) and FDOT to use its right-of-way.

Taylor Creek Restoration Dredging, Phase 2, St. Lucie County, FL – Project Engineer. Evaluated seven potential upland disposal areas. Designed a new 20 acre disposal area to contain 90,000+ cubic yards of dredge spoil. Engineer of record for site survey coordination, monitoring well installation and compliance, geotechnical drilling, soils analyses and final berm cross-section and design, including stormwater management of the site.

Taylor Creek Restoration Shoreline Dredging, Phase 3, St. Lucie County, FL – Engineer of Record. Reviewed design of the rock revetment structure along 2, 000+ linear foot of shoreline along the C-25 Canal (Taylor Creek).

PROJECT EXPERIENCE (CONT'D)

Conveyance Capacity Evaluation Project, South Florida Management District (SFWMD), FL – Design Engineer. Assisted in collecting design and construction information for the reporting and analysis of 96 miles of canals in SFWMD area.

Aesop's Park-Dog Park and Park Improvements, Tavares, FL – Project Engineer. Responsible for engineering, permitting, and all bid drawings and specifications for the design of dog park, pavilion, waterline and resource impact minimization of associated facilities. Reviewed quotes for contractors to make recommendations to City.

Summerall Park Boat Ramp and Park Improvements, Tavares, FL – Sr. Project Engineer. Responsible for design of ADA boat ramp system, which included 30 long aluminum access ramp and a 20' long floating dock. Additional park improvements consisted of ADA restroom building, pavilion and parking facilities. Coordinated all stormwater, parking, dredging, boundary surveys, property verification, material disposal, and Americans with Disabilities Act (ADA) compliance for access to accessory docks.

Woodlea Sports Complex, Tavares, FL – Project Engineer. Responsible for design of 40-acre sports park, which includes 10 playing fields for baseball, softball and soccer in accordance with the City's master plan. Design includes grading, stormwater, parking, traffic flow, amenities, buildings, wetland conservation and ADA compliance.

Wooton Park Boat Ramp Dredging, Tavares, FL – Design Engineer. Evaluated the potential redesign of the Wooton Park Boat Ramp. Also assessed possible upland structure in relation to drainage for conceptual plan.

Wooton Park Marina and Seaplane Base, Tavares, FL – Design Engineer. Evaluated the 88-slip floating dock marina with special floating dock slips to accommodate pontoon type and belly-landing type seaplanes. The facility also includes an overwater fueling station and boat ramp, both accommodating seaplanes. Performed construction inspection of the jetting of concrete piles and lateral load testing of piles for this system.

Ed Stone Park Seawall Replacement, Volusia County, FL – Project Engineer. Designed and engineered the replacement of an existing deteriorating sand-cement seawall with a safer, more user-friendly seawall.

Southport Business Center, Charlotte County, FL – Design Engineer. Responsible for design of the Southport Business Center.

Drainage Improvements, City of Atlantis, FL – Design Engineer. Responsible for the development of drainage plans for drainage improvements for the City of Atlantis, FL. The project involved coordination with the necessary permitting agencies, development of contract specifications, assisting with bidding and construction services.

Palm Tran Bus Satellite Facility, Delray Beach, FL – Design Engineer. Developed paving, drainage, water and sewer plans form a Palm Tran Satellite Bus Maintenance and Administration Facility. The site consisted of 7.5 acres, which also included the design of a wastewater lift station. Project included applying for and obtaining permit approval for water and sewer facilities from its appropriate regulatory agencies. This project also included detention pond and exfiltration trench design.

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WILL B. CORNELIUS II, P.E.
GEOTECHNICAL ENGINEER

Mr. Cornelius has over 12 years of experience as a project engineer and manager for various geotechnical and construction materials testing and inspection projects in Florida and the Caribbean. In addition to strong client interaction and management skills, Will has technical knowledge and practical experience with a wide range of projects, including canals, levees, drainage and water management facilities, bridges, roadways, infrastructure, power plants, hospitals and residential and commercial developments. His geotechnical duties have included managing field subsurface explorations and providing foundation and site preparation recommendations. He has also monitored the implementation of conventional site preparation procedures and specialty ground improvement techniques such as Vibro-Replacement, Jet Grouting, and Rigid Inclusions, as well as the construction of deep foundation systems and earth retaining structures for numerous projects. Will has vast experience in construction inspection particularly related to earthen damns and canal and shoreline bank compaction and stability analysis.

EDUCATION

- B.S., Civil Engineering, University of Central Florida, 2002
- M.S., Structures and Geotechnical Engineering, University of Central Florida, 2004

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

- Professional Engineer, Florida No. 67538
- Florida Engineering Society (FES)
- Florida Institute of Consulting Engineers (FICE)
- National Society of Professional Engineers (NSPE)

AREAS OF EXPERTISE

- Geotechnical Engineering
- Evaluations of Existing Canals, Levees and Earthen Dams
- Slope Stability and Seepage Analyses
- Driven Pile Foundation Design
- Seawall and Bulkhead Design
- Bidding Assistance
- Technical Specifications for Geotechnical Aspects
- Construction Materials Testing and Inspections
- Field Resolutions
- Field Inspections of Existing Canals, Levees and Earthen Dams
- Soil and Concrete Field and Laboratory Test Reports
- Project and Construction Inspection Management
- Compliance with Geotechnical Specifications
- QA/QC During Construction

PROJECT EXPERIENCE

Platts Creek Stormwater Structure Improvements, St. Lucie County, Florida – Project Engineer. Coordinated the topographic survey field work and performed geotechnical site investigation of the existing conditions, and is currently designing plans necessary for the repair of the existing undermined wall and other desired improvements at the Platts Creek Stormwater Structure.

PROJECT EXPERIENCE (CONT'D)

Kingsway Canal Shoreline Improvements, Port St. Lucie, St. Lucie County, Florida – Project Engineer. Designed 16,375 linear feet of steel sheet pile bulkhead wall along the Kingsway Canal in Port St. Lucie. Also prepared a cost estimate, provided QA/QC review of grading and stormwater design, and coordinated additional topographic survey field work.

Taylor Creek (Site 7) Shoreline Emergency Repair Visual Inspections, St. Lucie County, Florida – Project Engineer. Performed a visual inspection of the 6 year old steel sheet pile bulkhead wall located on the east side of Taylor Creek in Fort Pierce, to observe the general condition of the bulkhead wall and to make note of any conditions that would merit remedial actions. Observations were submitted in a written report upon conclusion of the visual inspections.

Taylor Creek Restoration Dredging Phase II, St. Lucie County, Florida – Project Engineer. Observed the reconstruction activities of a portion of an interior slope of the Dredged Material Management Area (DMMA) that was damaged during the dredging activities, assisted with the monitoring of dredged material removal activities from the DMMA site, and submitted As-Built Certifications to FDEP and USACE.

Old Fort Park Stormwater Baffle Box Project Phases I & II, St. Lucie County, Florida – Project Engineer. Coordinated the topographic survey and geotechnical exploration field work, and is currently assisting with the engineering design and permitting services associated with Phase I of the Stormwater Baffle Box project. Will also assist with Phase II of the project, which includes shoreline habitat evaluation and design and associated permitting services.

Technical Evaluation of the Western Perimeter Levee of STA-3/4, Palm Beach County, Florida
Responsibilities included coordinating the subsurface explorations and laboratory tests, and serving as the project engineer for the various tasks associated with the evaluation of the existing 2.7± mile levee.

MacArthur Boulevard Reconstruction Project, Stuart, Martin County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the reconstruction of the roadway that was impacted during the hurricane events of 2004, sheet pile retaining walls, and beach renourishment.

Lykes Brothers BMPs 2, 3 and 4 & 5, Glades and Highlands Counties, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for these projects, which included recommendations for the proposed impoundment dikes, borrow canals and pump houses. Recommendations for the installation of driven piles to support two proposed 36-inch pipe crossings over an existing Lykes Brothers canal were also provided.

Langford Landing Docking Facilities, Jensen Beach, Martin County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this project, which included recommendations for the installation of driven piles for the proposed 62-slip marina on the St. Lucie River.

Western Palm City Corridor, Martin County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the 5.5± mile roadway, mast-arm lighting and bridges spanning the C-23 Canal and Bessey Creek.

PROJECT EXPERIENCE (CONT'D)

Torrey Pines Institute for Molecular Studies, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface explorations and preparing geotechnical engineering evaluations for this project, which included recommendations for the support of the columns of the three-story research laboratory building on augercast concrete piles and the support of the tilt-up and weight bearing walls on conventional shallow foundations. During construction, responsibilities included monitoring the load test performed on a test pile, monitoring the installation of production augercast piles, and subsequent engineering analyses and reporting.

Civic Center at City Center, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this project, which included site preparation and foundation design recommendations for the construction of the new civic center building. To accommodate the structure, recommendations for the reclamation of a portion of an existing retention pond and a retaining wall were also provided.

FPL St. Lucie Power Plant – LLW Storage Facility, St. Lucie County, Florida
Responsibilities included coordinating the subsurface explorations and preparing a geotechnical engineering evaluation for this project, which included recommendations for the implementation of the Vibro-Replacement ground improvement technique to allow the support of the proposed structure on shallow foundations. During construction, responsibilities included monitoring the implementation of the Vibro-Replacement technique.

Floresta Drive Pedestrian Bridge Project, Port St. Lucie, St. Lucie County, Florida
Responsibilities included coordinating the subsurface exploration and preparing a geotechnical engineering evaluation for this bridge project over the Elkcam Canal, which included an augered, cast-in-place pile foundation system.

Old Dixie Highway Pedestrian Bridge, Indian River County, Florida
Responsibilities included coordinating the subsurface explorations and preparing a geotechnical engineering evaluation for this pedestrian bridge over the North Relief Canal that included a driven pile foundation system.

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JOEL SCOTT STEWARD
ESTUARY WATER RESOURCES MANAGER

Joel Steward has 33 years of experience in water quality and estuarine ecology with an emphasis on eutrophication science and water quality criteria related to seagrass and shellfish protection. Mr. Steward specializes in estuarine environmental planning, including remediation strategies that require involvement of multiple agencies or partnerships; developing and overseeing diagnostic and other research projects; and managing environmental watershed projects. He managed several state-mandated and regional planning initiatives such as the Indian River Lagoon (IRL) Reconnaissance Report (NOAA and FDER/CZM), Indian River Lagoon Surface Water Improvement and Management (SWIM) Plan, Turkey Creek and Sebastian River watershed initiatives, the C-1 Canal Re-diversion Project, an IRL muck-sediment dredging prioritization plan; and he assisted in the development of other plans such as the IRL restoration plan for impounded wetlands, the National Estuary Program plan for the IRL system and the SWIM plan for the Northern Coastal Basins (Tolomato, Matanzas, and Halifax R. estuaries). Mr. Steward was the lead scientist on many applied research projects that have led to the establishment of major resource management targets for water quality (and desirable trophic state) and the improvement or protection of shellfish, seagrass, and coastal wetland habitats. Examples of these research projects include the determination of restored seagrass depth limits and related light targets, salinity targets and related freshwater discharge criteria, nutrient loading limits for the IRL and NCB systems (the IRL loading limits were adopted by FDEP as TMDLs), and proposed numeric nutrient criteria for the IRL and NCB systems. Mr. Steward also directs the water quality and habitat monitoring program for the IRL system that focuses on assessing seagrass coverages and their water quality requirements, and the state of coastal wetland resources. He has also been the lead technical manager for watershed-scale projects including the Turkey Creek muck dredging project and the C-1 Re-diversion Project, which were both originally proposed and initiated by Mr. Steward. Currently, he is working with a team of experts that are evaluating the algal blooms that caused faunal and floral resources impacts within the Indian River Lagoon.

EDUCATION

- B.S. Biology, College of William & Mary
- M.S. Bio-Environmental Oceanography, Florida Institute of Technology

PROFESSIONAL AWARDS

- Marine Resources Council: 1988 Outstanding Service Award toward coastal restoration
- NOAA: 1992 Coastal Zone Management Excellence Award nominee
- SJRWMD: 2008 Employee of the Year nominee

PROFESSIONAL AFFILIATIONS

- American Society of Limnology & Oceanography
- Coastal and Estuarine Research Federation
- Southeastern Estuarine Research Society
- Florida's Marine Numeric Nutrient Criteria Committee
- Co-Chair of IRL NEP Technical Advisory Committee

AREAS OF EXPERTISE:

- Scientific acumen
- Versatility and integrity
- Technical/scientific writing and meeting presentations
- Resource management planning
- Project design
- Coastal resource knowledge (specifically NE Florida)
- Supervisory and communication skills

PROJECT EXPERIENCE

Manages a wide range of environmental assessment, protection, and restoration projects in the coastal watersheds of Northeast and East Central Florida (extending over 1/3 of Florida's east coast), including:

- Monitoring of seagrasses and associated water quality, coastal wetlands, potentially toxic substances (metals, organics), and algal blooms;
- Comprehensive ecosystem restoration planning (e.g., developed the state's Indian River Lagoon (IRL) Surface Water Improvement and Management Plan, a precursor of the IRL National Estuary plan);
- Ecological process/ diagnostic studies with an emphasis on eutrophication and related target setting (e.g., estuarine TMDLs and numeric nutrient criteria for Florida);
- Feasibility studies for seagrass and water quality restoration strategies;
- Watershed planning specific to nutrient and TSS load reduction strategies; and
- Management of restoration projects (e.g., muck sediment dredging, shoreline stabilization, surface water treatment, etc.);
- Other earlier work (1983 – 1985) included an investigation of drought effects on water quality in the Middle St. Johns River and a District-wide environmental evaluation of the reuse of treated wastewater;
- Supervision of 13 staff and the administration of multi-million dollar annual budgets

St. Johns River Water Management District (SJRWMD) - Technical Program Manager, Coastal Basins, Division of Environmental Sciences. Coastal Basins supervisor, lead scientist and programs manager.

(Positions held during 1980 – 2011):

1980 – 83	Laboratory Chemist. Environmental water quality analyses (trace metals, TSS, TDS, alkalinity, chlorophylls, etc.)
1984 – 86	Environmental Scientist II
1987	Environment Scientist III
1987 – present	Technical Program Manager

The types of project work conducted while in the Environmental Scientist and TPM positions listed above are reflected in the reports and presentations provided on the following pages.



Swoope Boat Ramp
New Smyrna Beach, Florida

Tab 2
Experience

The project sheets that follow this cover page illustrate DMC's marine engineering, planning and permitting experience along Florida's east coast. Each project brings a new set of challenges and we believe a holistic approach to every project provides the greatest insurance for success. Our team has over 100 years experience in the design of marine and waterfront projects. Let DMC guide you through your next project!

DMC has not submitted or been granted a change order related to engineering services during any of the projects depicted in the following project sheets. We believe that clear communication with our clients at the very beginning of the project eliminates the need for changes in the scope and unwanted changes in engineering fees. This relates to timelines as well, clear communication with the client about long lead items such as environmental resource permitting is necessary to develop a project schedule that can be met.

DMC has not received any citations, violations or been involved in any litigation within the last three (3) years.

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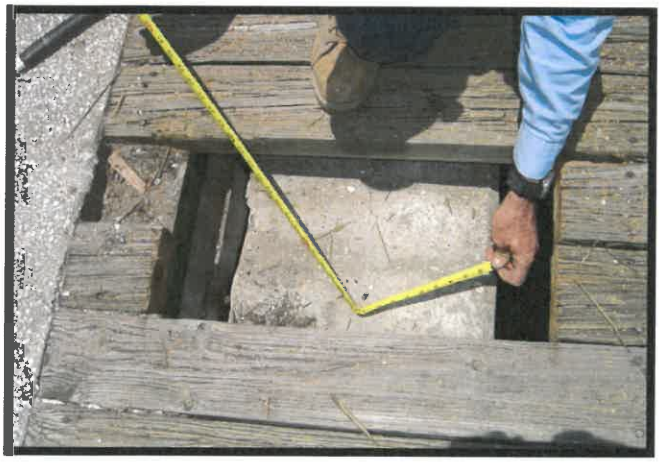
Riverside Park Bulkhead & Wharf Repair

City of New Smyrna Beach, Florida

Project Completed: **2012**
Engineering Fees: **$93,200**
Construction Cost: **$950,000**

Dredging & Marine Consultants, LLC **(DMC) working as a sub-consultant to Quentin Hampton and Associates, Inc. assisted the City of New Smyrna with assessing and designing the repair of the failing bulkhead at Riverside Park. This park is the center of the community and plays host to countless art festivals, concerts, fishing tournaments, a water taxi, etc. Project tasks included an existing structure assessment and corresponding report, City staff and stakeholder consensus building, construction cost estimation, FIND grant application assistance, design and permitting.**





Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com

Services Provided:

- **Existing Structure Evaluation Report**
- **Repair Recommendations**
- **Cost Estimation of Repairs**
- **Engineering and Design**
- **FIND Grant Writing Assistance**
- **Water Taxi Landing**
- **Environmental Resource Permitting through FDEP, USACOE and Volusia County**
- **Sovereign Submerged Lands Lease Acquisition**
- **Construction Engineering Inspection Assistance**

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Swoope Site
Public Boat Launching Facility
City of New Smyrna Beach, Florida

Completed: *2014*
Engineering Fees: $93,200
Construction Cost: $950,000

DMC was selected by the City of New Smyrna Beach to design and permit a public boat ramp and parking facility capable of holding 50 trucks and trailers. DMC worked with Quentin Hampton & Associates to develop a master plan for the project and will be responsible for all marine components, environmental resource permitting and compatibility with new stormwater systems. In addition, DMC submitted applications for Phase 1 (Design & Permitting) and Phase 2 (Construction) grants through the Florida Inland Navigation District (FIND). DMC was successful in securing nearly $50,000 for Phase 1 and $490,000 in Phase 2 construction funds for the City.





Contact:

Mr. Khalid Resheidat P.E.
Assistant City Manager
City of New Smyrna Beach
124 Industrial Park Ave.
New Smyrna Beach, FL 32168
Phone: (386) 424-2205
Email: kresheidat@cityofnsb.com

Services Provided:

- **Grants Application, Presentations and Administration**
- **Construction Cost Estimation**
- **Existing Environmental Resource Surveying**
- **Marine Structures Engineering and Design**
- **Environmental Resource Permitting through FDEP and Corps**
- **Ensure Compatibility with new Stormwater System**
- **Volusia County Manatee Protection Plan Compliance**
- **Hydrographic and Topographic Survey**
- **Geotechnical Investigation**

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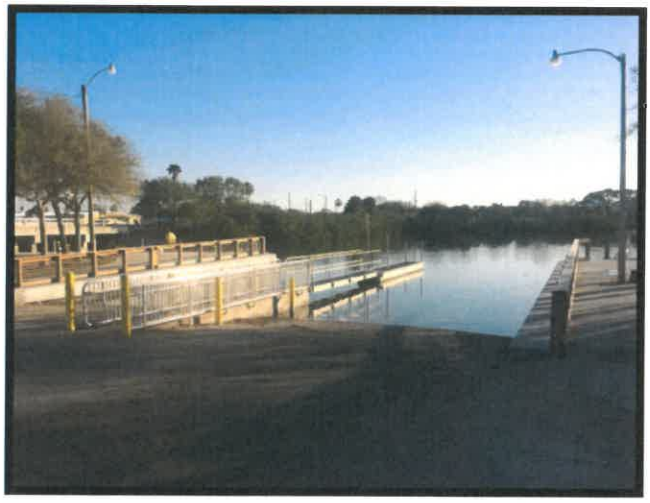
North Causeway Boat Ramp & Fishing Pier Improvements

City of New Smyrna Beach, Florida

Project Completed: **2015**
Engineering Fees: **$24,260**
Construction Cost: **$825,000**

Dredging & Marine Consultants, LLC **(DMC) worked as a sub-consultant to Quentin Hampton and Associates, Inc. to assist the City of New Smyrna with assessing and designing the repair of the failing bulkhead and fishing pier at the North Causeway Boat Ramp. This facility is heavily used and needed to be repaired in order to provide a safe launching facility for the community. DMC assessed the existing structures, designed and permitted repairs, provided construction cost estimation, FIND grant application assistance and construction inspection.**





Services Provided:

- **Existing Structure Evaluation**
- **Repair Recommendations**
- **Cost Estimation of Repairs**
- **Engineering and Design**
- **FIND Grant Writing Assistance**
- **Construction Engineering Inspection Assistance**

Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com

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Calore Canal Dredging

City of New Smyrna Beach

Project Completed: 2014
Engineering Fees: $27,000
Construction Cost: $120,000

DMC staff coordinated or completed all planning, surveying, materials testing, environmental assessment, engineering and permitting to dredge approximately 5,000 cubic yards from a residential canal. Coordination and planning with the residents of the canal was crucial to keeping the project on-track and ensuring that all parties where satisfied with the project outcome. DMC evaluated the site for any resources or potential resource impacts, including identifying any threatened and endangered flora and fauna within the projects area. This included in-water submerged aquatic vegetation (SAV) surveying. DMC generated all engineering and design drawings (plans) for the dredging and sediment disposal project.





Services Provided:

- Coordination of Surveying and Geotechnical Testing
- Complete Environmental Resource Permitting
- Dredge Template and Dredge Material Disposal Planning
- Submerged Aquatic Vegetation Survey
- Resident Coordination
- Cost Estimation

Contact:

Khalid N. Resheidat, P.E.
Assistant City Manager
City of New Smyrna Beach
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
Tel: (386) 424-2209

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B-23 Canal Restoration Dredging & Seawall Replacement

City of Port Orange, Florida

Project Completed: Dredging 2011 / Seawall 2013
Engineering Fees: $87,000
Construction Cost: $1,800,000





Dredging and Marine Consultants, LLC (DMC) engineers and scientists were tasked with designing and permitting the restoration dredging and seawall replacement of the B-23 Canal. Permitting and coordination was completed through the Florida Department of Environmental Protection, U.S. Army Corps of Engineers and the Florida Inland Navigation District. This maintenance dredging project was part of the overall Rose Bay Restoration Project in Port Orange, Florida and DMC was able to coordinate the use of the same dredge equipment and disposal area as a cost saving measure for the City. In addition, DMC designed and oversaw the construction of shoreline stabilization at the MSA 434A Disposal Site as well as directed the facilities cleanup and sod establishment as part of the project closeout.

Services Provided:

- **Engineering and Design**
- **Sediment Sampling and Characterization**
- **Geotechnical Investigation Coordination**
- **Removing 20,000 CY of Sediments**
- **Design Replacement of 5,000 Linear ft of Seawall**
- **Public Engagement, Consensus Building and Presentations**
- **Construction Inspection and Management**

CONTACT:

Mrs. Shannon M. Lewis, ICMA-CM
Deputy City Manager
(Previously with City of Port Orange)
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901
Tel: (321) 608-7211
Email: slewis@melbourneflorida.or



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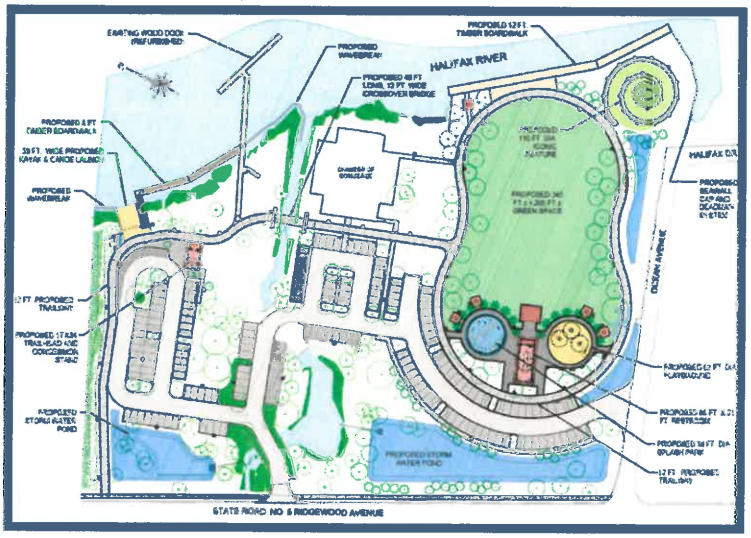
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Port Orange Riverwalk Park

City of Port Orange, Florida

Project Completed: March 2016
Engineering Fees: $209,960
Estimated Construction Cost: $4.7 Million

DMC was tasked by the City of Port Orange to develop, design, permit and bid construction of the City's premier waterfront park. DMC staff conducted an environmental resource survey of the complete property in order to better guide the locating of the many improvements associated with park development. DMC also coordinated with the public and multiple stakeholders to develop a conceptual plan that will revitalize the local waterfront district. DMC developed construction plans and the project is currently under construction.





Services Provided:

- **Public Engagement and Consensus Building**
- **Coastal Structure and Stormwater Engineering**
- **Existing Conditions Report & Recommendations**
- **Environmental Resource Surveying**
- **Utility Coordination**
- **Environmental Resource Permitting with SJRWMD and USACOE**
- **Existing Seawall Rehabilitation**
- **Boardwalk & Crossover Design**
- **Kayak/Canoe Launch Design**
- **Splashpark and Playground Design**
- **Restrooms, Trailways and Pavilions**
- **Engineering Design & Bidding**
- **Cost Estimation**

Contact:

Margaret E. Momberger, RLA / LEED AP
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5661
Email: mmomberger@port-Orange.org

Dredging & Marine Consultants

DMC

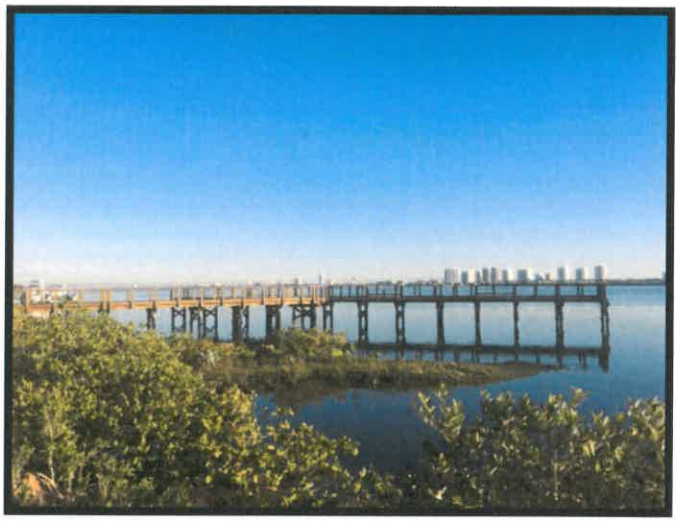
ENGINEERS • SCIENTISTS

Port Orange Riverwalk Park Phase 1A Construction Management

City of Port Orange, Florida

Project Completed: March 2016
Engineering Fees: $15,455

DMC was tasked by the City of Port Orange to review bids, shop drawing submittals, requests for information and provide engineering solutions during construction of Riverwalk Park Phase 1A. This included inspection of all waterfront components including a wavebreak, timber boardwalk, canal cross-over bridge and a kayak/canoe launch. In addition, DMC reviewed and approved pay applications throughout the construction, attended bi-weekly construction meetings and will provide as-built certification.





Services Provided:

- **Onsite Inspection**
- **Shop Drawing Review and Approval**
- **RFI Response**
- **Progress Meeting Attendance**
- **Pay Application Approval**
- **As-built Review and Certification**
- **Engineering Design & Bidding**
- **Cost Estimation**

Contact:

Margaret E. Momberger, RLA / LEED AP
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5661
Email: mmomberger@port-orange.org

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Russell Property ADA Dock and Kayak/Canoe Landing

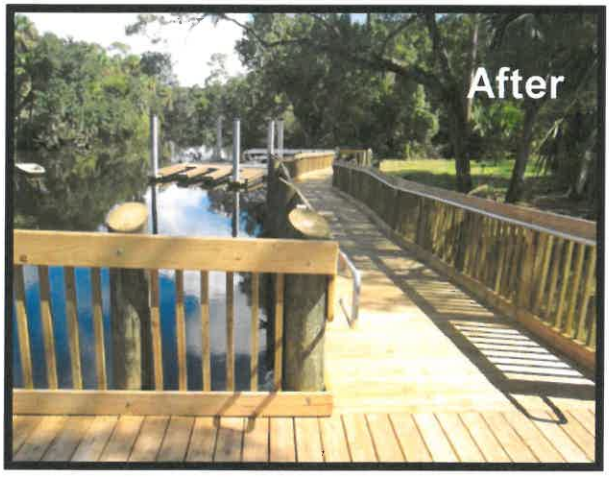
City of Port Orange, Florida

Project Completed: **2012**
Engineering Fees: **$79,300**
Construction Cost: **$110,000**

The City of Port Orange contracted Dredging & Marine Consultants, LLC (DMC) to engineer, permit, and estimate cost for an ADA accessible kayak and canoe launching and landing facility at their newly acquired property on Spruce Creek, an Outstanding Florida Water. DMC also created ADA parking and sidewalks for disabled citizen access.







CONTACT:

Mr. Kent Donahue
Assistant to the City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386- 506-5500
Email: kdonahue@port-orange.org

Services Provided:

- **In-water engineering**
- **Complete Environmental Resource Permitting through FDEP and ACOE**
- **Hydrographic Survey**
- **In-Water Geotechnical Investigation Coordination**
- **Bid Document Preparation**
- **Construction Cost Estimation**
- **FIND Grant Application & Presentation**

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

City of Port Orange Parks & Public Shoreline Protection

City of Port Orange, Florida

Project Completed: 2009
Engineering Fees: $100,000
Construction Cost: $320,000



Dredging and Marine Consultants, LLC (DMC), as a sub-consultant to Quentin L. Hampton, Inc., assisted the City with the evaluation of 23 public shoreline parcels and parks that were significantly impacted by the 2004-2005 hurricanes. Over 2 miles of natural and poorly armored shoreline were evaluated with structures such as rock revetments, natural vegetated shoreline and seawalls for floral resource impacts, current structural integrity, existing natural resources, and potential for improvement. Areas in need of repairs were identified and the required redesigns were performed to minimize cost of construction. DMC assisted with securing a Community Development Block Grant of $575,000 and coordinated work with DCA. DMC secured permits and exemptions from FDEP, SJRWMD, USACOE and DOT. DMC prepared construction bid documents, funding updates/reporting, and construction inspection.

***Services Provided*:**

- **Coastal Engineering**
- **Rock Revetment and Seawall Restoration Design**
- **Complete Environmental Resource Permitting through FDEP, SJRWMD, USACOE, and DOT**
- **Project Bidding**
- **Progress Reporting for Grant Agency**
- **Construction Inspection**

***Contact*:**

Susan Lovallo
Director Parks & Recreation
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386-506-5852
Email: slovallo@port-orange.org



Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Sunglow Seawall Repair & Stormwater Improvements

Volusia County, Florida

Project Completed: 2012
Engineering Fees: $23,687
Construction Cost: 350,000

Volusia County selected Dredging & Marine Consultants, LLC to design and permit the repair of the failed Sunglow Pier and Condo Association seawall and stormwater system. DMC engineers were able to improve the stormwater treatment and parking layout of this narrow beach access area. In addition, DMC provided construction administration and onsite solutions to this complex repair timetable for construction that was limited due to turtle nesting season.

CONTACT:

Mr. Gerald Brinton, County Engineer
Volusia County
123 W. Indiana Ave.
Deland, FL 32720-4262
Office: (386) 736-5967 x2294
gbrinton@co.volusia.fl.us

Services Provided:

- **Environmental Resource Permitting through the FDEP Coastal Control Line Division**
- **Stormwater Runoff Calculation**
- **Drainage redesign and Parking Plan**
- **Engineering and Design of Beachfront Seawall and Stormwater Containment**
- **Construction Administration and Onsite Engineering Inspection**





Dredging & Marine Consultants

DMC

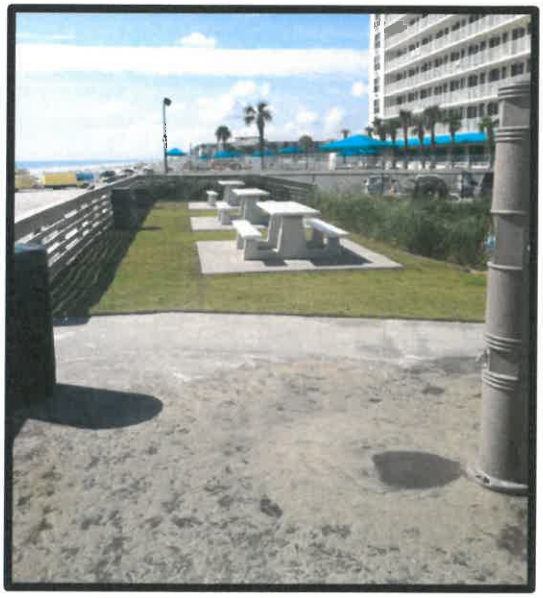
ENGINEERS • SCIENTISTS

Sunsplash Park Seawall Extension & Park Design

Volusia County

Project Completed: **2011**
Engineering Fees: **$21,400**
Construction Cost: **$330,000**

Volusia County selected Dredging & Marine Consultants, LLC to design and permit the extension of their beach front seawall at Sun Splash Park in Daytona Beach. Storm surge and uncontrolled stormwater runoff had caused severe erosion along an 87 foot long section of unarmored shoreline bordering the park. DMC designed and successfully permitted the seawall extension, stormwater containment, sidewalk reconfiguration, beach access structure and native vegetation planting.



Contact:

Mr. Gary Morton
Construction Manager
County of Volusia, Engineering & Construction
123 W. Indiana Avenue, Suite 4019
Deland, FL 32720-4262
Phone: (386)36-5967 x3289
Email: gmorton@co.volusia.fl.us

Services Provided:

- **Environmental Resource Permitting through FDEP Coastal Control Line Division**
- **Stormwater and Utility Runoff Calculation and Drainage Plan**
- **Construction Administration and Onsite Engineering Inspection**





Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Taylor Creek Emergency Shoreline and Stormwater Stabilization

St. Lucie County, Florida

Project Completed: **2009**
Engineering Fees: **$185,000**
Construction Cost: **$376,000**

Dredging & Marine Consultants, LLC (DMC) successfully designed and permitted a 210 foot long retaining wall with rip-rap toe scour protection in Taylor Creek. Extreme erosion caused by years of high velocity discharge from Lake Okeechobee threatened a shopping center stormwater pond and parking lot. This erosion was accelerated during Tropical Storm Fay and enabled St. Lucie County to obtain a grant from NRCS to make the necessary repairs. DMC was tasked with completing this entire project in just 6 months, which was accomplished.



CONTACT:

Mr. Donald B. West, P.E.
Public Works Director
St. Lucie County
2300 Virginia Avenue
Ft. Pierce, FL 34982-5652
Phone: (772) 462-2178
Email: westd@stlucieco.org

Services Provided:

- **Environmental Resource Permitting**
- **Engineering and Design**
- **Resource Surveys**
- **Geotechnical Borings**
- **Hydrographic and Boundary Survey**
- **Bid Documents and Bidding**
- **Construction Inspection**
- **Coordination with NRCS**





Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Summerall Park Waterfront and ADA Access Improvements

City of Tavares, Florida

Completed: **2009**
Engineering Fees: **$34,450**
Construction Cost: **$71,000**

Dredging & Marine Consultants, LLC (DMC) permitted and designed an access channel to allow safe small boat access to the Dora Canal from the Summerall Park boat ramp through an environmentally sensitive area. In addition, DMC designed and successfully permitted the replacement of the existing dilapidated boat ramp, added an ADA compliant parking space, ramp, floating dock, restroom and pavilion. As project managers, DMC completed a submerged lands determination, bathymetric survey, shoreline and submerged vegetation survey, all environmental resource permitting, chemical and physical sampling of sediment, bidding, and inspection required to dredge approximately 550 cubic yards of sediment. DMC fulfilled all CDBG funding requirements as well as mitigation replanting and monitoring requirements.





CONTACT:

Ms. Tamera Rogers
Community Services Director
City of Tavares
201 East Main Street
Tavares, FL 32778-1068
(352) 742-6338
trogers@tavares.org

Services Provided:

- **CDBG compliance, interviews, reporting and closeout**
- **Environmental resource permitting**
- **Engineering and design**
- **Resource surveys**
- **Hydrographic and boundary survey**
- **Sediment sampling and characterization**
- **Americans with Disabilities Act Compliance**
- **Accessory dock design**
- **Boat Ramp in-water extension**
- **Restroom and pavilion design**
- **Mitigation plan, shoreline replanting and monitoring**
- **Bid preparation and bidding**
- **Pre-construction meeting**
- **Project implementation**

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Tavares Recreational Park Boat Ramp Improvements

City of Tavares, Florida

Completed: **2012**
Engineering Fees: **$27,500**
Construction Cost: **$72,500**

Dredging & Marine Consultants, LLC (DMC) was tasked with converting one of the existing fixed docks at the Tavares Recreational Park boat ramp to a floating system and dredging the launching basin to better accommodate vessels. DMC staff also secured funding for the project through the FWC Florida Boating Improvement Fund in addition to providing cost estimation, bidding and construction engineering inspection services.



CONTACT:

Mr. Scott Aldrich
Recreation Project Manager
City of Tavares
123 N. St. Clair Abrams
Tavares, FL 32778
Tel: (352) 742-6477
Email: saldrich@tavares.org

Services Provided:

- **Environmental Resource Permitting with FDEP and USACOE**
- **Marine Structures Engineering**
- **Mitigation Area Coordination**
- **Bid Preparation**
- **FWC Boating Improvement Grant**
- **Construction Engineering Inspection**
- **ADA Compliance**



Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

Russell Property ADA Dock and Kayak/Canoe Landing

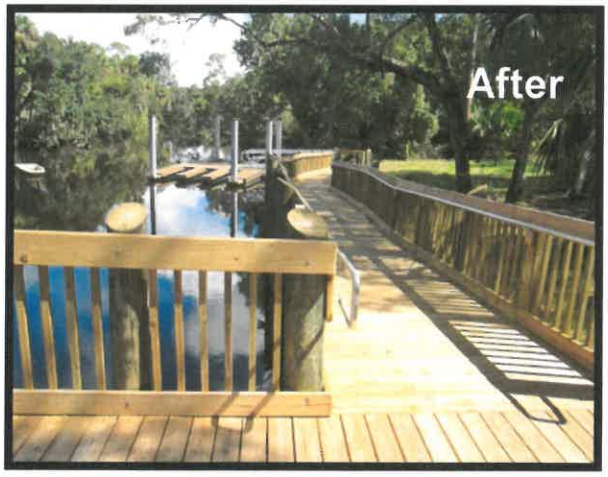
City of Port Orange, Florida

Project Completed: **2012**
Engineering Fees: **$79,300**
Construction Cost: **$110,000**

The City of Port Orange contracted Dredging & Marine Consultants, LLC (DMC) to engineer, permit, and estimate cost for an ADA accessible kayak and canoe launching and landing facility at their newly acquired property on Spruce Creek, an Outstanding Florida Water. DMC also created ADA parking and sidewalks for disabled citizen access.







CONTACT:

Mr. Kent Donahue
Assistant to the City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: 386- 506-5500
Email: kdonahue@port-orange.org

Services Provided:

- **In-water engineering**
- **Complete Environmental Resource Permitting through FDEP and ACOE**
- **Hydrographic Survey**
- **In-Water Geotechnical Investigation Coordination**
- **Bid Document Preparation**
- **Construction Cost Estimation**
- **FIND Grant Application & Presentation**



Canal Calore Residential Dredging
New Smyrna Beach, Florida

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Tab 3
Client References

Contact:

Mr. Kyle W. Fegley P.E.
City Engineer
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32168
Tel: (352) 742-6338
Email: kfegley@cityofnsb.com
Similar Projects: Riverside Park Bulkhead and Wharf Repair, North Causeway Boat Ramp Improvements, Calore Canal Dredging and Swoope Site Boat Ramp

Contact:

Mr. Jack Corder/ Ms. Malecia Harris (interim contact for Mr. Corder)
Director of Leisure Services
City of Edgewater
1108 S. Ridgewood Ave.
Edgewater, FL 32132
Tel: (386) 424-2400 option 2 then 6
Email: jcorder@cityofedgewater.org or mharris@cityofedgewater.org
Similar Projects: Whistlestop Park Conceptual, George Kennedy Park Seawall Restoration and Cameron's Marina Evaluation

Contact:

Ms. Susan Lovallo
Director of Parks & Recreation
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Tel: (386) 506-5852
Email: slovallo@port-orange.org
Similar Projects: Causeway Park Shoreline Stabilization, Russell Property Kayak and Canoe Docking Facility, Causeway Park Fishing Pier Restoration and Causeway Park Floating Docks

Contact:

Mr. Gary Morton
Construction Manager
Volusia County
123 W. Indiana Ave. 4th Floor Rm 402
Deland, FL 32720
Tel: (386) 736-5967 x3289
Email: GMorton@volusia.org
Similar Projects: Sunsplash Park Seawall Extension, Spruce Creek Timber Boardwalk Repair, Ed Stone Park Seawall, Sunglow Pier Seawall Repair, Lemon Bluff Boat Launching Facility and Shell Harbor Boat Launching Facility

Contact:

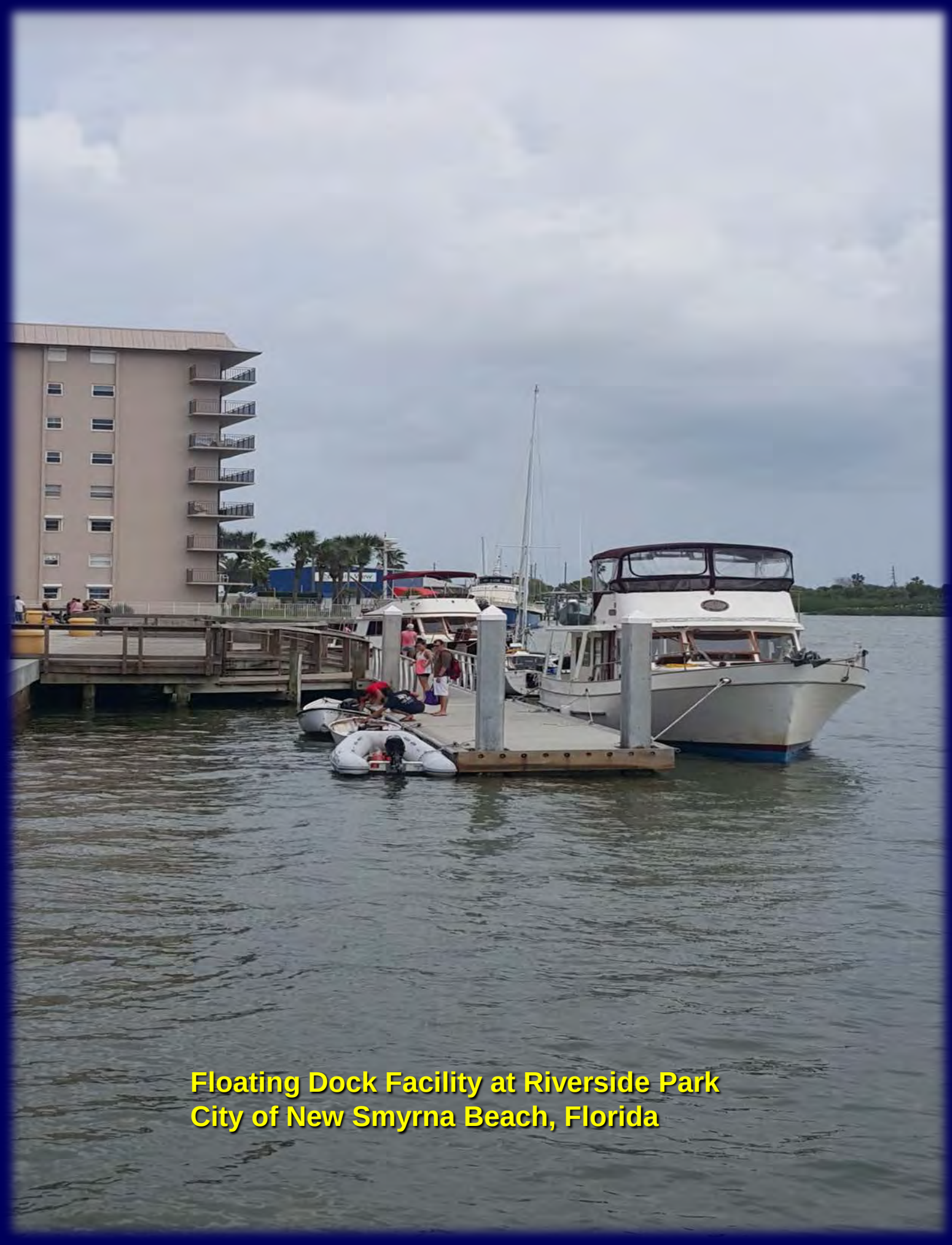
Mr. Donald West, P.E.
Public Works Director
St. Lucie County
2300 Virginia Avenue
Ft. Pierce, FL 34982-5652
Tel: (772) 462-2178
Email: westd@stlucieco.org
Similar Projects: Taylor Creek Restoration Dredging Phase 1, 2 & 3, Taylor Creek Emergency Shoreline Stabilization, Taylor Creek Dredge Material Management Area and North Causeway Channel Markers

Contact:

Mr. Jim Nelson, Jr., P.E.
City Engineer
City of Daytona Beach
950 Bellevue Ave.
Daytona Beach, FL 32114
Tel: (386) 671-8613
Email: nelson@codb.us
Similar Projects: Halifax Harbor In-river Retention and Ballough Rd. Bridge Expansion and Marina Village

Contact:

Ms. Tamera Rogers
Director of Community Services & Parks and Recreation
City of Tavares
201 East Main St.
Tavares, FL 32778
Tel: (353) 742-6338
Email: trogers@tavares.org
Similar Projects: Summerall Park Improvements, Aesop's Park Improvements, Wooton Park Seaplane Marina, Woodlea Park Sports Complex and Tavares Recreational Park Boat Ramp Improvements

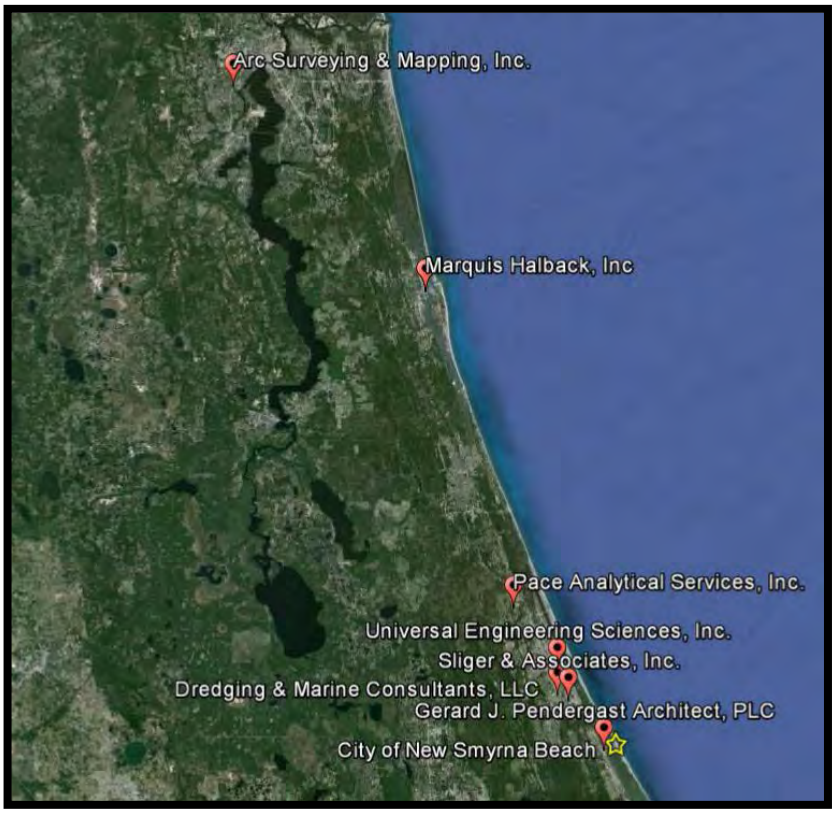


Floating Dock Facility at Riverside Park
City of New Smyrna Beach, Florida

Tab 4
Other

Our comprehensive team consists of firms with offices in the east central and northeast Florida area as illustrated in the map below. Additional information on our sub-consultant team members is presented in this tab, DMC has a very successful working relationship with these firms and we interact directly with the Principals/Branch Managers to provide the needed responsiveness and resources for our projects. In addition, these firms are extremely knowledgeable in working in marine and coastal systems. Our comprehensive team consists of the following firms or individuals, including DMC:

Dredging & Marine Consultants, LLC (Port Orange) - marine and coastal engineering, dredging planning & engineering, shoreline stabilization, waterfront parks planning, environmental resource permitting, site civil design, environmental assessments, cost or value engineering, construction management, and grant assistance.
Gerard J. Pendergast Architect, PLC (New Smyrna Beach) **–** building & structures architecture
Marquis Halback, Inc. (St. Augustine) - landscape architecture
Universal Engineering Sciences (Daytona Beach) – geotechnical testing
Arc Surveying & Mapping, Inc. (Jacksonville) – hydrographic surveying
Sliger & Associates, Inc. (Port Orange) - boundary and topographic surveying
Pace Analytical Services, Inc. (Ormond Beach) - sediment and water chemical testing



DMC Ongoing Projects

DMC has the following ongoing projects in the design or construction phase:

- City of Edgewater: Kennedy Park Seawall Restoration
- City of Port Orange: Riverwalk Park Phase 1A & 1B, Causeway Park Dock Replacement and City Center Shoreline Stabilization
- Volusia County: Blue Lake Boatramp, Shell Harbor Boat Launching Facility, Ponce Inlet Side Channel Dredging and Lemon Bluff Boat Launching Facility
- City of Daytona Beach: Ballough Rd. Bridge Expansion & Marina Village and Day Docks
- City of Holly Hill: Sunrise Park Boat Launch Facility Improvements
- City of Ormond Beach: Cassen Park Docking Facility and Breakwater
- St. Lucie County: Platts Creek Stormwater Repair, Old Fort Baffle Box and North Causeway Channel Markers
- Lake County Water Authority: Palatlakaha River M-5 & M-6 Structures Modification
- City of Tavares: Woodlea Sports Complex Lighting and Wooton Pavilion Storage Expansion

GERARD J. PENDERGAST
ARCHITECT, PLC

FIRM OVERVIEW

Founded in New Smyrna Beach and Established in 2002, Gerard J Pendergast Architect, PLC has made a difference in the community. Mr. Pendergast "J" has worked closely with the City of New Smyrna Beach to develop a prototype restroom for public parks, including waterfront. He serves on many community boards and committees and works tirelessly for the architectural improvement of the area.

Gerard J. Pendergast Architect, PLC is a full service architectural firm with broad experience in multiple project types, commercial, residential, and public agency. Our team is capable of managing projects from the early stages of planning to certification of completion. By combining sound design and diligent management projects are completed on time and within budget. Personal service is reflective of the attention to detail every project receives. Successful projects are the main reason why the majority of our business is generated from repeat clients.

The firms standard of planning and design services produce innovative and sustainable solutions that meet our clients objectives and create works that tell the story of Florida's cultural, historical, environmental and artistic heritage.

The majority of my project team lives and work in Volusia County. In the event additional Architectural Staff is needed recruitment will be from Florida Architectural Universities and will provide additional professional employment in New Smyrna.

221 Canal Street • New Smyrna Beach • FL 32168 • Phone (386)427-5012 • gjp3@bellsouth.net • www.gjparchitect.com

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ESTHER STREET RESTROOM New Smyrna Beach, Florida	2012	2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of building a new restroom facility and picnic pavilions at an existing City site on the oceanfront.

J. Pendergast, Architect, designed the off-grid restroom building and open air picnic pavilions. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this restroom project is $64,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
NORTH CAUSEWAY BOAT RAMP, PARKING & RESTROOMS New Smyrna Beach, Florida	2014	2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of repairing the seawall, upgrading the fishing pier, boat ramp, parking with sidewalks and building a new restroom facility at an existing City site.

Gerard J. Pendergast, Architect, PLC provided the restroom building design and construction documents. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this restroom project is $96,000.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.			
c.			
d.			
e.			

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER -

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SWOOPE SITE BOAT RAMP, PARKING & RESTROOMS New Smyrna Beach, Florida	2011	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of New Smyrna Beach	Kyle Fegley	(386) 424-2168

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project consists of constructing a new boat ramp, parking and restroom facility at an existing City site that currently is shared by Volusia County and UCNSB. The items to be constructed include a 40 ft wide boat ramp with floating docks, a two stall restroom building with solar power, drainage system – eleven (11) structures and 950 LF of storm pipe with retention area, grinder lift station with 2,300 LF of 1½ inch force main, 9,000 SY of asphalt pavement and 5,500 SY of shell parking area, and numerous site improvements such as sidewalk, benches, railings, etc.



QLH obtained the services of J. Pendergast, Architect, to provide the restroom building design and construction documents. The restroom building is completely off the grid using photovoltaic panels and a standby battery system. The facility was designed for ease of maintenance and long term durability. It was built successfully at other municipal locations.

The construction cost for this entire project is $1,286,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Gerard J. Pendergast, Architect, PLC	New Smyrna Beach, Florida	Architect
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

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Marquis Halback, Inc.

Firm Profile

Located in the nation's oldest city of St. Augustine, Florida, **Marquis Halback, Inc.** has earned a distinct reputation for creating unique design solutions and compelling images of change.

Offering a wide variety of planning, design and management services, principals Jeremy Marquis and Fred Halback, along with the entire talented team, assess project conditions and values creating environments that are *functional, creative* and *sustainable.*

Services offered by the firm include:

Landscape Architecture
Planning
Urban Design
Project Management

Areas of expertise include *historic & cultural places, work environments, community parks & public buildings, urban environments,* and *places to live.*

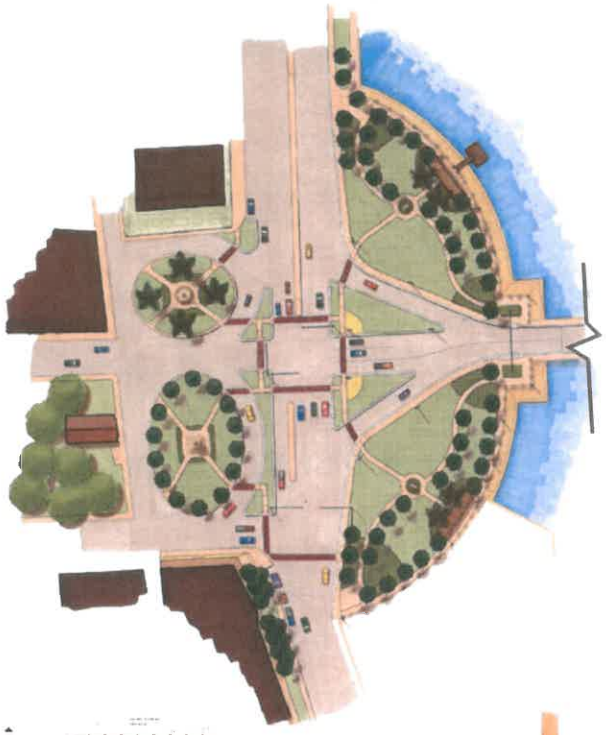
179 King Street
St. Augustine, Florida 32084
Ph: 904.825.6747

Website:
www.Halback.com

Marquis Halback

St. Augustine, Florida
LC0000391











Bridge of Lions Rehabilitation

Understanding the Past, Planning for the Future

Built in 1927, this historic bridge has undergone a complete rehabilitation.

As a member of the Bridge Design Team and responsible for the Public Participation Program and conceptual design, **Marquis Halback, Inc.** provided historic research and analysis, as well as landscape architectural design services for the improvement of the bridge's historic approaches and parks located on the east and west ends.

The final design focused on solving modern urban challenges, where issues like traffic and pedestrian circulation were addressed within the most appropriate historic context.

Location
St. Augustine, Florida

Client
Florida Department of Transportation
RS&H, Inc.

Marquis Halback, Inc. Scope
Public Participation Officer
Urban Design
Landscape Architectural Design

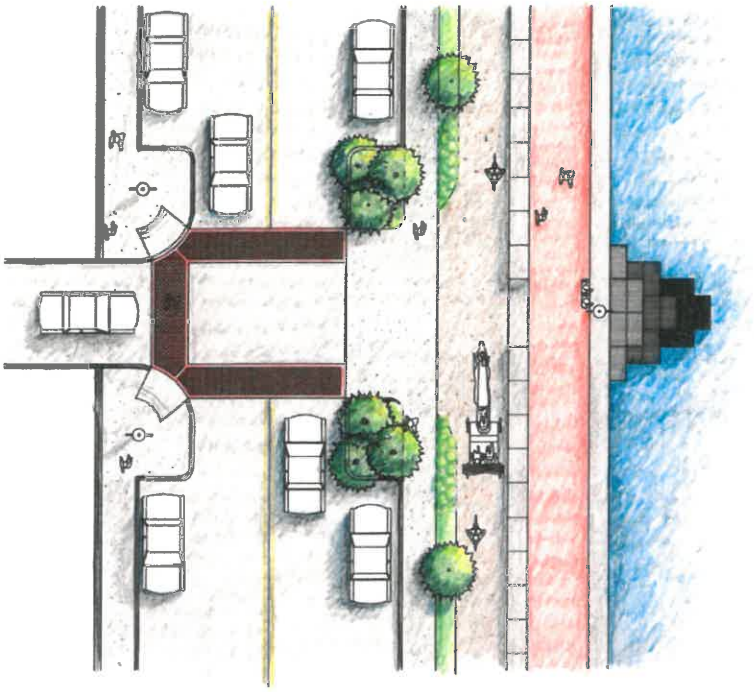
Size
Approaches and Parks: 2.3 acres
Bridge Length: 2,000 feet

Awards
ASLA, Florida Chapter, Award of Honor
APWA, Florida Chapter, Project of the Year in Historic Restoration/Preservation

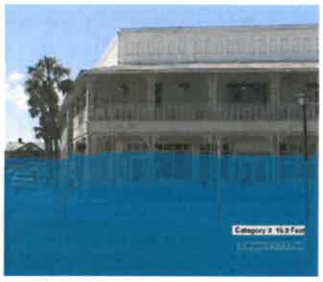
Marquis Halback

St. Augustine, Florida | Boone, North Carolina
LC0000391

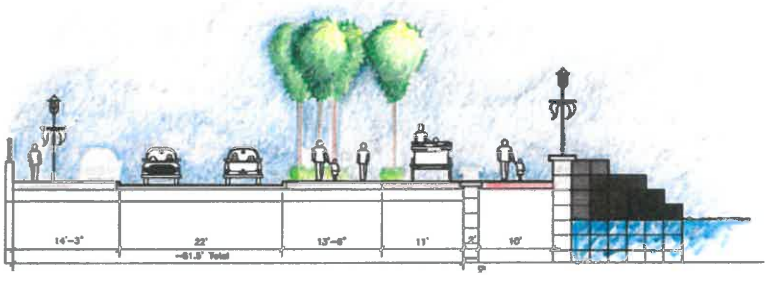
Creating Compelling Environments to Live, Work, and Play
www.Halback.com











Matanzas River Historic Seawall

Preserving Yesterday, Protecting for Tomorrow

The Seawall Reconstruction Project is a result of tropical storm and hurricane damage to the historic seawall built in 1833 by West Point cadet engineers.

Marquis Halback, Inc. was hired to determine the feasibility of this flood control project. Duties included researching pertinent issues, synthesizing the information into easily understandable graphics and reports, and presenting it to citizens in a series of carefully planned public meetings and design workshops.

By integrating the City's goals, citizens' priorities, and solid urban design and engineering principles, the project has been funded by FEMA.

Location
St. Augustine, Florida

Client
City of St. Augustine

Marquis Halback, Inc. Scope
Public Participation Program
Urban Design
Landscape Architecture

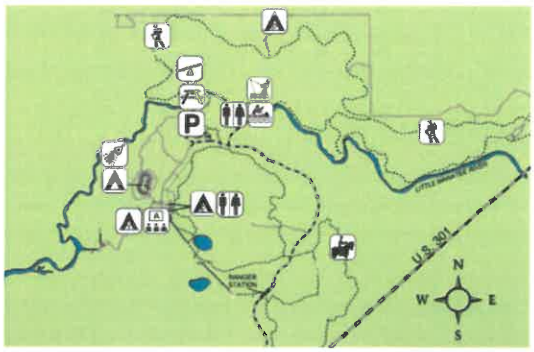
Size
1,250 feet

Awards
Florida Chapter ASLA, Award of Honor, 2003

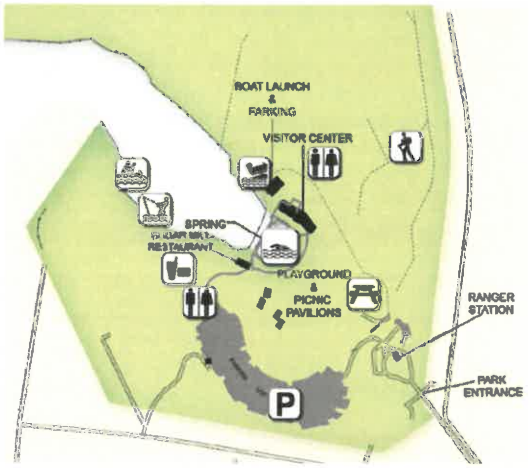
Marquis Halback

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LC0000391

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Florida State Parks

Little Manatee River State Park & Deleon Springs State Park

The landscape architect was commissioned as prime consultant to develop plans for Little Manatee River Sate Park. Following the development of a master plan, **Frederick Halback**'s team developed 2.5 miles of roadway, parking areas, picnic facilities, canoe launches, camping areas, and trailheads for hiking and horseback riding.

At Deleon Springs State Park, the landscape architect worked with the State of Florida Department of Natural Resources to develop plans for an improved entry road, parking, swimming area and bulkhead that blended into the natural surroundings. Today, the spring is visited by thousands of park guests who swim, fish, and paddle canoes in the beauty of 'Real Florida.'

Location
Wimauma, Florida (Little Manatee River SP)
Deleon Springs, Florida (Deleon Springs SP)

Client
Florida Department of Environmental Protection

Scope
Project Management
Landscape Architecture & Park Design

Size
1,600 acres (Little Manatee River SP)
600 acres (Deleon Springs SP)

Executed while a Senior Principal with Herbert Halback, Inc.

Marquis Halback

St. Augustine, Florida | Boone, North Carolina
LC0000391











Lake Eola Park

Downtown's Living Room

Lake Eola Park returned to the public an important downtown open space. **Frederick Halback** developed a timeless plan and as the prime consultant addressed a multitude of issues, such as downtown economic development, image, event production, urban linkages, and safety.

Working with the City, Civic Groups, Police, adjacent businesses and residential participants, a comprehensive plan was developed. The urban park provides over one (1) mile of lake front for major downtown events, from art festivals to concerts, holiday events, and fireworks.

It is the downtown living room used by locals and visitors and has become the most photographed element of downtown.

Location
Orlando, Florida

Client
City of Orlando

Scope
Project Management
Urban Design
Landscape Architecture

Size
60.0 acres

Awards
AAN, National Landscape Award
ASLA, Centennial Celebration - Medallion Award
ASLA, Florida Chapter, Award of Honor
AIA, Mid-Florida Chapter, Award of Merit
Secretary of State, Florida Design Arts

Executed while a Senior Principal with Herbert Halback, Inc.

Marquis Halback

St. Augustine, Florida | Boone, North Carolina
LC0000391

About Universal Engineering Sciences

WHO WE ARE

Universal Engineering Sciences, Inc., is one of the oldest and most recognized professional engineering consulting firms in the State of Florida serving the southeastern United States. Our broad client base includes many prominent corporations, developers, designers, planners, contractors, public sector agencies, municipalities, architectural, engineering firms and amusement companies. Universal has earned a reputation for providing responsive, reliable service, sound technical engineering support, and stability in the industry. The company has been ranked each year consecutively by Engineering News-Record as one of the Top 500 Engineering Design Firms in America since 1985. Universal's long-term presence in the design and construction industry provides several additional advantages; most important are: local experience, quality service, and reliability.

WHAT WE DO

Our wide range of in-house services includes: geotechnical engineering, subsurface exploration and environmental drilling, construction materials testing and threshold inspection, building code compliance inspection and plan review, geophysical services, and a wide range of environmental sciences. We have been providing our dynamic line of services to clients across the United States in the design and construction industry since 1964.

HOW WE'RE DIFFERENT

Universal's uniqueness is due, in part, to our being completely family-owned and operated. The company was founded in Merritt Island, Florida, in 1964 by Mr. Sy Israel, who remains actively involved in the firm as our chairman and chief executive officer. His son, Mark C. Israel, PE, is president of the company, running the day-to-day operations. Unlike many large corporations and conglomerates, both Sy Israel and Mark Israel are accessible to clients and staff—they are involved and they care! This factor, combined with the stability of ownership and management staff, as well as our committed to service philosophy, has contributed to our continued success, growth and longevity in the business. Universal's family-oriented work environment and excellence-in-service incentive programs help maintain the long-term employment of many highly qualified and dedicated professional and technical personnel committed to providing our clients with superior customer service, rapid response times, technical accuracy and on-time reporting.

WHERE WE ARE

Universal's corporate office, located in Orlando, Florida, is supported by 17 additional branch offices strategically located throughout Florida and Georgia. This coverage ensures that our clients receive responsive, quality service, and that we will always be there when you need us. The Universal family is currently comprised of nearly 600 experienced professionals and support specialists who are dedicated to solving problems, developing innovative ideas and time and cost-saving techniques (value engineering) for our clients. The continued growth of our "family" can be attributed to our wide range of satisfied clients, continued referrals, repeat business and market-expanding efforts.

WHY YOU NEED US

Universal's history, experience, organization and approach to doing business all combine to make us a unique engineering firm. Our priority is to see that our clients' objectives are met within budget; projects are implemented on schedule; and all quality and service requirements are fully satisfied. Our philosphy is to meeting the needs of our clients by doing whatever it takes.

Visit us on the Web at: www.UniversalEngineering.com

UNIVERSAL ENGINEERING SCIENCES

911 Beville Road, Suite 3
South Daytona, FL 32119

Phone: 386.756.1105
Fax: 386.760.4067



Arc Surveying & Mapping, Inc.

Arc Surveying & Mapping, Inc. is a multi disciplined company with offices in Jacksonville and Melbourne, Florida and Memphis, Tennessee. Since 1986 Arc has helped public and private sector clients to achieve their goals by collecting and providing accurate, reliable, cost effective topographic and hydrographic data.

Arc is staffed by an innovative team of professionals, each committed to excellence. Our surveyors and mappers are equipped with modern topographic and hydrographic equipment and can transmit digital survey data directly from any jobsite to Arc offices or those of our clients.

Arc is especially proficient with surveys that require quick turn around, such as large earthwork construction, dredging and navigation projects. Clients include the ACOE, DOT, NOAA, USCG, many construction companies and most major engineering companies.

Arc's maps are available in all computer formats, including MicroStation and AutoCAD. The company is continually raising the competitive bar by providing clients with interactive 3D models and holograms which are among the most compelling visualization products in the world.

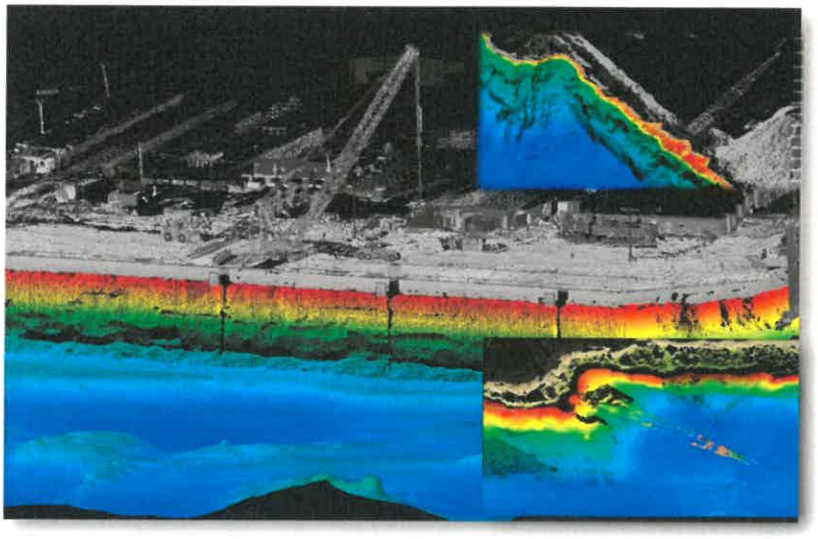
For more information regarding Arc Surveying & Mapping, Inc., please visit our website www.arcsurveyors.com.



- Environmental Surveys
- Hydrographic Surveys
- Construction Surveys
- Topographic Surveys
- Engineering Surveys
- Structural Surveys
- Sediment Surveys
- Ports & Harbors
- Laser Scanning
- Utility Surveys
- Virtual Reality
- Land Surveys
- Consulting
- CAD/GIS
- GPS







5202 San Juan Avenue, Jacksonville, FL 32210 | (904) 384-8377
www.arcsurveyors.com

SLIGER & ASSOCIATES
incorporated

Founded in 1974 by Gus A. Sliger, former Chairman of the Florida State Board of Land Surveyors, Sliger & Associates, Inc. is the largest full-service professional land surveying firm in East Central Florida. When performance, reliability, and professionalism count, our reputation speaks for itself.

For more than thirty years, Sliger & Associates' team of professionals has provided complete customer service, consistent timeliness and accuracy, pioneering use of industry technology, great employees, and commitment to community service. When performance, reliability, and professionalism count, our reputation speaks for itself. We have successfully served the governments, businesses, and citizens of Central Florida since 1974.

Sliger & Associates brings more than 300 years of combined surveying experience to every project. Along the way, we pioneered much of the surveying technology in our area. Sliger & Associates was one of the first surveying companies to utilize GPS, robotics, laser and digital data collection in surveying. Sliger & Associates brings more than 300 years of combined surveying experience to every project. Sliger & Associates is licensed and qualified to provide most any type of survey, including: As-Built, Boundary, Condominium, Construction Layout, Control, Hydrographic, Mean High Water Line, Quantity, Right of Way, Topographic and Special Purpose surveys.

We currently have 25 employees who comprise our team of four Professional Land Surveyors, five Field Crews, a complete CADD department, an independent Research Department, and Administrative support.

Senior Staff:
Joseph E Zapert, PLS
President
Steven T Kruger, PLS
Vice President
Clyde Van Kleeck, Jr, PSM
Senior Project Manager
Michael S Murphy, PSM
Senior Project Manager

Office Location
Sliger & Associates, Inc.
3921 Nova Road
Port Orange, Florida 32127

Reach us at:
386.761.5385
Toll free: 1-877-7-SLIGER
386.760.0619 fax Website: www.sligerassociates.com






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Environmental Resource Permitting

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Shoreline Habitat Enhancement

Water Quality Management

Construction Inspection & Management

DMC

Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129






CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
TAYLOR ENGINEERING, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Taylor Engineering, Inc., (Firm); and

WHEREAS, the parties desire to enter into the final fifth (5) optional one-year (1) renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TAYLOR ENGINEERING, INC., AGREE AS FOLLOWS:

1. The City and Taylor Engineering, Inc., agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fifth (5) and final optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

TAYLOR ENGINEERING, INC.

By:  Digitally signed by Jonathan Armbruster
Date: 2025.05.01 16:14:44 -04'00'

Name: Jonathan Armbruster

Title: Senior Vice President

Date: 5/1/2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date: _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Jonathan T. Armbruster. I am over the age of Twenty-one years old. I am the Senior Vice President of Waterfront Engineering (Title) of Taylor Engineering, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: May 1, 2025

Signed: _____

Print Name: Jonathan T. Armbruster

Title: Senior Vice President of Waterfront Engineering

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 1st day of May, 2025 by Jonathan T. Armbruster as Senior Vice President of Waterfront Engineering on behalf of Taylor Engineering, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

CARLA M. CANNON
MY COMMISSION # HH 616105
EXPIRES: December 21, 2028

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

Carla M. Cannon
HH 616105
December 21, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/8/2024

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** ACEC Certificates **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** ACECcertificates@greyling.com
INSURED TAYLENG2 Taylor Engineering Inc. 10199 Southside Blvd., Ste 310 Jacksonville FL 32256	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Accident and Indemnity Company / 22357 **INSURER B :** Hartford Underwriters Insurance Company / 30104 **INSURER C :** Hartford Fire Insurance Company / 19682 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1103643044 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			20SBWNA6176	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			20UEGLP0627	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			20SBWNA6176	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WBGBN0954	11/1/2024	11/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: Professional Engineering Services City of New Smyrna Beach is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach;
210 Sams Avenue
New Smyrna Beach FL 32169-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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Client#: 1051175 TAYLOENG2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Taylor Engineering, Inc 10199 Southside Blvd. Suite 310 Jacksonville, FL 32256	INSURER B : Certain Underwriters at Lloyds	1122
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5029345	06/01/2024	06/01/2025	$5,000,000 per claim $5,000,000 annl aggr.	
B	Cyber Liab			ESM0639956795	06/01/2024	06/01/2025	$1,000,000 each claim	

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

Professional Liability coverage is written on a claims-made basis.

RE: Professional Engineering Services

CERTIFICATE HOLDER	CANCELLATION
City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, FL 32069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
TAYLOR ENGINEERING, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Taylor Engineering, Inc., (Firm); and

WHEREAS, the parties desire to enter into the fourth (4) of five (5) optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TAYLOR ENGINEERING, INC., AGREE AS FOLLOWS:

1. The City and Taylor Engineering, Inc., agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

TAYLOR ENGINEERING, INC.

By: _____ Digitally signed by Jonathan Armbruster Date: 2024.06.06 11:47:53 -04'00'
Name Title
Jonathan T. Armbruster, Senior Vice President

Date: 6/6/2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/1/2024

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
TAYLOR ENGINEERING, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Taylor Engineering, Inc., (Firm); and

WHEREAS, the parties desire to enter into the third of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TAYLOR ENGINEERING, INC., AGREE AS FOLLOWS:

1. The City and Taylor Engineering, Inc., agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the third of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/29/2023

Attest: _____
Kelly McQuillen, City Clerk

TAYLOR ENGINEERING, INC.

By: _____
Jonathan T. Armbruster, Senior Vice President

Date: 5/23/2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
TAYLOR ENGINEERING, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Taylor Engineering, Inc., (Firm); and

WHEREAS, the parties desire to enter into the second of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TAYLOR ENGINEERING, INC, AGREE AS FOLLOWS:

1. The City and Taylor Engineering, Inc., agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

TAYLOR ENGINEERING, INC

By: _____ Digitally signed by Jonathan Armbruster Date: 2022.05.09 15:02:32 -04'00'
Name and Title

Date: 5/9/2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/28/2022

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS
TAYLOR ENGINEERING, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS, via RFQ 04-16-ENG; and

WHEREAS, the City accepted the qualifications of Taylor Engineering, Inc. (Firm); and

WHEREAS, the parties desire to enter into the first of five optional one year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TAYLOR ENGINEERING, INC. AGREE AS FOLLOWS:

1. The City and Taylor Engineering, Inc. agree to all the terms and conditions as stated and contained in RFQ 04-16-ENG, including any/all Attachments, Addenda, and firm's Request for Proposals Response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) optional one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from June 29, 2021 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: 2/8/2022

Attest: _____
Kelly McQuillen, City Clerk

TAYLOR ENGINEERING, INC

By: _____
Name and Title
Jonathan T. Armbruster, SR. Vice President

Date: January 23, 2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 2/9/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATIONS;
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 29th day of June, 2016, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and TAYLOR ENGINEERING, INC, a Florida corporation, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 04-16-ENG, Continuing Professional Engineering Services for Marine Applications Only. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services for Marine Applications including improvements to the City's Coastal and Marine infrastructure and facilities as follows: City marina, waterfront parks and waterways facilities structures such as seawalls, ramps, docks, boardwalks, piers, sidewalks, trails, parking, restrooms, shade structures, dredging, coastal systems planning, design, permitting, environmental floral and faunal assessment, construction engineering and inspection services, grant writing and management; and other City shoreline armoring, stabilization and protection and;

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for marine, coastal, shoreline protection, site civil, environmental and drainage engineering and/or other such services which may be directly related to the services authorized by the CITY, and as may be further

described herein, and/or in amendments hereto or supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Marine/Dredging/ Civil/Environmental/Waterways Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information

contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

(d) The services of the CONSULTANT to be furnished herein expressly do not include the preparation of property, boundary, topographic, right of way, or other forms of survey. Such survey services may be provided as supplementary and special services pursuant to supplementary provisions of this AGREEMENT for which the CONSULTANT shall be compensated in accordance with the provisions hereof relating to "additional services."

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of

applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this

agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Brevard and Volusia counties, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the

CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit

bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of

proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT,

among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT.

25. LIMITATION OF LIABILITY

25.1 PURSUANT TO SECTION 558.0035, *FLORIDA STATUTES*, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

26. TIME IS OF THE ESSENCE

26.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

27. THIRD PARTY RIGHTS

27.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this

AGREEMENT.

28. PUBLIC RECORDS AND OPEN MEETING LAWS

28.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

28.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

29. SOVEREIGN IMMUNITY

29.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

_____ By: _____

(Johnny R. Bledsoe, CMC City Clerk) (James W. Hathaway, Mayor)

ATTEST:

_____ _____

(Taylor Engineering, Inc)

Carla M. Cannon, Corp Secretary JONATHAN ARMBRUSTER, VICE PRESIDENT

(Authorized Officer)

(SEAL, if by a Corporation)

TAYLOR ENGINEERING, INC. CORPORATE SEAL 1987 FLORIDA

APPROVED AS TO CORRECTNESS AND FORM:

BY: _____
City Attorney

END OF PROFESSIONAL ENGINEERING SERVICES CONTRACT

FEE SCHEDULE
For

City of New Smyrna Beach

Continuing Professional Engineering Services for Marine Applications

TAYLOR shall invoice its services based on the following rate schedule.

Taylor Engineering, Inc. 2016 Hourly Rates

Labor Category Title	Hourly Rate
President	$300
Principal	197
Senior Advisor	199
Director	175
Senior Professional	159
Project Professional	114
Staff Professional	85
Editor	112
Sr. Technical Support	137
Technical Support	100
Administrative	53

Note 1: Taylor Engineering's other direct costs (travel, per diem, supplies, etc.) are billed at cost.

Note 2: Subconsultant fees will be billed at cost plus 10%.

Note 3: The rates are subject to escalation annually in September.

Proposal in Response to RFQ 04-16-ENG Continuing Professional Engineering Services for Marine Applications Only

Due by: March 29, 2016 at 3:00 pm









TAYLOR ENGINEERING, INC.

867

March 29, 2016

Carole Wimmer, CPPB
Purchasing Coordinator
City of New Smyrna Beach
Finance Department
2nd Floor
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: RFQ 04-16-ENG – Continuing Professional Engineering Services for Marine Applications

Dear Ms. Wimmer:

Taylor Engineering, Inc. welcomes this opportunity to submit our qualifications to provide all marine services identified on page 10 of the above-referenced RFQ. With this submittal, we intend to demonstrate our experience in delivering leading-edge engineering and environmental solutions in the water environment. We also intend to communicate our commitment to address the City of New Smyrna Beach's long-term marine and environmental needs – those that extend beyond that of a single contract. We proudly offer multiple representative projects at Tab 2 that reflect long-term client relationships for similar services.

We intend for this submittal to underscore a salient point — namely, that *no other company headquartered in Florida can match Taylor Engineering's depth and breadth of corporate experience in this field of practice.*

Granted, other companies will make claims similar to ours. They will emphasize their extensive experience, personnel with specialized expertise, and familiarity with permitting requirements. However, we contend that few companies, if any, can match Taylor Engineering's combination of assets: our superb working relationship with local, regional, state, and federal agency personnel; our proven ability to design constructible and cost-effective marine and waterfront projects; and our strength in construction engineering and administration of those projects. Our marine and coastal engineers, dredging engineers, and environmental scientists work only on projects in the water or near the water's edge. This true specialization demands we succeed on every project to survive as a company, and that success leads to our client's success.

Taylor Engineering's six core values — integrity, service, excellence, responsibility, commitment, and teamwork — guide our everyday activities and relationships and support our vision of "delivering leading-edge solutions to challenges in the water environment." Our commitment to these values results in clients' high regard for Taylor Engineering. When asked what sets Taylor Engineering apart from other firms, clients' top four responses in an independent survey were integrity, technical expertise, personal relationships, and responsiveness. Ninety percent of Taylor Engineering's annual revenues derive from repeat business. No higher compliment exists in our field.

Taylor Engineering is an employee-owned company. Therefore, every employee has a stake in maintaining our reputation and ensuring that the quality of our work meets and exceeds the standards of practice. Employee ownership also means that accountability rests in our Jacksonville, Destin, Sarasota, and West Palm Beach offices. In addition, I am proud to say that for every dollar of revenue earned, Taylor

Engineering pays all of its corporate taxes to the United States and to Florida. Those same tax dollars go back into local government-sponsored projects. We have sought no convenient shelter elsewhere in the world. No decision made in London, Toronto, Pasadena, Dublin, New York, or Baton Rouge determines our level of commitment to our client. Our ability to remain both flexible and responsive is without equal. We are proud to serve Florida and the nation and to remain accountable right here at home.

Jonathan Armbruster, P.E. will serve as the project manager for this contract. If you have any questions about this submittal, please contact me or Mr. Armbruster at (904) 731-7040 or at *jmarino@taylorengineering.com* or *jarmbruster@taylorengineering.com*. I appreciate this opportunity to present our qualifications and look forward to providing quality services to New Smyrna Beach.

Sincerely,

James N. Marino, P.E., D.CE
President

TABLE OF CONTENTS

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- Evidence of Financial Stability
- Addendum Acknowledgements

Tab 1. Qualifications

Corporate Overview

Since 1983, Taylor Engineering has provided leading-edge solutions for water-related engineering, environmental, and planning challenges. With over 50 employees, Taylor Engineering is the largest Florida-based marine, coastal, and water resources engineering firm. Team members include 24 licensed professional engineers (11 coastal, 6 marine, 5 water resources, and 2 civil engineers). Twenty-seven members of our professional staff hold advanced degrees in engineering or sciences. These team members' skills and experience include marine engineering; coastal engineering; coastal restoration design; environmental sciences; hydraulic, morphological, and hydrodynamic modeling; coastal, riverine, and estuarine processes; hydrology and hydraulics; structural engineering; civil engineering; and construction administration, observation, and certification.

Office Locations

Taylor Engineering's headquarters are in Jacksonville, Florida; the firm maintains full-service branch offices in Destin, Sarasota, and West Palm Beach, Florida and field offices in Austin, Texas; Savannah, Georgia; and the U.S. Capital region. *We will perform the majority of work for this contract out of the Jacksonville, Florida office.*

Expertise

Our company focuses its attention on water-related engineering, planning, and environmental challenges with particular emphasis on coastal regions. The company takes on projects—from marine structures, coastal and environmental restoration, coastal processes analysis, and beach nourishment, to wave and storm-surge modeling, flood control, and flood insurance studies— that cover the spectrum of water-related issues. Each service shares a common characteristic: it supports projects occurring in the water or near the water's edge.

Key Services

Key services within our core areas of expertise include:

- Marine Structures
- Waterfront Recreation Facilities
- Dredging and Dredged Material Management
- Shore Protection and Erosion Control
- Coastal Processes Analysis
- Coastal Hydraulics, Wave, and Beach Modeling
- Beach Nourishment
- Hydrology and Hydraulics Analysis and Modeling
- Flood Control and Floodplain Management
- Water Resources Management
- Environmental Assessment, Planning, Permitting, and Restoration
- Mitigation Design
- Policy, Planning and Programming
- Construction Phase Services
- Geographic Information Systems

Throughout Taylor Engineering's 30+ years' history, we have developed a well-established portfolio of successful marine projects. Taylor applies a "long-haul" approach to projects—one that focuses on application of the problem-solution cycle of engineering and program development. Taylor Engineering bases this effort on its commitment to providing a life-cycle approach to the art and science of delivering leading-edge solutions in the water environment. This philosophical approach has served Taylor Engineering well for over 30 years.



Taylor Engineering's Life-Cycle Approach to Providing Leading-Edge Solutions

Taylor Engineering's principal client base has always been municipalities and other government clients. This history of service to governments at all levels throughout Florida has fostered our understanding of the demands placed on government officials — limited budgets, multiple stakeholders, and a mandate to serve the community effectively and efficiently. We always work to provide the highest level of client service, to exceed the client's expectation, and to deliver high quality projects to meet community needs.

We contend that few companies, if any, can match Taylor Engineering's combination of assets: our superb working relationship with local, federal, and state agency personnel; our proven success with marine planning, management, and engineering projects; and our dedicated, local Florida-based staff. We intend for this package to underscore a salient point — namely, that *no other company headquartered in Florida can match Taylor Engineering's depth and breadth of corporate experience in this field of practice.*

Project Manager

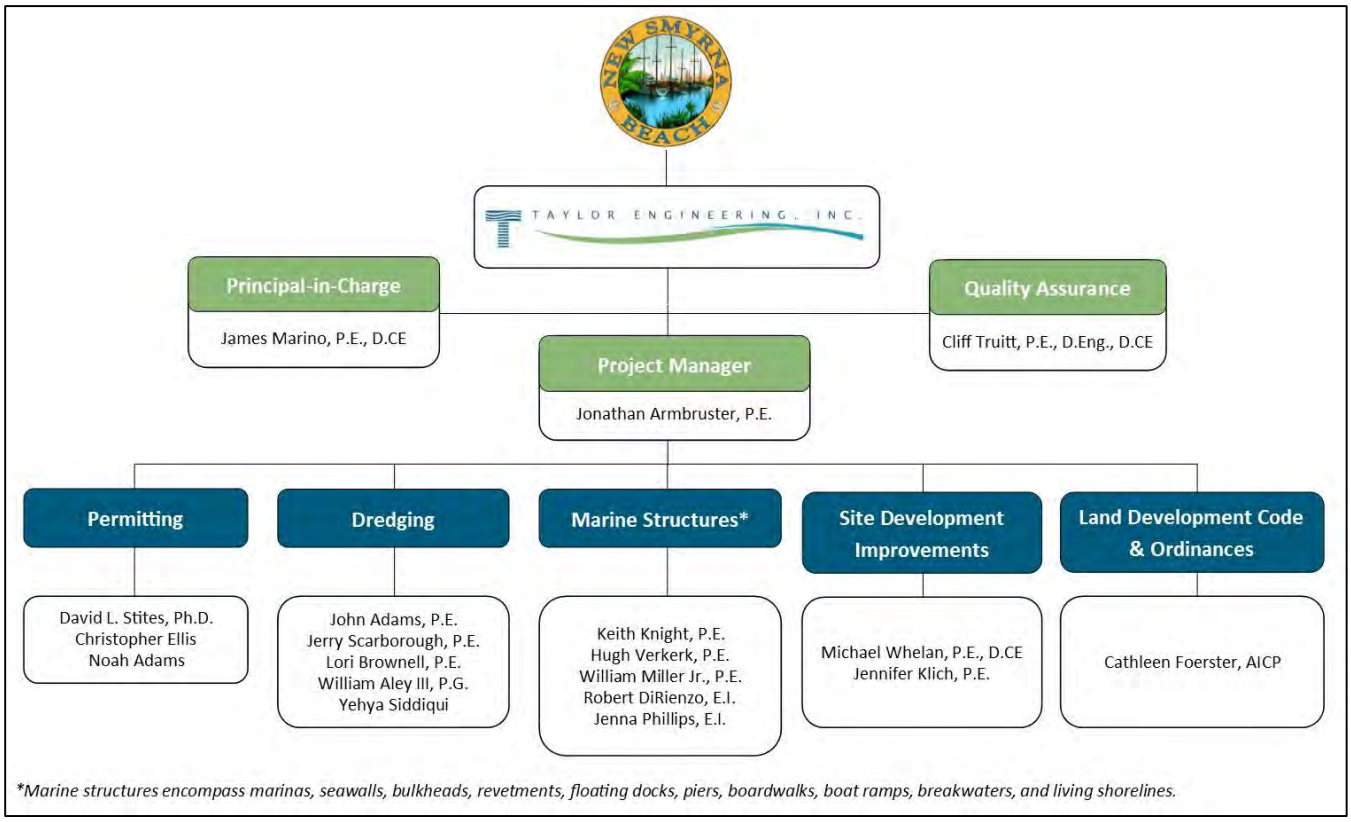
No other engineering firm can show the same level of experience on marine projects or match the understanding of local areas possessed by Taylor Engineering's project manager, **Jonathan Armbruster, P.E.** Mr. Armbruster has 17 years' experience and leads Taylor Engineering's waterfront engineering group. In this role, he oversees efforts across a spectrum of activities from feasibility analysis through final design and construction phase services for a range of projects including marine and waterfront facilities, marine structures, dredging, dredged material management facilities, hydraulic control structures, pile foundation structures, erosion control measures, and shore protection installations. Mr. Armbruster is the U.S. principal representative on the PIANC Recreational Navigation Commission and serves on the ASCE Coasts, Oceans, Ports, & Rivers Institute (COPRI) Ports and Harbor Committee.

Since 1999, Mr. Armbruster has provided services on more than 400 projects. His project management experience on projects of direct relevance to New Smyrna Beach's requested work categories (dredging and marine design and permitting; site development; seawall design and construction administration; and boat ramp, floating dock, and similar projects) includes:

- Bahia Urbana Waterfront Redevelopment – Marine Design, Permitting, and Construction Administration (San Juan, Puerto Rico)
- Dubois Park Waterfront Redevelopment - Design, Permitting, and Construction Administration (Palm Beach County, FL)
- Lighthouse Park Dock and Boat Ramp - Design, Permitting, and Construction Administration (St. Augustine, FL)
- Fort Caroline National Park Floating Dock Evaluation (Jacksonville, FL)
- Wooten Park Boat Ramp (Tavares, FL)
- Charles E. Cessna Landing Boat Ramp Replacement (Walton County, FL)
- Coastal Vilano Marina – Preliminary Design (St. Augustine, FL)
- Miramar Beach Parking Structure and Beach Access – Design, Permitting, and Construction Administration (Walton County, FL)
- Dee Dot Causeway Bulkhead and Revetment (St. Johns County, FL)
- FPL St. Lucie Plant Seawall – Design, Permitting, and Construction Administration (St. Lucie County, FL)
- Florida School for the Deaf and Blind Bulkhead and Seawall – Design, Permitting, and Construction Administration (St. Augustine, FL)
- Manalapan Seawall Code Review (Town of Manalapan, FL)
- Eagle LNG Marine Terminal – Design and Permitting (Jacksonville, FL)
- Peeples Industries Bulk Terminal – Preliminary Design (Jacksonville, FL)
- Eau Gallie River and Elbow Creek Restoration Dredging (Melbourne, FL)
- Sykes Creek Dredged Material Management Area (Brevard County, FL)
- Salt Run and San Sebastian Rivers Dredging (St. Augustine, FL)
- BV-4B Dredged Material Management Area – Design and Permitting (Brevard County, FL)
- SJ-20 Dredged Material Management Area – Design and Permitting (St. Johns County, FL)

Project Team

Please see below an organizational chart of the project team. Resumes and licenses for assigned team members appear at the end of this tab.



Commitment/Ability to Consistently use the Same Personnel throughout the Contract

Taylor Engineering will endeavor to use the personnel identified above consistently throughout the contract with New Smyrna Beach.

Florida Small and Minority Business Assistance Act

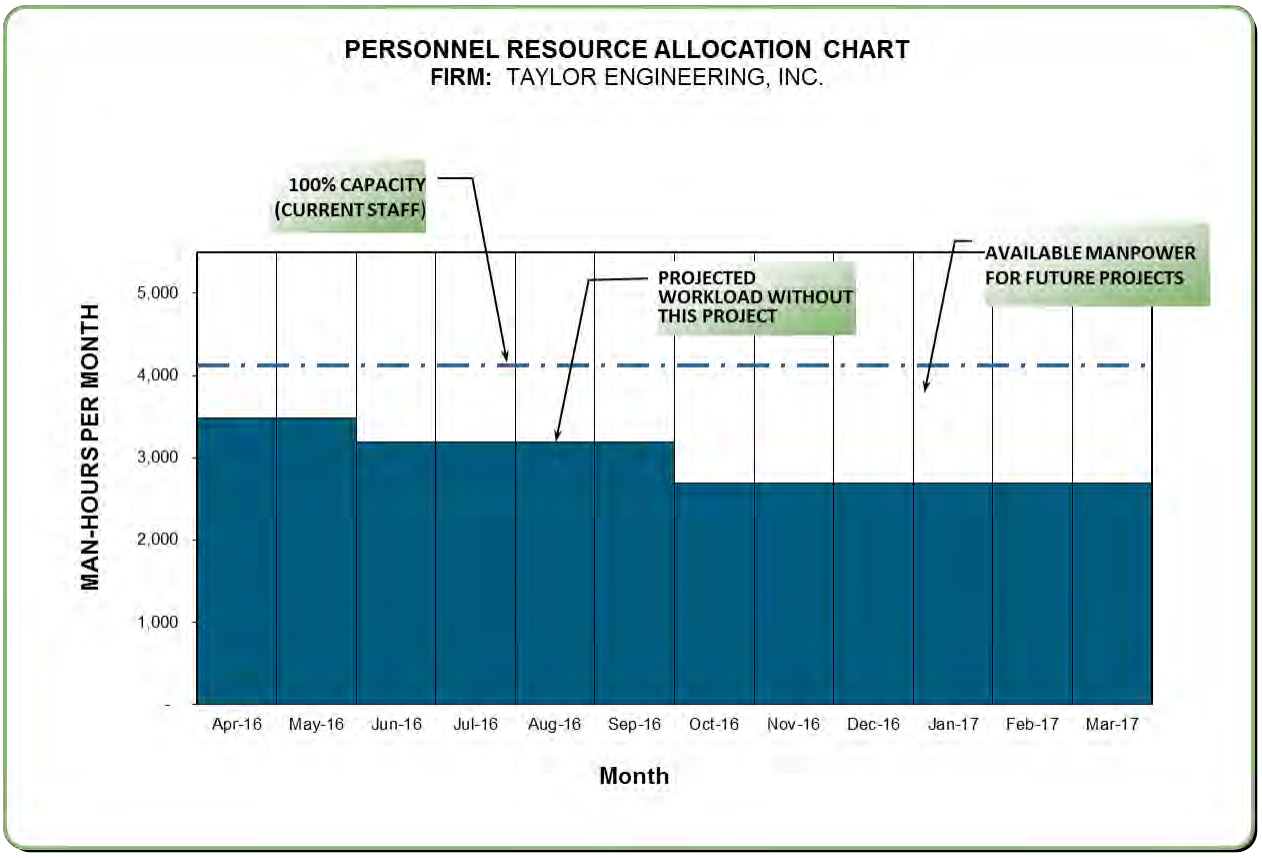
Taylor Engineering is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Workload/Performance Capability to Meet Budget and Time Requirements and Ability to Perform Work as and when Requested by the City

We are keenly aware of the practical, logistical, and financial considerations that affect the City's operations and initiatives. Taylor Engineering's philosophy towards engineering analysis, design, and construction phase services is to identify cost-effective engineering solutions in response to specific design, operational, and management questions. With the largest number of qualified marine, dredging, coastal, water resources, and environmental engineers and scientists on staff in Florida, Taylor Engineering commits to providing marine engineering and design services to New Smyrna Beach efficiently, promptly, and without interference. With this submittal, Taylor Engineering commits to meet the City's time and budget requirements on any project resulting from this submittal, and to produce high-quality products.

Projected Personnel Availability

As shown in the figure below, Taylor Engineering's available work capacity substantially exceeds its present and anticipated workload. The gap between current capacity and projected workload illustrates Taylor Engineering's available manpower to devote to New Smyrna Beach. Taylor Engineering commits to providing the City with the human resources necessary for this contract.



Evidence of Insurance

Taylor Engineering's certificates of insurance are below.

ACORD® **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 10/30/2015

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

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

PRODUCER	CONTACT NAME:
Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL ADDRESS: acecclient_request@marsh.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Hartford Accident & Indemnity Co 22357
	INSURER B : Hartford Fire Insurance Company 19682
	INSURER C : Hartford Underwriters Insurance Co 30104
	INSURER D :
	INSURER E :
	INSURER F :
INSURED Taylor Engineering Inc. P.O. Box 550510 Jacksonville, FL 32255-0510	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			84SBWNA6176	11/01/2015	11/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY			Prof. Liab. Excl.			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X XCU						PERSONAL & ADV INJURY	$1,000,000
	X Severability of Int.						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY			84UEGLP0627	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			84SBWNA6176	11/01/2015	11/01/2016	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			84WBGBN0954	11/01/2015	11/01/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brenda Vinson

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Client#: 1051175 TAYLOENG2

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/01/2015

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Taylor Engineering, Inc 10151 Deerwood Park Blvd Bldg 300, Suite 300 Jacksonville, FL 32256	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9724318	06/01/2015	06/01/2016	$2,000,000 per claim $2,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER	CANCELLATION
FOR PROPOSAL PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Licenses and Resumes

Taylor Engineering's state registration and professional engineering licenses for team personnel are below; resumes are located at the end of this tab.

State of Florida
Department of State

I certify from the records of this office that TAYLOR ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 1987.

The document number of this corporation is J90839.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 4, 2016, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2016

Ken Detzner

Secretary of State

Tracking Number: CC1886591168

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

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

State of Florida

Board of Professional Engineers

Attests that

Taylor Engineering, Inc.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

Audit No: 228201700758

CA Lic. No: 4815

State of Florida

Board of Professional Engineers

Attests that

James Nicholas Marino , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201706624**

P.E. Lic. No: 37666

State of Florida

Board of Professional Engineers

Attests that

Clifford Lee Truitt , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201720561**

P.E. Lic. No: 21194

State of Florida

Board of Professional Engineers

Attests that

Jonathan Thomas Armbruster , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201722218**

P.E. Lic. No:
57959

State of Florida

Board of Professional Engineers

Attests that

Keith A. Knight , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201727483**

P.E. Lic. No:
58084

State of Florida

Board of Professional Engineers

Attests that

Hubert Cornelis Verkerk , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**
Audit No: **228201707713**

P.E. Lic. No:
38031

State of Florida

Board of Professional Engineers

Attests that

William Miller Jr., P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201705431**

P.E. Lic. No: **69813**

State of Florida

Board of Professional Engineers

Attests that

Michael P. Whelan , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201727024**

P.E. Lic. No: **55496**

State of Florida

Board of Professional Engineers

Attests that

Jennifer Carol Klich , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201714264**

P.E. Lic. No: **76185**

State of Florida

Board of Professional Engineers

Attests that

John F. Adams Jr., P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201712411**

P.E. Lic. No: **20298**

State of Florida

Board of Professional Engineers

Attests that

Lori Sue Brownell , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: **2/28/2017**

Audit No: **228201708292**

P.E. Lic. No: **60025**

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
PG2904

The PROFESSIONAL GEOLOGIST
Named below IS LICENSED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

ALEY, WILLIAM CULLEN
835 8TH AVENUE NORTH
JACKSONVILLE BEACH FL 32250

ISSUED: 01/28/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1601280000843



Florida Department of Business & Professional Regulation

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Licensee Details

Licensee Information

Name:	**SCARBOROUGH, JERRY WAYNE (Primary Name)**
Main Address:	**5455 HICKORY GROVE DR JACKSONVILLE Florida 322771321**
County:	**DUVAL**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**43408**
Status:	**Current,Active**
Licensure Date:	**09/05/1990**
Expires:	**02/28/2017**

James N. Marino, P.E., D.CE

Principal-in-Charge

Education

M.E. / Coastal and Oceanographic Engineering
University of Florida

B.S. / General Engineering
U.S. Military Academy at West Point

Graduate Certificate /
U.S. Army Command & General Staff College

Registration

Professional Engineer — FL, VA, LA, TN, and NC

Diplomate of Coastal Engineering — U.S.

Total Years Experience/ Years with Firm

38 / 5

Background / Responsibilities

Mr. Marino has more than 38 years of experience, including 20 years as an officer in the U.S. Army Corps of Engineers (USACE). He has served in an executive management role for a broad range of engineering projects, providing comprehensive staff and project management, development, and oversight for public works, coastal, port and harbor, transportation, and environmental projects.

Mr. Marino managed a multi-million dollar research and development program while stationed at the U.S. Army Engineer Research and Development Center Coastal Engineering Research Center. He served as Director of Public Works, U.S. Army, Japan and as Director of Public Works and Deputy County Manager for Seminole County, Florida. He also served as vice president of an 8,000-member multidisciplinary international consulting firm specializing in maritime planning, engineering, and management; vice president of a 500-member international consulting firm specializing in coastal engineering, transportation design, port and harbor planning and engineering, and urban waterfront design; chief operating officer of a multi-disciplined consulting firm specializing in planning, engineering, management, and environmental compliance in the coastal zone; and associate vice president responsible for the strategic planning, development and integration of federal services projects within the southeast division of a 3,000-member architectural, engineering, and planning firm.

Mr. Marino is a USACE de Fleury Medal recipient. He currently serves as a U.S. Commissioner to the World Association for Waterborne Transport Infrastructure (PIANC), a member of the Board of Directors for ASCE Coasts, Oceans, Ports, & Rivers Institute (COPRI), is a Director of the American Shores & Beach Preservation Association (ASBPA), and is a Director of the Atlantic Intracoastal Waterway Association (AIWA). He serves on the Board of Directors of the University of North Florida's (UNF) Taylor Engineering Research Institute and the UNF Dean's Leadership Council.

Project Experience

- Dauphin Island East End Beach and Barrier Island Restoration, Alabama (Ongoing) – Principal-in-charge for construction phase services for repurposing existing rock groins and placement of approximately 270,000 cubic yards of fill from an offshore borrow area on 0.93 miles of eroded beach.

- Eagle LNG Design, Jacksonville, Florida (2014 – Ongoing) – Principal-in-charge on the design of a new liquefied natural gas (LNG) marine terminal located on the north bank of the St. Johns River. Tasks include analyses of ship berthing loads, environmental (wind and current) loads, ship mooring loads, and structural loads. The conceptual design will include marine structures, fender design/layout, bollard sizing/layout, and dredging engineering.

- Dredging of Waterways, Brevard County Natural Resources Department, Brevard County, Florida (2014 – Ongoing) — Serves as principal-in-charge in the development and implementation of a multi-phase project to dredge roughly 400,000 cubic yards of muck sediments from Brevard County waterways. Taylor Engineering is providing dredged material management area design,

environmental permitting, and technical team coordination for dredging, dewatering, and disposing of sediments from tributaries located within Brevard County.

- Dredged Material Management Plans for the Intracoastal (ICWW) and Okeechobee Waterways (OWW), Florida (2011 – Ongoing) — Principal-in-charge in the development and implementation of 50-year management plans for maintenance of the 406 miles of federal navigation channels that comprise the ICWW in Florida, as well as the 98 miles of the OWW within Martin and Palm Beach counties. Under contract to the Florida Inland Navigation District (FIND), Taylor Engineering staff members have completed the plans' development and implementation phases (Phases I and II) for the ICWW in all 12 coastal counties that comprise FIND as well as 15 miles of the OWW east of the St. Lucie Lock.

- Professional Services for the St. Augustine Port, Waterway, and Beach District (District) (2011 – Ongoing) — Principal-in-charge for engineering and environmental support to the District for dredging, navigation, and waterways access projects. The contract with this client has been active for 23 years.

- Jupiter Inlet District (JID) General Engineering Services, Palm Beach County, Florida (2011 – Ongoing) — As principal-in-charge, oversees a wide variety of activities including monthly inspection of the north and south jetties (including all associated infrastructure), maintenance of the jetties and all aids-to-navigation under JID control, coordination of annual sand trap dredging activities, and performance of annual Loxahatchee River seagrass surveys.

- Florida Department of Transportation District 2 Unknown Foundations Evaluation, Florida (2010 – Ongoing) — Principal-in-charge for evaluation of tidal bridges with unknown foundation embedment depths. Overseeing development of hydraulic models and bridge scour calculations for over 40 Phase 1 and 2 scour studies.

- FPL St. Lucie Nuclear Power Plant (Plant), Discharge Canal Headwall Stabilization Project, St. Lucie County, Florida (2015) — Principal-in-charge for marine structures engineering design and environmental permitting to protect the Plant's discharge canal and headwall from severe coastal erosion. The project includes all phases of work from feasibility through final design of an ocean seawall and an offshore breakwater. Together, the two structures will protect the plant’s vital ocean-side infrastructure.

- Avenida Menendez Seawall, St. Augustine, Florida (2014) — Served as principal-in-charge, overseeing construction of a new seawall, designed to protect the existing 1860s historical landmark seawall. Project included historic preservation of a historically significant seawall and scour protection, installation of a new 1,800-foot seawall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine, Florida.

- Peeples Industries Bulk Terminal, Jacksonville, Duval County, Florida (2013) — Principal-in-charge on a project to provide Peeples Industries with engineering support for preliminary design of new bulk shipping marine terminal structures. The proposed terminal will occupy the site known as “Nichols Creek,” located on the west bank of the St. Johns River (Federal Channel Cut G) immediately west of Blount Island. Project work included site data collection, design concept and team coordination meetings, preliminary engineering design for marine structures, preliminary engineering for dredging, opinion of probable construction costs, and coordination with the client’s environmental permitting consultant.

- San Juan Waterfront Redevelopment, Puerto Rico (2013) — Principal-in-charge for marine and waterfront engineering consulting and design services that revitalized, retrofitted, and replaced aging and failing deep-water port infrastructure to support new mixed-use development including waterfront park facilities; cruise passenger tourist attractions; and commercial, residential, and civic developments. Marine structure services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, water taxi/seaplane berth, and other waterfront facilities.

- JAXPORT Jacksonville Harbor Deepening Draft Environmental Impact Statement (DEIS) and Air Quality Evaluation, Duval County, Florida (2013) — Principal-in-charge on preparation of technical components of the Jacksonville Harbor DEIS and the accompanying air quality evaluation. The DEIS evaluated the effects of deepening the first 14 miles of the St. Johns River channel from 40 feet to alternative depths up to 50 feet. Coordinated with U.S. Army Corps of Engineers Jacksonville District to ensure the DEIS addressed and met federal NEPA requirements. Taylor Engineering prepared the DEIS under an accelerated schedule dictated by the project's inclusion in the President Obama's "We Can't Wait" initiative.

Clifford Truitt, P.E., D.Eng., D.CE

Quality Assurance

Education

Doctor of Eng. / Engineering
Texas A&M University

M.E. / Ocean Engineering
Texas A&M University

B.S. / Physical Oceanography
Florida Institute of Technology

Registration

Professional Engineer — FL, AL, and LA

Diplomate of Coastal Engineering — U.S.

Total Years Experience/ Years with Firm

41 / 1

Background / Responsibilities

Dr. Truitt focuses on all aspects of coastal engineering and dredging projects including planning, design, environmental, permitting, and construction.

Dr. Truitt's background includes over 40 years of experience in coastal processes, coastal structure design, and dredging. During his tenure as a bureau chief in the Division of Beaches and Shores at the Florida Department of Environmental Protection, he was responsible for the review, evaluation, and impact assessment of every coastal structure proposed for construction in Florida at that time.

Dr. Truitt also served as the principal investigator and research hydraulic engineer at the U.S. Army Corps of Engineers' (USACE's) Engineer Research and Development Center, Coastal Engineering Research Center. He coordinated the work of 12 engineers and scientists in the Coastal Structures and Evaluation Branch and was personally involved in the design and monitoring of coastal erosion projects including conventional breakwaters, revetments and jetties, and a number of innovative technologies. He also assisted USACE district offices by designing and tailoring dredging operation specifications to meet specific regulatory and environmental needs.

Project Experience

- Ted Sperling Park Boardwalk Replacements, Sarasota County, Florida (2015 – Ongoing) – Providing QA/QC on the replacement of three aging timber boardwalks within Ted Sperling Park located on the south end of Lido Key.

- U.S. Army Corps of Engineers (USACE) Louisville District, Value Engineering of the Olmsted Dam River Dikes Project, Louisville, Kentucky (2015) – Technical expert on dredging/underwater construction, participated in a value engineering study of USACE's plan to install 14 dikes on the Ohio River to control river velocities and minimize long-term channel dredging.

- Dauphin Island East End Beach and Barrier Island Restoration, Alabama (Ongoing) – As senior engineer, providing construction phase services for repurposing existing rock groins and placement of approximately 270,000 cubic yards of fill from an offshore borrow area on 0.93 miles of eroded beach.

- USACE Engineer Research and Development Center, Disposal Operations Technical Support (DOTS), Improvement of Operations and Maintenance Techniques (IOMT), and Environmental Effects of Dredging (EED) – Dr. Truitt was a team member on several dredging-related projects in freshwater environments including:
    - USACE Chicago District – Assisted in the examination of potential resuspension during maintenance work in the Calumet and Chicago rivers. This included field monitoring of dredging operations.
    - USACE Chicago District – Study team member who evaluated potential use of contaminated sediment disposal from Indiana Harbor.
    - USACE Rock Island District – Evaluated confined disposal facility/dredged material management area (DMMA) options including site dewatering and dike raising.

- USACE New England District – PCB remediation in the Acushnet River in Massachusetts
- USACE Seattle District – Disposal options for Everett Harbor and Duwamish Waterway in Washington
- USACE Baltimore District – DMMA operations at Hart-Miller and Poplar Island

- Lido Key Technical Review, City of Sarasota, Florida (2014) – Completed a comprehensive independent technical review of a USACE design and modeling program proposing the use of Big Sarasota Pass shoals as a sand source for the Lido Key Federal Shore Protection Project; review assessed sediment budgets, morphology, and potential impacts to the shoal and adjacent shorelines.

- Venice Beach Outfalls, City of Venice, Florida (2014) – Engineer-of-record for innovative design modifications to two existing beach stormwater discharge pipes. Project installed pumps and treatment swales to divert low-flow volumes from older piping system that was suspected of contributing to water quality issues; also assisted with permits and grant follow-up.

- Bird Key Park Shoreline Stabilization, City of Sarasota (City), Florida (2012) – Engineer-of-record for the City's Bird Key shoreline restoration project involving the design and construction of an articulated concrete mat revetment, seawall, non-motorized boat launch ramps and an "ADA-friendly" floating kayak pier. All elements were part of a broader multi-use recreation trail system.

- Riverine Sand Mining, Scofield Island, Louisiana (2013) – Served as QA officer and conducted internal peer review of consulting team's borrow area design, proposed transport routes/methods, and island/marsh design; developed settlement monitoring procedure adopted by client for several projects.

- Sarasota County Comprehensive Inlet Management Plan, Sarasota County, Florida (2011) – Project manager/team leader for development of a comprehensive integrated inlet management plan (IMP) for Big Sarasota Pass and New Pass. Goals were to: 1) determine the extent to which inlets cause erosion on adjacent beaches and provide for mitigation of the erosive impact, 2) develop a sand management strategy, and 3) provide for a safe and efficient navigation strategy. The work was conducted in two phases and included peer review of technical approach and products by three outside firms.

- Bonita Beach/Lovers Key Beach Restoration Maintenance, Lee County, Florida (2015) – Engineer-of-record for design and permitting beach fill maintenance project on two distinct, previously restored shoreline segments. Managed borrow area investigation, cultural resources work, modeling assessment, and preparation of final design documents. Subsequently as subconsultant to different firm, assisted with construction phase services and final certifications.

- Third Party Technical Review, Stump Pass Experimental Stabilization, Charlotte County, Florida (2007) – Under separate contract to FDEP, performed independent technical review of performance of experimental shoreline stabilization project. Assisted in developing project monitoring protocols, reviewed final 'test plan' and subsequent survey and wave data, developed sediment budget, and prepared recommended action plan for FDEP.

- Venice Mitigation Reef, City of Venice, Florida (2006) – Engineer-of-record for design and construction of 7+ acres of rock placed in modules as mitigation for potential long-term impacts to nearshore hardbottom.

- Navarre Beach Restoration Project, Santa Rosa County, Florida (2006) – Engineer-of-record and project manager for maintenance nourishment of four-mile long beach fill project. Managed borrow area investigation, assessment of multiple years of monitoring data, modeling design alternatives, USACE and FDEP permitting, and preparation of final design documents.

- Town of Longboat Key (Town) Professional Services (1992 – 2006) – For almost 15 years, Dr. Truitt served as an independent technical advisor to the Town. He assisted the commission, town staff, and design consultants on a wide range of projects and issues including development, implementation, and monitoring of the Town's beach erosion control project, the first Town-wide canal dredging project, and updates to elements of the comprehensive plan and land use code.

Jonathan T. Armbruster, P.E.

Project Manager

Education

M.S. / Environmental Hydrologic & Hydraulic Engineering
University of Illinois

B.E. / Civil Engineering
The Cooper Union

Registration

Professional Engineer — AL, FL, NY

Total Years Experience/ Years with Firm

17 / 14

Background / Responsibilities

As vice president of Taylor Engineering's waterfront engineering group, Mr. Armbruster oversees efforts across a spectrum of activities from feasibility analysis through final design and construction phase services for a range of projects including marine and waterfront facilities, marine structures, dredging projects, dredged material management facilities, hydraulic control structures, pile foundation structures, erosion control measures, and shore protection installations. Mr. Armbruster is the U.S. principal representative on the PIANC Recreational Navigation Commission and serves on the ASCE Coasts, Oceans, Ports, & Rivers Institute (COPRI) Ports and Harbor Committee.

Project Experience

- Bahia Urbana Waterfront Redevelopment, San Juan, Puerto Rico (2013) — Served as project manager for marine and waterfront engineering consulting and design services that revitalized, retrofitted, and replaced aging and failing deep-water port infrastructure to support new mixed-use development including waterfront park facilities; cruise passenger tourist attractions; and commercial, residential, and civic developments. Marine structure services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, water taxi/seaplane berth, and other waterfront facilities.

- Leesburg Seaplane Ramp and Waterfront Structures, Leesburg, Florida (2015 - Ongoing) – Principal-in-charge of the final design, construction drawings, and construction phase services for a seaplane ramp and ancillary waterfront structures to service the Leesburg International Airport. Ancillary waterfront structures include a floating dock, gangway structures, and mooring buoys.

- Wooten Park Seaplane/Boat Ramp Design, Tavares, Florida (2014) – Project manager for technical and engineering assistance on the design and permitting of an 18-foot wide seaplane/boat ramp and dockage on Lake Dora.

- Charles E. Cessna Landing Boat Ramp Engineering Design and Permitting, Walton County, Florida (2010) — Project manager for engineering design and permitting of concrete boat ramp structure to replace a dilapidated yet popular boat launch facility in south Walton County. Project included survey, geotechnical investigation, ramp structural design, cofferdam design, and environmental permitting.

- Dubois Park Redevelopment, Final Design and Environmental Permitting, Palm Beach County, Florida (2010) — Project manager for engineering design and permitting in the redevelopment of Dubois Park. Project included creation of approximately 24 visitor boat slips, development of a recreational snorkeling area, construction of improved and expanded shoreline stabilization bulkhead and riprap revetment, fixed docks to moor a life-rescue boat and a law enforcement vessel, as well as a floating dock to serve as a water taxi terminal. In 2012, the project was the recipient of the National Association of County Park and Recreation Officials (NACPRO) Park and Recreation Facility Class II Award.

- Waterfront Commons, City of West Palm Beach, Florida (2009) — Provided management oversight and technical QA/QC for design, permitting, and construction administration for floating dock installation in the Lake Worth Lagoon east of the city's downtown. The floating docks serve as key elements of the city's downtown waterfront redevelopment program.

- Ted Sperling Park Boardwalk Replacements, Sarasota County, Florida (2015 – Ongoing) – Principal-in-charge for the replacement of three aging timber boardwalks within Ted Sperling Park located on the south end of Lido Key. Evaluating the existing structures, developing a design for replacement of each structure, coordinating permitting, and conducting construction phase services.

- Lighthouse Park Floating Dock and Dredging Engineering, St. Johns County, Florida (2008) — Project manager for engineering design and permitting of a concrete floating dock system and dredging to renovate and improve boat ramp facilities and Lighthouse Park in St. Augustine.

- Preliminary Design for Expansion of the Fort Pierce City Marina, St. Lucie County, Florida (2004) — Project manager for the development of a preliminary design to significantly expand the Fort Pierce Municipal Marina. The expansion included the addition of approximately 75 floating dock slips, increased long-side dockage, and a fixed pier for hosting fishing tournaments. Design tasks included optimizing the proposed facility's geometric, structural, environmental, economic, and ergonomic features.

- Design and Permitting for D&E Piers at Fort Pierce City Marina, St. Lucie County, Florida (2004) — Project manager for the engineering, design, and permitting of marina renovations to maximize berthing space and restore structural integrity to D & E Piers. Services included structural design of timber and concrete replacement piers as well as environmental permitting, and development of plans, specifications, and contract documents. In addition, the design provided updated marina utilities including water, fire protection, electricity, cable TV, and phone.

- FPL St. Lucie Nuclear Power Plant, Discharge Canal Headwall Stabilization Project, St. Lucie County, Florida (2015) — Project manager for marine structures and coastal engineering design and environmental permitting to protect the St. Lucie Nuclear Power Plant's discharge canal and headwall from severe coastal erosion. The project includes all phases of work from feasibility through final design of an ocean seawall and a series of offshore breakwaters. Completed feasibility assessment, engineering design, permitting, and construction phase engineering for the seawall. Completed coastal engineering modeling and design for offshore breakwaters. Providing ongoing environmental and engineering support for offshore breakwaters permitting with plans to complete final engineering upon receipt of state and federal permits.

- Florida School for the Deaf and the Blind: Seawall and Shoreline Infrastructure Improvements, St. Augustine, Florida (2015) — Project manager, directed team to mitigate shoreline erosion, design and construct protective shoreline seawalls, and improve campus shoreline infrastructure including perimeter roadway, stormwater systems, and student waterfront access features. Project included planning and landscape architecture, marine structures engineering, stormwater design, roadway design, and construction phase services.

- Miramar Beach Parking Structure, Walton County, Florida (2009) — Project manager and engineer-of-record for design and permitting of a beachfront parking structure. The structure replaced traditional at-grade asphalt parking historically subject to severe damage by coastal storms. Project included construction of a single-level concrete parking structure supported by 175 prestressed concrete piles, installation of a sheet pile upland retaining bulkhead, and roadside utility relocations to develop storm resistant public access parking.

- St. Johns River Water Management District, Eau Gallie River and Elbow Creek Dredging Project, Brevard County, Florida (2013 – Ongoing) – Project manager for the final design, bid package preparation, and bid assistance for muck removal restoration dredging all upland-related features (dredged management material area, road and rail crossings, and other pipeline corridor features).

- Sykes Creek Dredging Engineering and Permitting Services, Brevard County, Florida (2014 – Ongoing) – Project manager providing design, permitting, construction drawings and specifications for the dredging of Sykes Creek to remove muck and provide environmental restoration. The project will deposit the dredged muck material within a refurbished dredged material management area

Keith A. Knight, P.E.

Senior Structural Engineer: Marine and Waterfront

Education
B.S. / Civil Engineering
University of Florida

Registration
Professional Engineer — FL, GA, SC, TX, and Puerto Rico

Total Years Experience/ Years with Firm
19 / 15

Background / Responsibilities

Mr. Knight has over 19 years of experience in the design and construction of marine facilities and waterfront structures. His design experience includes ship terminals and port structures, waterfront parks, marinas, jetties, shoreline protection systems, dredging and dredged material management facilities, pedestrian bridges, vehicular bridges, and drainage control structures. His construction inspection experience includes port structures, dry docks, marinas, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and seawall inspections, among others. Mr. Knight's structural experience includes designs with carbon steel, stainless steel, timber, wood composites, concrete, vinyl, fiberglass (FRP), and aluminum.

Project Experience

- Bahia Urbana Waterfront Redevelopment, San Juan, Puerto Rico (2013) — Design of approximately 1,000 linear feet of steel sheet pile bulkhead, a 300-foot long pedestrian bridge, mooring dolphins, seaplane docking, and other shoreline improvements. Design included seismic loading on the bulkhead due to liquefaction of poor soils and wave loading on the pedestrian bridge. Project items included a steel sheet pile bulkhead with concrete cap, sacrificial anodes, bollards, fenders, soil anchors, concrete filled pipe piles, prestressed double-tee members, and tropical hardwood decking. Work includes load rating and repair of existing structures, seismic load determination for new structures, corrosion analysis, and coordination with a multi-disciplinary team including architects and civil engineers.

- Charles E. Cessna Landing Boat Ramp Engineering Design and Permitting, Walton County, Florida (2009) — Structural design and engineering of concrete boat ramp and temporary cofferdam. Work included structural modeling of concrete slab with pile supported end-section, development of marine concrete specifications, design of vinyl sheet pile cutoff wall to prevent foundation undermining, and engineer's cost estimate.

- Leesburg Seaplane Ramp and Waterfront Structures, Leesburg, Florida (2015 - Ongoing) – Structural engineer on the final design and construction drawings for a seaplane ramp and ancillary waterfront structures to service the Leesburg International Airport. Ancillary waterfront structures include a floating dock, gangway structures, and mooring buoys.

- Wooton Park Combination Seaplane/Boat Ramp Design, Lake County, Florida (2014) – Design of 80-foot wide seaplane/boat ramp and dockage on Lake Dora.

- Dubois Park Improvements, Palm Beach County, Florida (2010) — Design of vinyl sheet pile bulkhead and dockage for Zeke's marina located within the boundaries of Dubois Park at Jupiter Inlet. Project included design and specifications for various park improvements including a seawall, fixed dockage, floating docks, dredging, and a breakwater.

- Florida School for The Deaf and The Blind Seawall, St. Augustine, St. Johns County, Florida (2012) — Design of approximately 200 linear feet of concrete sheet pile bulkhead with tie-back system. Work included determination of storm loads, traffic loads, and coordination of design to accommodate nearby

roadway and existing utilities.

- Emergency Steel Sheet Pile Seawall, Lantana, Florida (2009) — Structural design of approximately 600 linear feet of steel sheet pile to protect existing structures against erosion. The project included design of steel sheet pile in Support IT for earth pressure and wave induced forces. Other work included determination of wale forces, design of concrete cap, and preparation of specifications including performance specification for helical anchor tie-backs.

- Waterfront Commons, Palm Beach County, Florida (2009) — Structural design of the fixed concrete piers for the addition of approximately 1,200 linear feet of dock in the City of West Palm Beach. Specific work included design of pre-stressed concrete piles, concrete caps, connection to the existing bulkhead, and review of contractor's structural submittals during construction.

- Miramar Beachfront Parking Facility, Walton County, Florida (2009) — Structural design and engineering for a pile-supported concrete parking deck adjacent to the Gulf of Mexico. The structure replaced traditional at-grade asphalt parking historically subject to severe damage by wind and wave forces encountered during a typical hurricane.

- Florida Department of Environmental Protection, Norriego Point, Okaloosa County, Florida (2015 – Ongoing) – Design of steel sheet pile barrier wall to stabilize channel banks and to prevent the filling of the channel by drifting sand.

- Harborview Marina and Bulkhead Preliminary Design, Charlotte County, Florida (2007) — Preliminary structural design of over 3,000 linear feet of concrete bulkhead and preparation of engineer's cost estimate. The planned residential community project included a 200-slip marina, boat ramp, dockage, dredging, and shoreline protection.

- Fort Pierce Marina, Dock D & E Renovation, St. Lucie County, Florida (2004) — Design and preparation of construction plans/specifications for replacement of docks D and E at the Fort Pierce Marina. Project included new boat slip layout and structural design for fixed timber/concrete docks, pile moorings, access ramps, and pre-stressed pilings under wind/wave loading conditions. Additional work included replacement and upgrade of all utilities and lighting including potable water, fire protection, electric, cable, and telephone.

- City of Jacksonville Palms Fish Camp Boat Ramp Design, Jacksonville, Florida (2004) — Design of concrete replacement ramp for newly acquired city park. Design included pile-supported ramp with vinyl sheet pile and riprap erosion control.

- Dee Dot Timberlands Slope Stabilization, Jacksonville, Florida (2016) – Design of steel sheet pile and rock revetment to stabilize a causeway over Pablo Creek.

- Dee Dot Timberlands Steel Sheet Pile Bridge Abutment Replacement Jacksonville, Florida (2014) – Design of steel sheet pile abutment wall for a private bridge over Pablo Creek.

- Florida School for The Deaf and The Blind Segmental Retaining Wall, St. Augustine, St. Johns County, Florida (2013) — Design of approximately 300 linear feet of segmental wall along the shoreline that included helical piles to support wall foundation due to poor soils.

- Florida Power & Light (FPL) Seawall, St. Lucie County, Florida (2014) — Structural design of steel sheet pile seawall to protect oceanfront facilities at FPL's nuclear power plant. Project included seawall design accommodating hurricane induced scour with wall penetration of a 12-foot diameter buried discharge pipe and analysis of different seawall material types.

- Peeples Industries Jacksonville Terminal Preliminary Pier Design, Duval County, Florida (2013) — Preliminary design of a 400-foot loading/offloading pier for 800-foot bulk carrier cargo ships. Work included calculation of berthing energy, mooring loads, and fender design. Preliminary structural design included computer modeling of mooring and breasting dolphins and design of pier deck and foundation elements for the ship loading crane, mobile cranes, and other on-pier equipment loads. Structural design challenges included a 10–20-foot layer of limestone rock located just below the dredge line and the owner's desire to utilize a fixed-ship loading crane and move vessels during the bulk material loading process.

- Florida Inland Navigation District, Dredged Material Management Area BV-4B, Brevard County, Florida (2016 – Ongoing) – Design of dredged material containment site which includes access roads, weirs, earthen dike, settlement monitoring instrumentation, pipeline, and drainage.

Hubert C. Verkerk, P.E.

Senior Marine Structures Engineer

Education
B.S. / Civil and Structural Engineering
Vaal Triangle College, University of Potchefstroom, South Africa

Registration
Professional Engineer — FL and South Africa

Total Years Experience/ Years with Firm
37 / 7

Background / Responsibilities

Mr. Verkerk has over 37 years of experience in project management, engineering design, contract administration, and construction supervision on numerous civil engineering land development projects and industrial and commercial marine projects such as industrial site developments, commercial site developments, residential and commercial subdivisions, ports, harbors, shipping terminals, and bulk receipt terminals. He is also experienced in the design of highways, rural and city roadways and bridges, stormwater collection systems, water and sewer distribution systems, and all related permitting and environmental activities.

Project Experience

- Bahia Urbana Waterfront Redevelopment, San Juan, Puerto Rico (2013) — Served as project engineer for marine and waterfront engineering consulting and design services that revitalized, retrofitted, and replaced aging and failing deep-water port infrastructure to support new mixed-use development including waterfront park facilities; cruise passenger tourist attractions; and commercial, residential, and civic developments. Marine structure services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, water taxi/seaplane berth, and other waterfront facilities.

- Florida School for the Deaf and the Blind: Seawall and Shoreline Infrastructure Improvements, St. Augustine, Florida (2015) — Engineer-of-record for the design and construction of a protective seawall to improve campus shoreline infrastructure including perimeter roadway, stormwater systems, and student waterfront access features. Project included planning and landscape architecture, marine structures engineering, stormwater design, roadway design, and construction phase services.

- FPL St. Lucie Nuclear Power Plant (Plant), Discharge Canal Headwall Stabilization Project/Seawall, St. Lucie County, Florida (2012) — Engineer-of-record for marine structures engineering design and environmental permitting to construct a seawall to protect the Plant's discharge canal and headwall from severe coastal erosion. The project included all phases of work from feasibility through final engineering and construction. Seawall design included evaluation of numerous anchoring schemes (helical anchors, grouted anchors, deadmen wall, and diaphragm structures) to support a 24-foot high seawall in the post-storm scoured condition.

- Lantana Park Emergency Seawall Project, Town of Lantana, Florida (2009) — Provided project design and management, construction administration, and supervision for this $1.5 million construction project, which comprised an emergency steel sheet pile seawall for the Lantana Beach Park, which had undergone severe beach and dune erosion endangering two existing buildings built on the dune profile. Project design, management, and administration services included every aspect of this project, including an emergency environmental permitting application.

- Eagle LNG Concept Design, Jacksonville, Florida (2014 – Ongoing) – Senior engineer providing conceptual design of a new liquefied natural gas (LNG)

marine terminal located on the north bank of the St. Johns River. Tasks include analyses of ship berthing loads, environmental (wind and current) loads, ship mooring loads, and structural loads. The conceptual design will include marine structures, fender design/layout, bollard sizing/layout, and a dredging template.

- FPL St. Lucie Nuclear Power Plant, Sea Turtle Excluder Panel Test Tank and Apparatus Engineering, St. Lucie County, Florida (2015) — Engineer-of-record for the design of compliance test tank and apparatus to support plan development for installation of an excluder device on the velocity caps at the plant ocean intake structures. The excluder device would prevent large marine organisms, such as adult sea turtles, from entering the intake system.

- City of Fort Pierce Engineering Services, North 2nd Street Improvements, Fort Pierce, Florida (2010) — Design engineer for modifications to the Fort Pierce port improvements to provide upgraded and widened roadways for several roads within the port area, improved and revitalized stormwater structures, and upgraded water and sewer utilities. This project included a variety of right-of-way acquisitions and three new stormwater management areas, and provided new and expanded utilities for future growth and development. Project challenges included dealing with severe contaminated groundwater pollution, high tidal influences, dilapidated utility infrastructure, seasonal local industry demands, high volume truck traffic, and local residential and commercial activities.

- River Bend Development, Putnam County, Florida (2008) — Provided conceptual design, planning, and permitting services for a 200-slip marina directly across from the city of Palatka.

- Hernando County Channel Improvements and Dredging, Hernando County, Florida (2008) — Project manager and design engineer for Hernando County's three and a half mile long federal channel improvements and dredging project. Project challenges included providing a suitable dredge material management area and numerous environmental issues. Also provided administration services for federal grant funding.

- Jaxport Dames Point MOL (Mitsui O.S.K. Lines) Project, Jacksonville, Florida (2008) — Provided project management, construction administration, and supervision for this $250 million dollar construction project, which comprised a two-berth extension to the current Jaxport/Blount Island Marine terminal. Project design, management, and administration services included every aspect of this project including a 1.5 million cubic yard dredging operation, new deepwater bulkhead, crane rails, container terminal, utility installation, stormwater management, environmental permitting, and construction oversight.

- Crowley Maritime Services, Jacksonville, Florida (2008) — Provided on-call engineering and construction administration services for all landward and seaward improvements for the Crowley Terminal. These services included a continuous maintenance-dredging project; ramp facilities for the ro-ro operation, barge, and tug berth; and continuous container terminal upgrades.

- USA Naval Berth, Port Everglades, Ft. Lauderdale, Florida (2004) — As design engineer and project manager, provided construction administration and supervision for a new ship berth designed to provide support for U.S. Navy weather laboratory vessels. This project included a new deep-water bulkhead and berthing arrangement on the south end of the Port Everglades entrance, crane apron, new buildings and offices, new utilities, and stormwater management.

- Chevron USA, Panama City, Florida (2004) — As design engineer and project manager, provided construction administration and supervision for a new deep-water bulkhead restoration project for fuel barges and tug berthing at Chevron's Bulk Fuel Terminal in Panama City.

William Miller Jr., Ph.D., P.E.

Senior Coastal and Hydraulics Engineer

Education

Ph.D. / Coastal and Oceanographic Engineering
University of Florida

M.S. / Coastal and Oceanographic Engineering
University of Florida

B.S. / Naval Architecture and Marine Engineering
University of Michigan

Registration

Professional Engineer — FL and GA

Total Years Experience/ Years with Firm

20 / 11

Background / Responsibilities

Dr. Miller has taken a leading role in near shore and inlet hydrodynamics, hurricane surge, wave mechanics and loading, littoral processes, shoreline stability/protection, water quality in streams, estuaries, and marinas, sediment transport, and structure induced sediment scour, as well as engineering design of shore protection and navigation projects. His work includes the application of two-dimensional finite element models such as the U.S. Army Corps of Engineers' RMA2, RMA4, CGWAVE, and ADCIRC, the MIKE21 model suite, and the REFDIF, CGWAVE, and MIKE21 wave models. He has successfully applied these models to many locations throughout Florida (including applications to inlets, bridge hydraulic studies and flushing/circulation studies). Prior to joining Taylor Engineering, Dr. Miller served 21 years (active and reserve) as a Submarine Qualified, Nuclear Trained U.S. Naval Officer.

Project Experience

- Leesburg Seaplane Ramp and Waterfront Structures, Leesburg, Florida (2015 - Ongoing) – Completing a coastal conditions analysis for the final design of a seaplane ramp and ancillary waterfront structures to service the Leesburg International Airport. Evaluating the wind, water level, and historical storm data to determine wave heights and wave periods at the site to estimate the required design loads, toe scour, and protection stone sizes.

- Elba Island LNG Facility Seawall Analysis, Savannah, Georgia (2014) – Project manager for the preparation of a letter report on the coastal conditions (design water levels, wave heights, and wave periods), recommended seawall crest elevation, estimated wave loads on the seawall, and maximum expected wave scour at the seawall.

- City of Jacksonville Fire Station Dock, Duval County, Florida (2013) — Lead engineer and project manager to update coastal engineering design parameters for a pile-supported dock structure and determined dock design loads due to waves and currents. Developed special calculation methods for grated deck loads.

- Bahia Urbana Waterfront Redevelopment, San Juan, Puerto Rico (2010) — Task manager and lead engineer for the coastal conditions estimates (surge, waves, winds) for the waterfront redevelopment. Estimated the coastal conditions and current and wave forces on boat piers, shoreline revetments, and a pedestrian bridge within the harbor.

- Florida School for the Deaf and Blind Seawall, St. Johns County, Florida (2010) — Developed coastal conditions estimates (water level, current speed, wave heights, scour, wave loads) for seawall design. Supervised application of 2-D hydrodynamic model to develop water levels and currents speeds at the site. Supervised 1-D wave model application to develop wave heights and periods for various wind speeds. Estimated wave loads and scour based on conditions.

- TRAPAC Port Shoaling, Duval County, Florida (2010) — Task manager for modeling and analysis of excessive shoaling at the TRAPAC terminal at JAXPORT. Supervised evaluation of multi-year bathymetric data and hydrodynamic modeling of the site to develop an understanding of the causes and processes

that have led to excessive shoaling at the site. Developed several alternatives to alleviate the problem.

- S.R. A1A Seawall Erosion and Scour Study, Vilano Beach, St. Johns County, Florida (2009) — As project manager, directed cross-shore modeling and evaluated local seawall scour for a proposed seawall along 1,600 feet of S.R. A1A at Vilano Beach. The project included evaluation of the effects of long-term historical shoreline recession on the scour seaward of the seawall.

- French Leave Marina Breakwater and Shoreline Design, Eluthera, Bahamas (2009) — Developed the design storm surge and design wave conditions for a marina located near Governor's Harbour, Eleuthera, Bahamas. Used the design conditions to develop a CGWAVE model to examine alternative marina layouts and their effect on wave heights along the adjacent shoreline and within the marina. Also designed a wave barrier to protect the marina and minimize waves within the marina.

- Guana Tolomato Matanzas National Estuarine Research Reserve, Shell Bluff Revetment, St. Johns County, Florida (2009) — Determined the design storm surge and wave conditions for the Shell Bluff Revetment at Guana Tolomato Matanzas National Estuarine Research Reserve. Determined the required rubble mound revetment armor stone sizes and revetment configuration (including toe protection) for the design conditions and developed cost estimates for the revetment. Also evaluated the feasibility of constructing the revetment with articulated concrete block rather than standard armor stone.

- Florida Inland Navigation District (FIND) Site MSA M-5 Gabion Rehabilitation, Martin County, Florida (2009) — Project manager for construction supervision of gabion repair and rehabilitation. Coordinated and supervised the marine contractor in installation of 430 new gabions and rock fill and repair of existing gabions along the shoreline of site.

- Seawall Scour Study at Eglin Air Force Base, Okaloosa County, Florida (2009) — Conducted cross-shore modeling and local seawall scour evaluation at three proposed seawalls at Eglin Air Force Base. The project included evaluation of the effects of a proposed beach fill and long-term historical shoreline recession on the scour seaward of the seawalls.

- Waterfront Commons, West Palm Beach, Florida (2008) — Conducted floating dock wave load estimates and evaluated contractor design alternatives for a city waterfront park development.

- Dubois Park Development, Palm Beach County, Florida (2008) — Developed the final shore protection revetment and snorkeling/recreation basin breakwater designs. The effort included all aspects of the designs, including revetment and breakwater armor and toe protection design and supervision of design drawing development. The project also required modeling (RMA2 & RMA4) the final marina and breakwater designs to ensure contaminant flushing and snorkel area velocities fell within limits, including RMA2 model calibration with velocity measurements.

- NASA Causeway, Brevard County, Florida (2008) — Project manager for a study that developed design conditions (wind speed, storm surge, and wave heights) at the NASA causeway in the Indian River Lagoon near Titusville, Florida. The project also evaluated the feasibility of using debris concrete as revetment armor stone along the causeway.

- Indian River Drive Revetment Feasibility Study, St. Lucie County, Florida (2008) — Project manager for a study to evaluate the feasibility of constructing a revetment along the Indian River Lagoon to protect Indian River Drive from being undermined during storms. The project included survey evaluation, natural resources and permitting requirements review, determination of design condition (wind speed, storm surge, and wave heights), shoreline erosion evaluation, and revetment armor design and cost evaluations.

- Manatee River Disposal Area Scour Study, Manatee County, Florida (2007) — Modeled (RMA2) the velocities at borrow pits in the Manatee River during extreme conditions and estimated the scour potential of dredge material placed in the borrow pits. Developed a RMA2 2-D hydrodynamic model and calibrated the model for tidal stage and velocity. Modeled 25-, 50-, and 100-year storm velocities and evaluated the susceptibility of the dredge material to scour. Recommended a cap layer of larger material to withstand 50- and 100-year scour.

- Florida Inland Navigation District (FIND) FL-8 Shoreline Improvement, Flagler County, Florida (2007) — Evaluated the revetment armor design for the FL-8 site along the Intracoastal Waterway. Determined the design wave heights, including wave heights from boat wake, and developed typical revetment cross-sections based on the most recent survey information. The design included special consideration for existing seagrass beds at the foot of the revetment.

John F. Adams, P.E.

Senior Advisor - Dredging

Education
B.S / Civil Engineering
The Citadel

Registration
Professional Engineer — FL

Total Years Experience/ Years with Firm
47 / 11

Background / Responsibilities

Mr. Adams currently serves as senior advisor to Taylor Engineering's waterfront group. His prior 36 years of U.S. Army Corps of Engineers experience includes 14 years as Chief of the Operations and Maintenance Program and 14 years as Chief of the Regulatory (Dredge & Fill Permit) Program in the Jacksonville District. Mr. Adams was personally involved in developing and guiding many large projects involving channel dredging, dredged material disposal, port development, beach nourishment and land development. He was responsible for 240 employees working on these projects throughout Florida, Puerto Rico, and the U.S. Virgin Islands.

Project Experience

- Florida Inland Navigation District, BV-24A Dredged Management Material Area (DMMA), Brevard County, Florida (2015 – Ongoing) – Senior advisor on the planning, design, and permitting of the BV-24A DMMA, a 112.52-acre area. Initial planning involved significant regulatory coordination concerning scrub jays.

- Florida Inland Navigation District, St. Lucie County Reach I Permitting and Dredging, St. Lucie County, Florida (2014 – Ongoing) — Serves as senior advisor on the permitting, planning, and dredging of 12 miles of Intracoastal Waterway within St. Lucie County.

- Florida Inland Navigation District, Dredged Material Management Area NA-1, Nassau County, Florida (2014) — Served as senior advisor for the construction administration of $3.7 million dredged material containment site NA-1 on the Intracoastal Waterway near the Fernandina Beach Airport. Project included construction of an earthen berm with blanket and toe drains. Foundation preparation included installation of wick drains to speed settlement of dike over clay soils.

- Florida Inland Navigation District, Feasibility Study of Sediment Basins near Cut 1 of Okeechobee Waterway, Martin County, Florida (2014) — Reviewed the dredging alternatives and the economic analysis to determine cost savings from alternative maintenance dredging schemes.

- Florida Inland Navigation District, Permitting and Final Design of the BV-4B Dredged Material Management Area, Brevard County, Florida (2014 – Ongoing) — Serves as senior advisor for the permitting, design, and construction administration of a ±101-acre site that will have an approximate storage capacity in excess of one-million cubic yards of material.

- Florida Inland Navigation District, Dredged Material Management Area (DMMA) Development, Nassau and Duval Counties, Florida (2013 – Ongoing) — Serves as the senior advisor in the planning, environmental review, preliminary design, permitting, final design, and construction administration of two DMMAs in Florida.

- Florida Inland Navigation District, Intracoastal Waterway Deepening in Vicinity of the Port of Palm Beach, Palm Beach County, Florida (2014 - 2016) — Served

as senior advisor for the permitting, final design, and construction administration of the deepening project in vicinity of the Port of Palm Beach. Project included removal of approximately 131,000 cubic yards of material, transfer of material to the Peanut Island dredged material management area, and submerged natural resources mitigation.

- Florida Inland Navigation District, Crossroads Maintenance Dredging, Martin County, Florida (2013) — Senior advisor for the construction administration to hydraulically remove approximately 50,000 cubic yards of material and transfer to the existing M-5 dredged material management area.

- Florida Inland Navigation District, MSA 434 Intracoastal Waterway (ICWW) Maintenance Dredging in Vicinity of the Ponce de Leon Inlet, Volusia County, Florida (2013) — Senior advisor for the final design and construction administration of the hydraulic dredging project that involved removal of approximately 200,000 cubic yards of material from the ICWW and transfer to the existing MSA 434 dredged material management area.

- Florida Inland Navigation District, Deepening the Intracoastal Waterway in Broward County, Florida (2013) — Senior advisor for the permitting, USACE Section 408 review, and final design for the deepening of the waterway from -10 feet to -17 feet.

- Florida Inland Navigation District, Dania Cutoff Canal Deepening, Broward County, Florida (2013) — Served as senior advisor for permitting, design phases, and construction administration of the project, which involved the deepening of 4,000 feet between U.S. Highway 1 and Port Everglades. Critical issues included concerns about impacts to seagrass and hardbottom habitat.

- Florida Inland Navigation District, Okeechobee Waterway Maintenance Dredging, Martin County, Florida (2012) — Senior advisor for the permitting, final design, and construction administration of the Okeechobee Waterway maintenance dredging project that involved the removal of approximately 8,500 cubic yards of material from Route 1 and Route 2 of Lake Okeechobee.

- Jupiter Inlet District Sand Trap Dredging, Palm Beach County, Florida (2011) — Assisted the senior engineer in preparation of engineering plans and specifications, bid administration, and construction observation for this maintenance dredging project at Jupiter Inlet.

- Jacksonville Port Authority Dredged Material Management Plan, Duval County, Florida (2011) — Served as senior advisor in the development of a conceptual dredged material management plan timeline. Analyzed anticipated dredging requirements and available disposal capacities to develop recommended options for disposal of dredged material.

- Twelve Mile Creek Dredging Verification, Pickens County, South Carolina (2011) — As the technical lead, verified the contractor successfully removed material to the extent practical during restoration dredging of the creek. The project removed and placed approximately 450,000 cubic yards of material in an upland containment area.

- Florida Inland Navigation District SJ-14 Dredged Material Management Area Return Water Buried Pipeline, St. Johns County, Florida (2011) — Served as senior advisor for the installation of 2.5 miles of buried 36-inch and 42-inch pipe. The buried pipes will discharge decanted material from future dredging operations to the Intracoastal Waterway and accommodate stormwater runoff from an adjacent perimeter ditch.

- Dredged Material Management Plan for the Atlantic Intracoastal Waterway, Norfolk, Virginia to the St. Johns River, Florida (2011) — Served as program manager for a project that included reviewing data, defining dredging reaches, and developing dredging, and disposal management strategies for the U.S. Army Corps of Engineers.

- Florida Inland Navigation District, SJ-14 Assessment and Remediation, St. Johns County, Florida (2011) — Senior advisor for the assessment and remediation of ± 43 acres of wetland impacts resulting from a contractor spill of dredged material slurry outside the SJ-14 dredged material management area containment basin.

- Florida Inland Navigation District, M-5 Design and Permitting, Martin County, Florida (2011) — Senior advisor for a project to offload approximately 365,000 cubic yards of material from an island dredged material management area for ultimate beach disposal.

Jerry W. Scarborough, P.E.

Senior Advisor - Dredging

Education
B.S. / Civil Engineering
University of South Florida

Registration
Professional Engineer — FL

Total Years Experience/ Years with Firm
34 / ≤1

Background / Responsibilities

Mr. Scarborough joined Taylor Engineering in February 2016 as a senior advisor to the waterfront group upon retirement from the U.S. Army Corps of Engineers (USACE) Jacksonville District. Highlights of his 34-year USACE career include:

- Chief, Water Resources Branch, Programs and Project Management Division (2002 – January 2016) – Responsible for all navigation, coastal, and flood control projects in the Jacksonville District, including all operations and maintenance of the District's navigation projects and dredging for the U.S. Navy and U.S. Marine Corps. At the time of his retirement in January 2016, he was providing oversight on 85 active planning, engineering, design, and construction projects for harbor improvements, dams, bridges, levees, and shoreline protection. The average value of projects totaled approximately $200 million annually and accounts for 30% of the District's work program.

- Chief, Al Asad Branch, Programs and Project Management Division, Baghdad, Iraq (2009) - Mr. Scarborough spent six months on assignment in Baghdad where he led a team of U.S. government civilians and contractors on the planning, engineering, and construction support of 100 projects valued at over $500 million for the U.S. military construction and reconstruction of Iraq.

- Project Manager, Programs and Project Management Division (1991 – 2002) – Responsible for the successful execution of navigation and shore protection projects.

- Design Engineer, Engineering Division (1984 – 1991) – Responsible for producing and coordinating design work on various civil works projects.

Honors

USACE, Superior Civilian Service Award, 2015
Florida Shore and Beach Preservation Association, Richard Bonner Award, 2015
USACE, de Fleury Bronze Metal, 2012
USACE, Superior Civilian Service Award, 2009
USACE, EEO Supervisor of the Year, 2008
USACE Jacksonville District, Engineer of the Year, 1994

Lori S. Brownell, P.E.

Senior Dredging Engineer

Education

M.S. / Civil / Environmental Engineering, University of Wisconsin-Madison

B.S. / Civil Engineering
University of Wisconsin-Madison

Dredging Engineering Short Course
Texas A&M University

Florida Engineering Leadership Institute

Registrations / Certifications

Professional Engineer — FL

OSHA HAZWOPER — U.S.

Transportation Worker Identification Credential — U.S.

Total Years Experience/ Years with Firm

16 / 16

Background / Responsibilities

As director of the waterfront engineering group, Ms. Brownell leads a team dedicated to marine structures engineering, coastal structures, civil and dredging engineering, and waterfront facilities design. Ms. Brownell has hands-on planning, permitting, design, and construction administration experience for numerous waterfront, marine, and dredging-focused projects within the southeastern United States. Ms. Brownell maintains both OSHA HAZWOPER and TWIC certifications. Ms. Brownell currently serves as Governing Board Treasurer for ASCE's Coasts, Oceans, Ports, & Rivers Institute (COPRI) and on NSPE's Honor Awards Task Force.

Project Experience

- Florida Inland Navigation District, Intracoastal Waterway Deepening between Lake Worth Inlet and Palm Beach County Docks, Palm Beach County, Florida (2016 – Ongoing) — Project manager and engineer-of-record for the permitting and final design of a 4.3-mile deepening project immediately south of Lake Worth Inlet.

- Florida Inland Navigation District, BV-24A Dredged Management Material Area (DMMA), Brevard County, Florida (2015 – Ongoing) – Project manager on the design and permitting of the BV-24A DMMA, a 112.52-acre area approximately 1,400 feet west of the Indian River shoreline and east of the southeast leg of the Valkaria Missile Tracking Annex.

- Florida Inland Navigation District, Permitting and Final Design of the DU-9 Dredged Material Management Area, St. Johns County, Florida (2014 – Ongoing) — Project manager for the permitting, design, and construction administration of a ±100-acre site that will have an approximate storage capacity in excess of 1 million cubic yards of material.

- Florida Inland Navigation District, Permitting and Final Design of the BV-4B Dredged Material Management Area, Brevard County, Florida (2015) — Assisted with the permitting, design, and construction administration of a ±101-acre site that will have an approximate storage capacity in excess of 1 million cubic yards of material.

- Florida Inland Navigation District, St. Lucie County Reach I Permitting and Dredging, St. Lucie County, Florida (2015) — Assisted with the development and implementation of a multi-phase project to permit, plan, and dredge 12 miles of Intracoastal Waterway (ICWW) within St. Lucie County.

- Florida Inland Navigation District, Dredged Material Management Plan (DMMP) Update, St. Johns and Flagler Counties, Florida (2015) — Assisted with the update of the original St. Johns and Flagler counties' DMMPs, including review of historical documentation, dredging history and projections, and dredged material management strategies for maintenance of the 50-year storage requirement.

- Florida Inland Navigation District, Northeast Florida Dredged Material Management Plan (DMMP) Update, Nassau and Duval Counties, Florida (2013 – Ongoing) — Project manager for the update of the 1986 Nassau and Duval counties' DMMPs, including review of historical documentation, dredging

history and projections, and dredged material management strategies for maintenance of the 50-year storage requirement. As of August 2015, the Nassau DMMP will be further updated to add the federal channel from the south end of the Fernandina Harbor project north to the Florida-Georgia state line to the AIWW management plan area and resets, for FIND planning purposes, mile 0 of the AIWW at the state line.

- Florida Inland Navigation District, Deepening the Intracoastal Waterway in Broward County, Florida (2014 – Ongoing) — Project manager and construction administrator for the deepening of the waterway from -10 feet to -17 feet mean low water. Previously the senior engineer for the permitting, USACE Section 408 review, and final design. Total construction value of approximately $17 million.

- Florida Inland Navigation District, Intracoastal Waterway Deepening in Vicinity of the Port of Palm Beach, Palm Beach County, Florida (2014) — Project manager and construction administrator for the permitting, final design, and construction administration of the deepening project in vicinity of the Port of Palm Beach. Project entailed the removal of approximately 131,000 cubic yards of material, transfer of material to the Peanut Island dredged material management area, and submerged natural resources mitigation. Total construction value of approximately $2 million.

- Florida Inland Navigation District, Dania Cutoff Canal Deepening, Broward County, Florida (2013) — Project manager, engineer-of-record, and construction administrator for the removal of approximately 105,000 cubic yards of material from the Dania Cutoff Canal. Project required detailed coordination with the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Broward County, and Port Everglades. Total construction value of approximately $7.1 million.

- Florida Inland Navigation District, Crossroads Maintenance Dredging, Martin County, Florida (2013) — Project manager, engineer-of-record, and construction administrator to hydraulically remove approximately 50,000 cubic yards of material and transfer to the existing M-5 dredged material management area. Total construction value of approximately $1.1 million.

- Florida Inland Navigation District, Intracoastal Waterway (ICWW) Maintenance Dredging in vicinity of Ponce de Leon Inlet, Volusia County, Florida (2013) — Project manager, engineer-of-record, and construction administrator for the final design and construction administration of the hydraulic dredging project that involved the removal of approximately 200,000 cubic yards of material from the ICWW and transfer to the existing MSA 434 dredged material management area. Total construction value of approximately $1.5 million.

- Florida Inland Navigation District, NA-1 Permitting, Design, and Construction Administration, Nassau County, Florida (2013) — Project manager for the permitting and design of an island 16-acre dredged material disposal area located immediately west of the Fernandina Beach Municipal Airport.

- Florida Inland Navigation District, Okeechobee Waterway Maintenance Dredging, Martin County, Florida (2012) — Project manager, engineer-of-record, and construction administrator for the permitting, final design, and construction administration of the Okeechobee Waterway maintenance dredging project that involved the removal of approximately 8,500 cubic yards of material from Route 1 and Route 2 of Lake Okeechobee. Total construction value of approximately $500,000.

- Florida Inland Navigation District, O-7 Permitting and Design, Martin County, Florida (2011) — Project manager for the permitting and design of an upland dredged material disposal area located on the north bank of the Okeechobee Waterway in Martin County.

- Florida Inland Navigation District, M-5 Permitting and Design, Martin County, Florida (2011) — Project manager, engineer-of-record, and construction administrator for the permitting, design, and construction administration to offload approximately 365,000 cubic yards of material from an island dredged material management area for ultimate beach disposal.

- Florida Inland Navigation District, Borrow Pit Regulatory Coordination, Broward County, Florida (2011) — Project manager for regulatory coordination and identification of issues for deposition of dredged material into upland/freshwater Broward County borrow pits.

William (Bill) Aley IV, P.G.

Professional Geologist

Education

M.S. / Geology
Florida Atlantic University

Minor, Invertebrate Zoology
Minor, Geographic Information Systems

Masters Certificate / Federal Acquisition Management

B.A. / Geology
Florida Atlantic University

Registration

Professional Geologist — FL and CA

Total Years Experience/ Years with Firm

10/ ≤1

Background / Responsibilities

Mr. Aley specializes in field geology and geotechnical evaluations, sediment/water/air sampling and testing; hydrogeologic investigations, civil works/water resources planning, design, and construction; and dredging.

Project Experience

- Florida Inland Navigation District, Okeechobee Waterway (OWW) Cut 1 Sediment Basin, Martin County, Florida (2015 – Ongoing) – Project manager on the dredging design and permitting of a sediment basin at the eastern end of OWW Cut 1. Also evaluating three channel realignment alternatives to realign the OWW Cut-1 and Cut-2 channel to utilize naturally deeper water to reduce future maintenance intervals and costs.

- Florida Inland Navigation District, Intracoastal Waterway Deepening in Broward County, Florida (Ongoing) — Professional geologist assisting in construction administration of the deepening of the waterway from -10 feet to -17 feet.

- St. Lucie County Reach I Permitting and Dredging, St. Lucie County, Florida (Ongoing) — Professional geologist in the development and implementation of a multi-phase project to permit, plan, and dredge 12 miles of Intracoastal Waterway (ICWW) within St. Lucie County. Coordinating the completion of a limited utility and magnetometer survey that summarizes utility crossings and verification of utility locations.

- Maintenance Dredging Design of the Fernandina Harbor and Reach I of the Intracoastal Waterway, Nassau County, Florida (2015 – Ongoing) – Project manager for the preparation of a dredging template, final design and construction documents, opinion of probable cost, permitting, and bidding assistance.

- U.S. Army Corps of Engineers Sacramento District, Folsom Dam Auxiliary Spillway Modifications, Sacramento, California (2014–2015) – Project manager responsible for leading several multidisciplinary teams through various projects in design, engineering during construction, construction, commissioning, and operation and maintenance. Specifically, projects consisted of rock bolting and slope stabilization activities, local drainage evaluation and repair, heavy civil design and mass earthwork, several environmental restoration and mitigation components, overall site restoration, and completion of an operation and maintenance manual, filling plan, and commissioning plan for the new auxiliary spillway.

- U.S. Army Corps of Engineers Sacramento District, Folsom Dam Water Control Manual Update, Sacramento, California (2014–2015) – Project manager for the revision of operation rules and criteria for the Folsom Dam and Reservoir (11,930 acres with a catchment area of 1,875 square miles). Key considerations in the development of the water control plan included dam safety requirements, Endangered Species Act requirements, water quality requirements, water supply, water rights permit terms and conditions, power generation, and recreational needs. Worked with modelers for reservoir

routing applications and development of the reservoir operation sets.

- U.S. Department of Interior, Bureau of Reclamation, Biological Assessment on the Continued Long-term Operations of the Central Valley Project (CVP) and the State Water Project (SWP), California (2013) – Project manager on various aspects of the biological assessment that was intended to provide a thorough analysis of the continued long-term operations of the CVP and SWP and the effects of those operations on listed species and designated critical habitat. A significant portion of the assessment was intended to articulate the assumptions made in the modeling used in the effects analysis. The CVP and SWP are two major inter-basin water storage and delivery systems that divert and re-divert water from the southern portion of the Sacramento-San Joaquin Delta (Delta). Both CVP and SWP include major reservoirs upstream of the Delta, and transport water via natural watercourses and canal systems to areas south and west of the Delta.

- U.S. Department of Interior, Bureau of Reclamation, San Luis Reservoir Expansion Appraisal Study, Merced County, California (2013) – Project manager responsible for oversight and completion of an appraisal level evaluation for raising B.F. Sisk Dam, a 326-foot high, 3.5-mile long zoned earthen embankment dam which creates San Luis Reservoir, the largest offstream reservoir in the United States. This study included static and dynamic stability assessments of the embankment dam and all appurtenant structures as well as appraisal level costs for a 30-foot raise of the full embankment.

- U.S. Department of Interior, Bureau of Reclamation, Cost Allocation Report for Delta-Mendota Canal/California Aqueduct Intertie, Alameda County, California (2013) – Project manager responsible for development of the cost allocation and subsequently, the repayment requirements for both construction and OM&R costs for the Delta-Mendota Canal/California Aqueduct Intertie, a pumped connection between the Central Valley Project's Delta-Mendota Canal and the State Water Project's California Aqueduct.

- U.S. Department of Interior, Bureau of Reclamation, Central California Area Office Invasive Mussel Monitoring Program, Various Counties, California (2012) – Project manager responsible for oversight and implementation of the mid-Pacific Regional monitoring program for invasive Quagga and Zebra mussels. Monthly water samples were collected from regional reservoirs and subjected to multiple tests to determine whether microscopic mussel larvae were present. This testing included, Cross-polarized light microscopy, Scanning Electron Microscopy, and Polymerase Chain Reaction (PCR) and gene sequencing tests, to confirm the presence of mussel DNA.

- U.S. Army Corps of Engineers Jacksonville District, Jacksonville Harbor Navigation Projects, Duval County, Florida (2011) – Planning technical leader responsible for oversight and completion of feasibility level assessments and dredged material management planning for the Jacksonville Harbor Navigation Project. This included work on upland and offshore disposal sites as well as studies to determine the most economical means of disposal for upcoming maintenance and deepening dredging work.

- U.S. Army Corps of Engineers Jacksonville District, Regional Sediment Management (RSM) Projects, Various Counties, Florida (2011) – As planning technical leader, participated in multiple studies with the objective of optimizing the utilization of sediments and management of projects through a systems-based approach. The main focus of these studies was to better understand the regional sediment transport processes through integration of regional data and application of tools which improve our knowledge of the regional processes.

- U.S. Army Corps of Engineers Jacksonville District, Dredged Material Management Plans (DMMPs), Various Counties, Florida (2011) – As planning technical leader, participated in development and updating of regional DMMPs to identify a wide array of both primary and contingency management options needed to meet the dredging requirements of various Florida ports and harbors over a 50-year planning horizon. A key element for success was giving special emphasis to regional and beneficial uses of the material needing to be dredged to maintain efficient waterborne transportation into and out of the ports and waterways.

- Florida Department of Health, Multi-County Nitrogen Loading Assessment of Impacts on On-site Waste Treatment and Disposal Systems in the Wekiva River Basin, Various Counties, Florida (2007) – Geologist responsible for oversight, planning, design, management, field work, data interpretation and reporting for a multi-county nitrogen loading assessment to determine the impacts of on-site waste treatment and disposal systems on the Wekiva River Basin in central Florida.

Michael P. Whelan, P.E., D.CE

Senior Civil Engineer

Education

M.S. / Environmental Engineering
Florida International University

B.S. / Civil Engineering
Florida International University

Registration

Professional Engineer — FL

FDEP Stormwater Inspector — FL

Diplomate of Coastal Engineering — U.S.

Total Years Experience/ Years with Firm

21 / 11

Background / Responsibilities

Mr. Whelan specializes in civil site engineering and construction administration. He is responsible for the development of plans and specifications, construction administration, and construction inspection of projects, which include marina development, beach renourishment, utilities relocations, and shoreline stabilization. In 2010, Mr. Whelan earned the title of Diplomate in Coastal Engineering (D.CE), from ASCE's Academy of Coastal, Ocean, Navigation, and Port Engineers. He was recognized as a Fellow by the Florida Engineeing Society in 2013.

Project Experience

- Design and Permitting Services, 3rd Street Beach Access Ramp, New Smyrna Beach, Florida (2007) — Project design engineer for development of a 170-linear foot concrete ramp that provides vehicular access from a city street to the existing beach dune in New Smyrna Beach. Developed project design and specifications; assisted in the permitting process.

- Tigertail Park South End Restroom Facility and Beach Access, Collier County, Florida (2005) — Project design engineer for development of a restroom and beach dune walkover from an existing park to an existing beach dune in Marco Island, Florida. Developed project design and specifications; assisted in the permitting process.

- Avenida Menendez Seawall Design, Permitting, and Construction-Phase Services, St. Augustine, Florida (2014–2015) — Engineer-of-record for construction of new seawall, designed to protect existing 1890s historical landmark seawall. As utility design engineer, coordinated the design and construction of the water, sewer, and stormwater utilities that pass through the historical seawall. Developed project design, specifications, and bidding. Project included historic preservation of a historically significant seawall and scour protection, installation of a new 1,800-foot seawall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine.

- Waterfront Commons, West Palm Beach, Florida (2009) — Senior design engineer/project manager. Performed preliminary design of floating docks and fixed ramps for permit application submittal. Provided daily interaction and coordination of design issues between city's design team and contract risk manager. Developed schematic and conceptual plans for floating dock designs for the development of funding estimates, and coordination of project with other project amenities including landscaping, utility services, annual boat show, and Flagler Drive relocation.

- Port of Fort Pierce North 2nd Street Roadway Improvements, St. Lucie County, Florida (2006–2015) — Engineer-of-record, developed master plans to expand and realign some of the existing North 2nd Street right-of-ways within the Port of Fort Pierce for better traffic flow and drainage improvements. Developed master plans for stormwater; water, sewer, force main, and gas utilities; right of way acquisition; and paving and grading. Provided assistance to county for construction and field adjustments during construction of the project.

- Lantana Park Emergency Seawall Project, Town of Lantana, Florida (2009) — As senior design engineer, provided construction and design engineering design support for emergency steel sheet pile seawall along Lantana Beach Park, which experienced severe beach erosion that endangered buildings near the dune. Supervised cross-shore erosion modeling, wave height estimates, scour potential, and wave force calculations.

- Flagler Drive Downtown Waterfront Seawall Replacement, West Palm Beach, Florida (2005) — Engineering and construction project manager for city's efforts to replace the existing seawall due to hurricane-related damage and to meet criteria for future waterfront park development. Responsibilities included development of project manual and specifications, monitoring contractor progress, and performing construction inspections. Also performed construction administration, assisted contractor with field design, and coordinated the regulatory permit certification process for the city.

- Commander's Village Engineering Services, Jacksonville, Florida (2005) — Senior engineer for this marina and water access facility siting project. Project components included marina sizing, dock design, flushing analysis, and shoreline stabilization.

- Aqua Vista Marina Engineering and Permitting Services, Palm Beach County, Florida (2004) — Marina engineering, upland civil site work, dredged material management and permitting for a 42-slip marina and a 5.4-acre luxury condominium development in the City of West Palm Beach.

- Fort Gates and Drayton Island Ferry Terminals, Putnam County, Florida (2015) – Project manager in the completion of feasibility analyses and preliminary design plans for the removal and replacement of two separate ferry terminals on the St. Johns River in southern Putnam County. These terminals date back to the 1860s and have been in continuous service.

- South Florida Water Management District (District), S-65E Emergency Structure Stability Project, Okeechobee County, Florida (2009) — Construction project manager, assisted in the development of structural alternatives and subsequent design of a structure to mitigate the potential failure of S-65E, the District's largest water control structure on the Kissimmee River. Assisted in QA/QC of the developed viable alternatives, alternative selection, development of the design specifications, and permitting support in only 2.5 months. Provided engineering during construction oversight during the construction phase for this $16M project. This project won a 2009 Florida Institute of Consulting Engineers (FICE) Grand Award for Engineering Excellence.

- Florida Inland Navigation District, MSA 434 Final Design, Construction Plans, and Technical Specifications, New Smyrna Beach, Florida (2007) — Provided QA/QC of final plans and specifications and services during bidding for the $2.3-million-dollar island dredged material management facility. Provided technical support for the construction administration and observation services.

- Florida Inland Navigation District, DU-9 Construction Observation Services, St. Johns County, Florida (2006) — Provided engineering support and construction observation services for construction of a U.S. Army Corps of Engineers dredged material management site.

- Florida Inland Navigation District, BV-NASA Containment Facility Final Construction Drawings, Technical Specifications, and Bid Administration, Brevard County, Florida (2007) — Revised and updated dredge material management area design, developed project manual including contract plans, technical specifications, and bid administration for project in the Kennedy Space Center. Developed project design to meet regulatory permit requirements.

- Florida Inland Navigation District, FL-8 Shoreline Stabilization, Flagler County, Florida (2007) — Revised and updated shoreline revetment design, developed project manual including contract plans, technical specifications, and bid administration for project. Managed project construction observation and administration.

- South Volusia County Emergency Beach Permit and Design, New Smyrna Beach Construction Oversight Services, Volusia County, Florida (2005) — As senior utilities engineer, designed a temporary dredge pipeline crossing an island in New Smyrna Beach along Sapphire Road. Assisted in construction administration services on behalf of county.

Jennifer C. Klich, P.E.

Civil Engineer

Education

B.S. / Civil Engineering
University of North Florida

B.S. / Physics
Jacksonville University

Registration

Professional Engineer — FL

Total Years Experience/ Years with Firm

7 / 7

Background / Responsibilities

Ms. Klich serves as a project manager responsible for the development of plans and specifications for port infrastructure and waterfront design projects. She has a range of skills that include civil site engineering design, environmental permitting, construction administration and inspection, and detailed hydrologic and hydraulic modeling using programs such as HEC-HMS, HEC-RAS, HEC-GeoRAS, ICPR, ArcGIS, and AutoCAD.

Project Experience

- Avenida Menendez Seawall, Construction Phase Services, St. Augustine, Florida (2014) — Served as field representative for construction of a new seawall designed to protect existing 1890s historical landmark seawall in St. Augustine, Florida. Assisted in the construction oversight for all marine construction with the City's contractor. Provided daily interaction and coordination of design issues between the engineer-of-record and City staff for development of funding estimates, and coordination of project elements with other project amenities.

- Avenida Menendez Seawall, St. Augustine, Florida (2013) — Staff engineer, edited construction drawings and specifications based on comments made by the City of St. Augustine. Assisted in the development of final project design, specifications, and bidding. Project included historic preservation of a historically significant seawall and scour protection, installation of a new 1,800-foot seawall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine.

- Port of Fort Pierce, North 2nd Street Roadway Improvements, St. Lucie County, Florida (2015) — Task manager for the final design and development of master plans to expand and re-align existing North 2nd Street rights-of-way within the Port of Fort Pierce for better traffic flow and drainage improvements. Developed master plans for stormwater; water, sewer, force main, and gas utilities; right-of-way acquisition; and paving and grading.

- Miramar Beach Parking Structure, Construction Administration, Walton County, Florida (2009) — Staff engineer for construction and bidding phase of the project. Reviewed contractor's submittals and shop drawings, managed submittal registry, and ensured that the overall project progressed in accordance with the construction plans, specifications, and permit documents.

- Fort Gates and Drayton Island Ferry Terminals, Putnam County, Florida (2015) – Project engineer in the completion of feasibility analyses and preliminary design plans and cost estimation for the removal and replacement of two separate ferry terminals on the St. Johns River in southern Putnam County. These terminals date back to the 1860s and have been in continuous service.

- Florida Inland Navigation District, BV-4B Permanent Pipeline, Brevard County, Florida (2015 – Ongoing) – Project engineer completing stormwater modeling, design, and final construction drawings and specifications for the installation of a permanent effluent discharge pipeline from the BV-4B dredged material

management area to the Intracoastal Waterway.

- Florida Inland Navigation District, BV-4B Design and Permitting, Brevard County, Florida (2014 – Ongoing) – Project engineer preparing design and construction plans for a dredged management material area on a 101-acre abandoned citrus grove adjacent to the Intracoastal Waterway.

- U.S. Army Corps of Engineers Jacksonville District, Woerner South Wetland Reserve Program, Highlands County, Florida (2015) — Project engineer prepared a Wetland Reserve Plan of Operation (WRPO) for the 3,200-acre property in south Florida. Developed the plan for restoration of the former sod farm to pre-development wetland conditions. Services included providing site observation and characterization, establishing restoration targets, applying hydrologic and hydraulic models, identifying restoration alternatives, preparing construction documents, and acquiring environmental permits.

- City of Jacksonville, Crystal Springs Drainage Project Study and Conceptual Design, Duval County, Florida (2012) — Staff engineer for final design solutions to remedy localized flooding concerns within the Crystal Springs area. The solutions reduced flooding problems by improving stormwater flows in the upstream portion of the project area for a 25-year return period storm and minimizing the increase in surface water elevation downstream of the project area.

- Duke Energy, Wetland Mitigation for Goethe State Forest in Levy County and Boarshead Ranch in Pasco County, Florida (2011) — Staff engineer and modeler for hydrologic and hydraulic evaluations of proposed wetland improvement/mitigation projects. Modeling results quantified the hydrologic benefit (improved flows and water levels) created by numerous proposed mitigation elements including low water crossings, flow diversions, culvert replacements, etc.

- Florida Inland Navigation District, Broward Deepening Project, New River, Broward County, Florida (2009) — Staff engineer, coordinated with surveying subconsultant to obtain bathymetric and subbottom data and to develop a dredging template. Coordinated with geotechnical subconsultant to conduct soil borings and complete a geotechnical report.

- Florida Inland Navigation District, Broward Deepening Project, Dania Cutoff Canal, Broward County, Florida (2009) — Staff engineer for permitting phase of the project. Responded to comments based on concerns expressed by governmental permitting agencies.

- City of Port Richey Dredging, Pasco County, Florida (2008) — Staff Engineer, designed dredging template for four channels. Calculated dredging volumes and size of potential areas of environmental impact. Coordinated with subconsultant to produce an environmental impact analysis.

Affiliations

Florida Engineering Society
National Society of Professional Engineers
American Society of Civil Engineers
Engineers Without Borders
MATHCOUNTS Competition Chairman
ACE Mentoring Program

Robert J. DiRienzo, E.I.

Marine Structures Engineer

Education

B.S. / Civil Engineering
University of North Florida

B.S. / Applied Science, Civil and Construction Engineering
Youngstown State University

Registration

Engineer Intern — OH

Total Years Experience/ Years with Firm

9 / 8

Background / Responsibilities

With his educational background in civil and construction engineering technology, Mr. DiRienzo joined Taylor Engineering with a focus on construction administration projects. While Mr. DiRienzo has continued to work on construction administration projects, he has developed additional skills working on an array of projects in the waterfront engineering group. These projects include structural analysis and design for various marine structures, pile design and earthen retaining design for various marine and waterway structures, seepage and slope stability analysis for earthen dikes, and dredging engineering projects.

Mr. DiRienzo is experienced with STAAD Pro, GeoStudio, Support IT, AllPile, AutoCAD Civil 3D, and Microsoft Office software applications. Mr. DiRienzo is also familiar with applying prevailing engineering codes and specifications such as the Florida Building Code, ASCE-7, ACI 318, AISC Steel Manual, and the National Design Specification for Wood Construction to engineering designs.

Project Experience

- Leesburg Seaplane Ramp and Waterfront Structures, Leesburg, Florida (2015 - Ongoing) – Project manager on the final design, construction drawings, and construction phase support for a seaplane ramp and ancillary waterfront structures to service the Leesburg International Airport. Ancillary waterfront structures include a floating dock, gangway structures, and mooring buoys.

- Commodore's Point Bulkhead Replacements, Duval County, Florida (2012) – Staff engineer for a preliminary design survey of available alternatives for stabilization or replacement of 5,000 linear feet of existing bulkhead in downtown Jacksonville, Florida. Responsibilities included preliminary bulkhead analysis using SupportIT software and development of alternatives and cost estimates for different loading/end-use scenarios.

- Bahia Urbana Waterfront Redevelopment, San Juan, Puerto Rico (2013) — Staff engineer with design-phase responsibilities that included developing a detailed project schedule, developing a detailed cost opinion, designing temporary pier stabilization program, performing field verification of existing pier conditions, and reviewing geotechnical engineering analysis for new bulkhead design. Construction-phase responsibilities included reviewing contractor submittals and detailed review and analysis of grouted soil anchor testing results.

- Florida School for The Deaf and The Blind (FSDB) Bulkhead Schematic Phase II, St. Johns County, Florida (2015) — Staff engineer for design and permitting services for construction of a segmental stone retaining wall to protect the shoreline at the FSDB in St. Augustine. Responsibilities include reviewing project geotechnical and survey information and developing retaining wall layouts in AutoCAD, performing retaining wall analysis and design, performing helical pile design, and performing reinforced concrete design. Additional responsibilities include drawing coordination with civil engineering site engineer.

- Florida School for The Deaf and The Blind (FSDB) Bulkhead Schematic, St. Johns County, Florida (2011) — Staff engineer for design and permitting services for construction of a concrete sheet pile bulkhead to protect the shoreline at the

FSDB in St. Augustine. Responsibilities included reviewing project geotechnical and survey information and developing bulkhead layouts in AutoCAD, and performing bulkhead and helical anchor tie-back system analysis and design. Construction phase responsibilities included contractor submittal review, and on-site observations, and documentation.

- Peeples Industries Jacksonville Terminal Preliminary Pier Design, Duval County, Florida (2014) — Staff engineer for preliminary design of a 400-foot loading/offloading pier for 800-foot bulk carrier cargo ship. Design responsibilities included facility layout and calculation of ship mooring loads. Preliminary structural design included STAAD modeling of mooring dolphins and a portion of the offloading pier T-dock.

- FPL Shoreline Engineering and Permitting, St. Lucie County, Florida (2012) — Staff engineer for coastal and structural engineering design and environmental permitting for a seawall and breakwater to protect the nuclear power plant's discharge canal and headwall structure. Responsibilities included preparing a Florida Department of Environmental Protection coastal construction control line (CCCL) permit application and providing quality assurance and quality control for project permit drawings.

- Miramar Beach Parking Structure Replacement, Walton County, Florida (2009) — Staff engineer for construction administration project. Reviewed contractor's pile testing program submittal.

- South Florida Water Management District, G-58 Structure Rehabilitation, Dade County, Florida (2015) – Project engineer on the structural design of a headwall upstream of the existing G-58 structure headwall at Arch Creek in north Miami. The existing concrete headwall had four large culvert pipes with automated gates that control salinity and stormwater flow through Arch Creek. Structural deterioration required refurbishment of the culverts and replacement of the headwall structure.

- Florida Inland Navigation District, FL-3 Dredged Material Management Area (DMMA) Permitting and Final Design, Flagler County, Florida (2013) — Staff engineer for final design of a DMMA site. Responsibilities included reviewing geotechnical data and the geotechnical engineering report, performing seepage and slope stability analyses for dike cross sections using GeoStudio software, performing stormwater calculations, site layout, and preparing draft project permit documents, and contracting documents and technical specifications.

- Florida Inland Navigation District, NA-1 Dredged Material Management Area (DMMA) Construction Administration, Nassau County, Florida (2014) — Staff engineer for construction administration of an approximately 19-acre DMMA site. Responsibilities included providing daily construction observation, reviewing and tracking quality control test data, coordinating and tracking verification testing, reviewing contractor's submittals and shop drawings, reviewing contractor's payment applications, attending biweekly on-site progress meetings, and ensuring that the overall project progressed in accordance with the construction plans, specifications, and permit documents.

- FPL St. Lucie Nuclear Power Plant, Sea Turtle Barrier Structure, St. Lucie County, Florida (2015) — Staff engineer for structural engineering design of a protective turtle barrier. Responsibilities included developing cost opinions for several competing alternative turtle barrier designs, designing an underwater anchoring system for the turtle barrier's net, performing structural analysis using STAAD software, performing pile analysis using AllPile software, and preparing and checking reinforced concrete design and steel design calculations.

- FPL St. Lucie Nuclear Power Plant (Plant), Dune Restoration, St. Lucie County, Florida (2013) — Staff engineer on the engineering design for restoration of a protective dune along the shoreline of the Plant property. Completed construction administration tasks during the construction phase.

- Florida Inland Navigation District, NA-1 DMMA Permitting and Final Design, Nassau County, Florida (2012) — Staff engineer for final design of a DMMA site. Responsibilities included analyzing and designing a steel weir, designing a reinforced concrete weir pad with piled foundations, preparing detailed project specifications, and preparing a detailed cost opinion.

- Florida Inland Navigation District, O-7 DMMA Permitting and Final Design, Martin County, Florida (2012) — Staff engineer for final design of a DMMA site. Responsibilities included analyzing and designing a steel weir and timber walkway design, preparing detailed project specifications, and designing a prestressed concrete short-span bridge.

Jenna Phillips, E.I.

Marine Engineer

Education

M.S. / Ocean Engineering
Florida Institute of Technology

B.S. / Ocean Engineering
Florida Institute of Technology

Registration / Certification

Engineer Intern — FL

Open Water Certified Diver - National Association of Underwater Instructors (NAUI)

Total Years Experience/ Years with Firm

10 / 1

Background / Responsibilities

Ms. Phillips has more than ten years experience on projects involving coastal and waterfront structure design, structural assessment and rehabilitation, beach design and renourishment, dredging, and hydrodynamic modeling in the United States, Puerto Rico, and Caribbean.

Ms. Phillips is experienced with Microsoft Office and Project, ArcGIS, AutoCAD, and MATLAB software applications; CEDAS-GENSIS, Beach-*fx*, STWAVE, RMAP, SBEACH, ACES, and SMS models. She is also familiar with applying prevailing engineering codes and specifications such as the Florida Building Code, ASCE-7, ACI 318, AISC Steel Manual, and the National Design Specification for Wood Construction to engineering design and has extensive experience applying applications outlined in the U.S. Army Corps of Engineers Coastal Engineering Manual (CEM).

Project Experience

- Ted Sperling Park Boardwalk Replacements, Sarasota County, Florida (2015 – Ongoing) – Project manager for the replacement of three aging timber boardwalks within Ted Sperling Park located on the south end of Lido Key. Evaluating the existing structures, developing a design for replacement of each structure within the existing footprints, coordinating permitting exemptions, and conducting construction phase services.

- Caspersen Beach Boardwalk Design, Permitting, and Construction, Sarasota County, Florida (2011) – Project manager responsible for the planning, permitting, design, and construction of a nearly 2,000 linear foot beachfront boardwalk rehabilitation project within a Sarasota County park. The replacement structure included ADA accessible access points to the beach as well as parking improvements adjacent to the boardwalk.

- Bellagio Seawall Replacement, Daytona Beach, Florida (2008) – As staff engineer, worked closely with the project manager to design a precast concrete sheet pile wall with tiebacks and deadmen. Responsibilities included initial site assessment; development of wave loads; calculation of loads and overall stability of seawall; sizing of the cap, tierods, and deadmen; and designing for adequate embedment depth and toe protection. Completed the design drawings and technical specifications used in the bidding phase. Assisted in construction site observations and provided oversight during the construction phase.

- Loggerhead Marina Floating Dock Assessment, Miami, Florida (2009) – As staff engineer, conducted an independent structural and wave load analysis of aluminum framed manufactured floating docks. Under the supervision of a professional engineer, calculated the lateral and axial loads on the floating dock units and calculated shear stress of connections as well as the transverse loading capacity of the aluminum floats. Responsible for reviewing manufacturer shop drawings and providing recommendations for design modification based on findings.

- Harbor Branch Bulkhead Investigation, Fort Pierce, Florida (2011) – Lead field engineer responsible for conducting a site investigation to observe the

structural condition of the existing deteriorated bulkhead within the harbor. Performed sub-surface ultrasonic thickness testing of corroding aluminum retaining wall via scuba diving. Conducted full analysis of data collected to determine the overall remaining structural integrity using the thickness readings and calculating corrosion rates of the epoxy coated steel to identify the remaining service life of the wall. Prepared an opinion of probable cost for a phased replacement and/or repair of the bulkhead sections in order to make the project more cost effective.

- Fort Pierce Island Breakwater Project, Fort Pierce, Florida (2012) – Assisted in the structural design of a geosynthetic tube groin field and island breakwater structure. Responsibilities included performing volumetric calculations and evaluating the internal and external stability of the geosynthetic structures during and after the dredged material filling process. Also prepared technical specifications and performed field checks during construction to ensure quality of geotextile tube installations.

- Scotland Cay Dune Core Revetment, Scotland Cay, Bahamas (2013) - As project manager, responsible for preparation and evaluation of design alternatives for each fill and toe protection design along 3,000 feet of shoreline fronting residential homes. The catalyst for this project involved working with the homeowners association along the private island of Scotland Cay to ensure each property owner's needs/concerns were addressed. Prepared calculations for slope stability and volumetric quantities of sand required for restoration of beach. Calculated wave loading on toe protection structure for stability and design scour protection of toe structure. Prepared numerical model analysis for sizing of structure based on slurry density calculations. Prepared a cost estimate and technical specifications for construction.

- Indian Beach Shoreline Stabilization Design & Permitting, Sarasota, Florida (2012) – Responsible for project management and maintained the project budget and schedule. Conducted initial field investigation to collect data, document existing conditions, and extent of bluff erosion. Prepared project scope of work, conducted an alternatives analysis, and worked directly with the client to identify a cost-effective living shoreline stabilization approach. Due to the residential proximity of the park, several meetings were held with local residents and homeowners to ensure project buy-in. Facilitated the bidding and construction phase for the City of Sarasota to include preparation of the design drawings and technical specifications.

- U.S. Army Corps of Engineers (USACE) Montauk Point Dune Restoration, Montauk, New York (2014) – As project manager, worked closely with the USACE New York District to develop a dune restoration project to withstand a 25-year return interval storm. Responsibilities included site characterization of the shoreline, analysis of uplift and lateral wave load forces on individual armoring units, and toe protection design. Assisted USACE with technical specification and design details for bidding purposes.

- Town of Palm Beach Groin Field Design, Palm Beach, Florida (2011) – As staff engineer, worked closely with the engineer-of-record to prepare three groin design alternatives and associated opinions of probable cost for each alternative. Conducted structural calculations to determine the sizing of sheet piles, wale beams, and pull out capacity of bolt connections. Prepared storm damage reduction evaluation and identified critical wave heights and storm surge elevations for various storm return intervals to evaluation overall structural stability.

- Bird Key Park Shoreline Stabilization, Sarasota, Florida (2011) – Project manager for this project which involved planning, stakeholder outreach, design and construction of an articulated concrete mat, seawall, breakwater, and kayak launch portions of a park, which was part of a larger citywide "Blue Trail." The goal of this project was to stabilize the shoreline while providing a 'green' living shoreline-type project. Small reef balls created a breakwater structure to allow for natural accumulation of sand while providing habitat to small fish, oysters, and other native species.

- Mitigation Reef Design and Construction, Venice, Florida (2010) – Conducted stability, bearing capacity, and settlement calculations of the limestone artificial reef units along sandy substrate. Responsibilities included preparation of overturning moment calculations of boulder units subjected to wave and surge loading, as well as scour protection. Provided cost estimates for materials and installation of reef units to include mobilization/demobilization. During construction, led the effort for underwater construction observations via scuba diving, conducted physical measurements and photo documentation of the reef units during construction and as part of post construction monitoring to evaluate the performance.

Yehya Siddiqui

Marine Engineer

Education

M.E. / Coastal Engineering
University of Florida

B.E. / Civil Engineering
University of Nottingham, Malaysia

Registrations / Certifications

Divemaster – Professional Association of Diving Instructors (PADI)

Certified Quality Manager

OSHA 30

Total Years Experience/ Years with Firm

3 / ≤1

Background / Responsibilities

Mr. Siddiqui joined Taylor Engineering in November 2015. Prior to that time, he served as a field engineer, equipment engineer, and estimating engineer for an international marine construction firm. His experience includes performing hydrographic surveys for construction management, cost estimating, designing dredge equipment, quality control reporting, and coordinating subconsultants.

Mr. Siddiqui is experienced with Microsoft Office and Project, AutoCAD, MATLAB, STAADpro, SLOSH, Hypack, SolidWorks, and PLAXIS software applications.

Project Experience

- Audubon Apalachicola Causeway Restoration, Destin, Florida (2016 – Ongoing) – Completing cost estimating tasks.

- Florida Inland Navigation District, Intracoastal Waterway (ICWW) Palm Beach Deepening, Palm Beach County, Florida (2015 – Ongoing) – Project engineer performing construction observation and administration services on the dredging of the ICWW in the vicinity of the Port of Palm Beach. The project will result in the deepening of approximately 3,500 linear feet to -17 ft mean low water immediately west of Peanut Island. Approximately 100,000 cubic yards of dredged material will be placed on the Peanut Island dredged material management area.

- Florida Inland Navigation District, Reach I Permitting and Dredging, St. Lucie County, Florida (2015 – Ongoing) – Completing cost estimating tasks.

- Florida Inland Navigation District, Broward Intracoastal Waterway (ICWW) Deepening, Broward County, Florida (2015 – Ongoing) – Project engineer performing construction observation and administration services on the dredging of the ICWW in the vicinity of the Port Everglades. The project will result in the deepening of approximately 14,400 linear feet to -17 ft mean low. Contractor will dredge approximately 180,000 cubic yard directly into a fully-lined barge, temporarily stockpile and segregate the material on-site or directly transport to the permanent disposal site location.

- Maintenance Dredging of Dana Point Harbor, Orange County, California (2015) – Lead estimator on the bid to dredge and dispose of material that had accumulated within Dana Point Harbor. A total of 92,000 cubic yards of material would be dredged with hydraulic, clamshell, backhoe, and/or barge-based excavator dredges.

- U.S. Navy, Remedial Design and Remedial Action for the Boat Channel Sediments, San Diego, California (2015) – Lead estimator on the bid to remove chemically impacted sediments from the Boat Channel at Installation Restoration (IR) Program Site 12 at the former Naval Training Center. The conceptual design was to dredge the entire areal extent to a depth of 1 to 2 feet, stage the dredged sediments in barges, dewater the barges, and transfer the sediment to an upland disposal site.

- U.S. Army Corps of Engineers Galveston District, Freeport Harbor Entrance Channel Hopper Dredging, Texas (2015) – Lead estimator on a bid to remove 2,440,000 cubic yards with 2 feet of allowable overdepth, from the Freeport Harbor entrance channel and jetty channel. All materials were deposited in offshore placement area.

- U.S. Army Corps of Engineers Galveston District, Galveston Harbor and Channel and Houston Ship Channel, Texas (2015) – Lead estimator on a project that included a total of 2,407,000 cubic yards of maintenance dredging, including 1,527,000 cubic yards of required depth and 880,000 cubic yards of allowable overdepth for the Galveston entrance channel, inner and outer bar channel, and the Houston ship channel. Included in this project was an option for beach placement of 725,000 cubic yards of material from the Galveston Harbor inner bar channel.

- U.S. Army Corps of Engineers New Orleans District, Calcasieu River and Pass, Sulphur, Louisiana (2014) – Lead engineer for the hopper dredge on the Calcasieu River. Duties included project management, hydrographic surveying, computing production volumes, and quality control reports.

- U.S. Army Corps of Engineers Charleston District, Charleston Harbor Entrance Channel Dredging, Charleston, South Carolina (2014) – Field Engineer for a project that involved the dredging of 2.7 million cubic yards of material from the Charleston Harbor entrance channel via a trailing suction hopper dredge.

- U.S. Army Corps of Engineers Galveston District, Galveston Harbor Entrance Channel, Galveston, Texas (2013) - Field engineer on a maintenance dredging project. Three hopper dredges and a drag barge were utilized to remove over 6 million cubic yards of shoaling in the inner and outer bar, Galveston Harbor entrance and Houston ship channel. Responsible for the hydrographic surveying and data processing of the channel and disposal locations. Assisted with daily reports, project management, and safety meetings.

- U.S. Army Corps of Engineers New Orleans District, Southwest Pass Maintenance Dredging, Venice, Louisiana (2013) - Field engineer on a maintenance dredging project of the southwest pass portion of the Mississippi River. At times, there were three separate hopper dredges working on two to three separate projects. Responsible for the completion of daily reports including project updates, completion estimates, QCS reports, and jobsite safety meetings.

Affiliations

Coasts, Oceans, Ports & River Institute (COPRI)

David L. Stites, Ph.D.

Senior Environmental Scientist

Education

Ph.D. / Aquatic Ecology
Emory University

M.S. / Applied Biology and Aquatic Ecology
Georgia Institute of Technology

B.S. / Biology
Eckerd College

Total Years Experience/ Years with Firm

31 / 11

Background / Responsibilities

During his career, Dr. Stites has successfully implemented and managed a wide range of environmentally-focused water resource projects including environmental feasibility evaluations, diagnostic and pilot project studies, wetland and lake restoration design and implementation, wetland impact evaluation, mitigation, design and monitoring, state and federal environmental permitting, and document support for National Environmental Policy Act (NEPA) coordination activities. He has extensive experience presenting such issues to technical and public audiences, as well as negotiating environmental regulatory issues. His expertise is in freshwater, estuarine, and marine environmental matters including wetland restoration, water quality, endangered species, and associated permitting processes in Florida and around the U.S. His experience includes design and permitting of artificial reefs along Florida's Gulf and Atlantic coasts.

Project Experience

- FPL St. Lucie Nuclear Power Plant (Plant), Discharge Canal Headwall Stabilization Project, St. Lucie County, Florida (seawall construction completed in 2012; breakwater is ongoing) — Permitting and environmental support task leader for projects to protect the Plant's discharge canal and headwall from severe coastal erosion. Secured a coastal construction control line (CCCL) permit for the project's ocean seawall. Prepared permit application and provided ongoing coordination for a joint coastal permit (JCP) requesting authorization to construct a series of offshore breakwaters.

- Town of Lantana Emergency Seawall Project, Palm Beach County, Florida (2009) — Task manager for an after-the-fact coastal construction control line permit for a seawall to protect essential infrastructure along a 700-foot municipal park shoreline owned by the Town of Lantana. Key permit issues included construction beyond "emergency level" construction recommended by the Florida Department of Environmental Protection and turtle nesting habitat.

- Dubois Park Wingwall Design, Palm Beach County, Florida (2005) — Task manager for environmental resource permitting of a public park seawall.

- Sand Dollar Island Boardwalk Feasibility Study, Collier County, Florida (2005) — Project manager for development of a boardwalk conceptual design, including natural resources impact assessment and evaluation of regulatory and public issues, responses, and desires concerning management of access to a public beach/federally designated critical wildlife breeding habitat (marine turtles and shorebirds). Project resulted in a follow-up project designing and permitting a dune walkover and public amenities for Tigertail Park in Collier County.

- Fort George Roadway Revetment Design and Permitting, Duval County, Florida (2008) — Project manager for a joint coastal permit application on a project that provided a revetment armoring for a critical FDOT coastal highway running along the Atlantic Ocean, marine turtle nesting habitat, partially within a state park.

- Bathtub Beach Nourishment Project, Martin County, Florida (2010) — Project Manager to protect essential infrastructure of Bathtub Beach County Park and adjacent public roads and utilities from severe beach erosion. Project included

design, permitting, and construction bid support for dredging and beach fill project that involved very sensitive habitats in the St. Lucie Inlet (part of an aquatic preserve) and Bathtub Beach (worm rock reef). Project activities included development of a joint coastal permit application, responses to multiple agency requests for additional information, management of a team of independent consultants to Martin County, development of natural resource documentation for state and federal permit applications, and design of monitoring programs.

- Florida Waterway Properties, Permitting Support for Marina and Canal, Palm Coast, Florida (2007) — Project manager for environmental resource permit application and dredge and fill permit application for a major residential development project. Provided support services such as bird rookery protection, water quality, groundwater modeling, flushing studies, marina design, and seawall design.

- BP Oil Terminal Dredging and Permitting, Duval County, Florida (2011) — Senior scientist, provided permit application support for expansion of terminal basin and dredging area. Project included natural resource surveys, permit application for dredging and submerged land lease revisions, dredging and sediment transport analyses, coordination with state and federal agencies, and QA/QC.

- St. Johns River Water Management District, Eau Gallie River and Elbow Creek Restoration Dredging Project, Brevard County, Florida (2014—Ongoing) – Lead scientist on the final design of the dredging template and dredged material management area, permitting, and construction documents.

- Sykes Creek Dredging Engineering and Permitting Services, Brevard County, Florida (2014 – Ongoing) – Lead scientist on the final design of the dredging template, permitting, and construction documents.

- Manatee Pocket Dredging, Martin County, Florida (2011) — Task manager, oversaw state and federal environmental permits and permit compliance issues for this dredging project that included major permit modifications for management of contaminated sediments, wetland impact assessment, uniform mitigation assessment,, mitigation design, and negotiations with state and federal wetland and wildlife experts. The Florida Engineering Society selected the Manatee Pocket project for an Outstanding Technical Achievement award in 2012.

- Sebastian Inlet District, Sebastian Inlet Channel Completion Design and Permitting Services, Brevard and Indian River Counties, Florida (2007) — Project manager, completed a channel from the flood shoal of the Sebastian Inlet to the Atlantic Intracoastal Waterway which crosses the Indian River Lagoon in an aquatic preserve, with manatee habitat, shellfish waters, and seagrass beds. Mitigation plans included seagrass restoration, seagrass protection, and funding for a proposed stormwater treatment facility in the local area.

- Jupiter Inlet District, Jones Creek Restoration Design and Permitting, Palm Beach County, Florida (2006) — Senior environmental reviewer and task manager for environmental resource permit applications to allow restoration dredging of a tidal creek in Palm Beach County. Issues included protection of hardbottom resources, mangrove wetlands, metal-contaminated sediments, and maintaining aquatic preserve water quality standards.

- Loxahatchee River Oyster Habitat Restoration, Environmental Permit Application Support, Loxahatchee River District, Palm Beach County, Florida (2008) — Developed state and federal permit applications for restoration of oyster habitat in the Loxahatchee River.

- South Palm Beach/Lantana Shoreline Protection Project Environmental Impact Statement (EIS), Palm Beach County, Florida (2013) — Project manager for EIS that evaluated environmental impacts of proposed breakwater and beach fill project to protect 3,400 feet of Palm Beach County, Florida shoreline. Key issues included turtle nesting habitat, hardbottom habitat, listed shorebird species, public access, and structure protection.

- St. Lucie County South Beach and Dune Restoration Project Environmental Impact Statement (EIS), St. Lucie County, Florida (2012) — Project manager for EIS that evaluated environmental impacts of offshore sand dredging and beach fill to protect 3.4 miles of barrier island beach. Key issues included turtle nesting habitat, hardbottom habitat, listed shorebird species, effects of offshore dredging on managed marine fish species and offshore habitats, public access, and structure protection.

Christopher B. Ellis

Senior Environmental Scientist

Education
B.S. / Environmental Science, Aquatic Resources
Virginia Polytechnic Institute and State University

Registration
Authorized Gopher Tortoise Agent

Total Years Experience/ Years with Firm
16 / 16

Background / Responsibilities

Mr. Ellis provides environmental expertise on a wide variety of projects including wetland delineation and habitat characterization, wetland mitigation design and monitoring, ecosystem restoration, state and federal permitting, threatened and endangered species consultation, National Environmental Policy Act (NEPA) documentation, submerged resource surveys, water and sediment sampling and data evaluation, and Phase I and II environmental site assessments.

Project Experience

- Okaloosa County, Okaloosa Island Project Greenshores (Living Shorelines), Florida (2013 – Ongoing) — As senior scientist, developing conceptual design alternatives to create a living shorelines project to protect and enhance a 2,500 linear foot eroding shoreline along Choctawhatchee Bay. Project features include oyster, saltwater marsh, and coastal strand habitat restoration and enhancement. Performed wetlands delineation and submerged resources (e.g., seagrass, oysters) survey. Providing state and federal environmental permitting services.

- Jupiter Inlet District (District), Living Shorelines Program Development, Palm Beach County, Florida (2015) — As project manager and senior scientist, aided the District with development of a program to promote the living shorelines concept within the Loxahatchee River estuary. Developed District-sponsored demonstration project to showcase the effectiveness of living shorelines to stabilize shorelines and enhance aquatic habitat for fish and wildlife.

- Florida School for the Deaf and the Blind, Shoreline Stabilization Project, St. Johns County, Florida (2015) — As permitting task leader, provided state and federal environmental permitting services for the construction of a concrete sheetpile bulkhead to stabilize the adjacent shoreline. Delineated on-site wetlands and designed saltwater marsh mitigation plan to offset unavoidable wetland impacts. Assisted with construction administration and observation. Currently providing mitigation success monitoring services.

- Walton County, Charles E. Cessna Landing Boat Ramp Replacement, Walton County, Florida (2009) — Secured state and federal environmental permits for the replacement of the concrete boat ramp at Charles E. Cessna Landing. Specific duties included natural resources investigation, application development, and agency coordination.

- Republic Financial Corporation, Coastal Vilano Marina, St. Johns County, Florida (2013) — As environmental and permitting lead, provided biological support and permitting services for a proposed 36-slip marina in Vilano Beach. Conducted submerged resources survey to establish baseline habitat conditions. Permitting duties included coordination with Florida Department of Agriculture and Consumer Services (DACS) Division of Aquaculture, application development, impact analysis, and agency coordination.

- City of Fort Pierce, Fort Pierce City Marina Services, St. Lucie County, Florida (2004) — Collected sediment samples and analyzed chemistry testing results. Performed survey within marina basin to identify sensitive natural resources

including sea grasses and hardbottom. Aided in development of mitigation plan to offset anticipated dredging impacts to protected natural resources.

- LandMar Group, LLC, Marina Grand Haven Design and Permitting Services, Flagler County, Florida (2004) — Aided in preparation of an environmental resource permit application for the proposed marina. Mapped existing wetlands and quantified anticipated impact areas resulting from construction. Applied the Uniform Mitigation Assessment Method (UMAM) developed by the Florida Department of Environmental Protection to aid mitigation planning. Developed saltwater marsh mitigation plan to offset impacts.

- St. Joe Company, Pier Park Beachfront Improvements, Bay County, Florida (2007) — As task manager, provided state and federal permitting services for the construction of a large pile-supported beachfront structure. Specific duties included application development, dune restoration design, and agency coordination.

- Palm Beach County, Dubois Park Restoration Project, Palm Beach County, Florida (2009) — Conducted submerged natural resources survey to assess sensitive resources that the proposed project may affect. Provided state and federal environmental permitting support for the construction of various project components including shoreline stabilization, snorkeling lagoon, and docking facility. Permitting duties included application development, impact analysis, and agency coordination.

- Collier County, Tigertail Beach Access and Amenities, Collier County, Florida (2007) — Mapped and characterized natural communities within the project area and quantified potential impacts related to construction of a beach access walkover and restroom facility. As permitting task leader, provided state and federal environmental permitting services including environmental impact analysis, mitigation design, application development, and agency coordination. The project required both coastal construction control line and environmental resource permits from the state and a dredge and fill permit from the U.S. Army Corps of Engineers.

- Florida Department of Environmental Protection, Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, Florida (2015 – Ongoing) – Environmental task leader for the completion of submerged aquatic vegetation surveys needed for the design of shoreline stabilization and recreational improvements on Norriego Point within East Pass.

- St. Augustine Port, Waterway, & Beach District, Mooring Field Expansion, St. Augustine, Florida (2009) – Prepared an environmental resources permit application for the development of three mooring fields – one in Salt Run and two in the Matanzas River north and south of the Bridge of Lions. Coordinated with the University of Florida Law Center in the review of legal and planning issues associated with development of the mooring fields.

- Florida Inland Navigation District, BV-24A Dredged Management Material Area (DMMA), Brevard County, Florida (2015 – Ongoing) – Environmental task leader for the permitting of the BV-24A DMMA, a 112.52-acre area approximately 1,400 feet west of the Indian River shoreline and east of the southeast leg of the Valkaria Missile Tracking Annex.

- Florida Inland Navigation District, BV-4B Design and Permitting, Brevard County, Florida (2014 - Ongoing) – Environmental task leader assisting with field investigations and permitting of a dredged management material area on a 101-acre abandoned citrus grove adjacent to the Intracoastal Waterway.

- Jupiter Inlet District, Mangrove Island Restoration, Palm Beach County, Florida (2013 – Ongoing) —Project manager for the preliminary design and permitting effort to restore a red mangrove island just off the south shore of the Loxahatchee River Central Embayment. Project tasks include submerged resources survey, erosion assessment, restoration design, and environmental permitting.

- Bird Island Trust, Bird Island Restoration Project, Palm Beach County, Florida (2009) — As project manager, provided state and federal environmental permitting and design support for the restoration and enhancement of an 8.9-acre spoil island near South Lake Worth Inlet. Project features comprised mangrove restoration, tidal creek dredging, and shoreline protection. Specific duties included permit application development, restoration design support, wetland and seagrass analysis including Florida's Uniform Mitigation Assessment Method (UMAM), endangered species consultation, agency coordination, bid document preparation, and construction phase support.

M. Noah Adams

Environmental Scientist

Education
B.S. / Marine/Freshwater Biology
Ohio University

Registration
Authorized Gopher Tortoise Agent
(PN GTA-15-00009)

Total Years Experience/ Years with Firm
12 / 1

Background / Responsibilities

Mr. Adams possesses over 12 years experience providing a range of environmental services including: wetland delineations, endangered species surveys, submerged aquatic vegetation studies, mitigation bank permitting, planting, and monitoring; gopher tortoise surveys and relocations, mitigation monitoring activities, regulatory permitting, and Phase I environmental site assessments.

Project Experience

- Florida Department of Environmental Protection, Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, Florida (2015 – Ongoing) – Completing submerged aquatic vegetation surveys needed for the design of shoreline stabilization and recreational improvements on Norriego Point within East Pass.
- WindMark Beach Submerged Aquatic Vegetation (SAV) Survey, Panama City Beach, Florida (2015) – Completed a SAV survey along the WindMark Beach shoreline to assess presence of seagrass for future planning and design of shoreline stabilization.
- Jupiter Inlet District, Moonshine Creek Oxbow Permitting, Palm Beach County, Florida (2015 – Ongoing) – Securing the necessary regulatory permits to restore natural oxbow through placement of rock and dredging in the upper reaches of the northwest fork in the Loxahatchee River.
- Florida Inland Navigation District, BV-4B Permanent Pipeline, Brevard County, Florida (2015 – Ongoing) – Environmental scientist completing a submerged resources survey in the vicinity of the proposed permanent effluent discharge pipeline from the BV-4B dredged material management area to the Intracoastal Waterway.
- DeeDot Timberlands Causeway Rock Revetment, St. Johns County, Florida (2015) – Environmental scientist involved in the development of an engineering design (rock revetment) to stabilize the causeway waterside slope adjacent to San Pablo Creek.
- Eagle LNG Marine Terminal, Jacksonville, Florida (2015) – Environmental scientist, performed sediment sampling for a dredging template and geotechnical investigations to support ongoing conceptual engineering of a new marine terminal.
- San Sebastian River Natural Resources Survey, St. Augustine, Florida (2015) – Environmental scientist for the completion of a natural resources survey of estuarine biological communities, including saltwater marsh, tidal flats, and oyster reefs within a portion of the San Sebastian River.
- North Florida Land Trust (NFLT), Spoil Island Management Plan, Duval County, Florida (2015) – Environmental scientist on the preparation of a management plan for 18 spoil islands owned by NFLT on Big Talbot Island. The plan identified management practices and projects to support the designated use of each

island.

- St. Johns River Water Management District (SJRWMD), Eau Gallie River Muck Dredging Final Design, Brevard County, Florida (2015) – Environmental scientist, conducted field work and sampling for the final dredging design of the Eau Gallie River and Elbow Creek within the Indian River Lagoon.

- Florida Inland Navigation District, BV-4B Design and Permitting, Brevard County, Florida (Ongoing) – Environmental scientist assisting with field investigations and permitting of a dredged management material area on a 101-acre abandoned citrus grove adjacent to the Intracoastal Waterway.

- Jupiter Inlet District, Mangrove Island Restoration, Palm Beach County, Florida (Ongoing) —Environmental scientist for the preliminary design and permitting effort to restore a red mangrove island just off the south shore of the Loxahatchee River Central Embayment. Project tasks include submerged resources survey, erosion assessment, restoration design, and environmental permitting.

- Florida Inland Navigation District, SJ-14 Continued Salinity and Water Level Monitoring and Additional Soil Investigations, St. Johns County, Florida (Ongoing) — Environmental scientist on the continued monitoring and additional soil investigations associated with this 43-acre dredged management material area that was impacted by a dredged material slurry spill in 2006. The additional soil investigations will be the basis for a soil sampling plan.

- Constraint Analysis, Rayonier and Camp Blanding Properties, Clay County, Florida (2012) – Performed a constraint analysis on 2,500 acres associated with due diligence prior to heavy mineral mining. As part of the analysis, the following tasks were completed: wetland delineation, endangered species survey, habitat mapping, setting seasonal high water lines, and groundwater flow mapping.

- Vegetative Quantitative Monitoring and Mitigation Monitoring Report, Nahunta, Georgia (2012–2013) – Conducted field data collection and document production for the release of 213.32 acres of wetland reclamation associated with an inactive heavy mineral mine.

- Vegetative and Hydrologic Monitoring, Northeast Florida (2012–2015) – Performed and oversaw the quantitative/qualitative monitoring of approximately 200 acres of wetland mitigation creation for a heavy mineral mine located in northeast Florida. Duties included completing monitoring design, installation of monitoring wells, data collection, and completing monitoring reports for submittal to federal and state agencies.

- Nuisance Species Maintenance, Florida (2012–2015) – Provided the treatment schedule and oversaw the maintenance activities of subcontractors within approximately 400 acres of wetland creation.

- Updated Conceptual Reclamation Plan (CRP) for 18,000 acres of Chemours' Florida Mine, Baker County, Florida (2014–2015) – Development of this plan included reviewing historical reclamation release documents dating back to the 1940s, matching historical land uses to the updated FLUCFCS classification system, field verification of land uses, GPS mapping of habitat types, and digitizing historical permit documentation into GIS.

- Modification of Chemours' Maxville Mine Environmental Resource Permit (ERP), Baker County, Florida (2015) – Modification of an ERP to expand the mining limits of disturbance to 1,182.97 acres. Performed FLUCFCS mapping, endangered species surveys, and a wetland delineation including an informal review with the Florida Department of Environmental Protection to support the production of the ERP application. Produced the UMAM analysis of impact and mitigation scoring, completed the impact and mitigation cross-sectional figures, completed stream reviews and USACE data sheets, performed slug testing, completed application tables, and coordinated figure production in support of completing the application document.

- 3-D Model of Surface Water/Groundwater, Florida (2014) – Lead the field activities associated with and investigation of 350 acres as to the source of water turbidity. Identified and mapped areas of surficial hydrologic connections using a Trimble Nomad GPS, installed monitoring wells, and performed bi-monthly data collection in support of producing a 3-D model of the landscape and associated hydrologic connections using Leapfrog Hydrologic Software.

Cathleen E. Foerster, AICP

Senior Land Planner

Education
B.A. / Legal Studies
University of Central Florida

Registration
Certified Land Planner – U.S.

Licensed Real Estate Broker - FL

Total Years Experience/ Years with Firm
22 / 2

Background / Responsibilities

Ms. Foerster is a certified land planner and licensed real estate broker with more than 20 years professional experience in land development, land use planning, community planning, and water resource protection and planning. Ms. Foerster focuses her planning efforts on best management practices and low impact designs to limit the impact of the built environment on natural resources. Through her planning experience, she has honed her skills in consensus-building and executed numerous public involvement programs.

Project Experience

- Comprehensive Land Use Planning (2000 – Ongoing) — Review, analyze, and revise, local government comprehensive planning elements (focused primarily on floodplain management, public facilities, environmental protection, and land use elements), land development regulations, zoning codes, and ordinances.

- Water Resources Planning (2007 – Ongoing) — Provide technical assistance to local governments regarding water management district and Florida Department of Environmental Protection regulatory purview, particularly water supply planning and water resource protection policies that are required in local government comprehensive plans.

    - Silver Springs Conservation Area Resource Management Plan, Marion County, Florida – Preparation of a resource management plan that received approval from Marion County and the state Acquisition Restoration Council.

    - Everglades Environmental Impact Study, U.S. Army Corps of Engineers, Okeechobee, Florida – Planning team member on the analysis of water quality impacts in specific areas within the Everglades Agricultural Area.

    - Northwest Hillsborough County Monitoring Well Report for Tampa Bay Water, Hillsborough County, Florida – Planning team member in the preparation of an annual monitoring report that identified issues and solutions regarding groundwater monitoring wells.

- Community Engagement (1994 – Ongoing) — Responsible for public involvement components on community planning initiatives. Specific examples include:

    - Downtown Fort Myers Revitalization Plan, Fort Myers, Florida – Organized and participated in a seven-day charrette attended by over 1,000 persons.

    - Florida Department of Transportation PD&E Study in Leon, Wakulla, and Franklin Counties, Florida – Coordinated and attended over 100 meetings involving state agencies, citizens, and special interest groups. Tracked and responded to comments and served as central information source for over 500 interested persons.

Tab 2. Experience

Summary Tables

The areas of expertise sought by the City of New Smyrna Beach comprise Taylor Engineering's daily work. Marine engineering has been a core service line for the company since its inception in 1983; since then, we have executed nearly 1,000 task orders for marine-related services. Therefore, to provide a concise summary, this tab includes tables that succinctly convey a sampling of our marine engineering project experience involving:

- Grants (Table 1)
- Regulatory and permitting agencies (Table 2)
- Site development (Table 3)
- Original budget versus actual budget – construction costs (Table 4)
- Original budget versus actual budget – consulting fees (Table 5)
- Estimated timelines versus actual timelines (Table 6)

Further, we provide a summary of projects and clients (Table 7) for which we have recently (within the last three years) performed similar work. Notably, Table 7 is not an all-inclusive list of our marine projects. Our waterfront engineering group — a team of professionals dedicated to marine engineering services— has provided services on more than 100 task orders during the last three years. Therefore, to provide a more manageable summary, Table 7 identifies those projects for which our proposed project manager, Jonathan Armbruster, P.E., has served as either principal-in-charge or project manager.

Summary of Litigation, Citations, and Violations

Immediately following the summary tables, we provide a summary statement of all citations, violations, and litigation existing or continuing within the last three (3) years.

Project Descriptions

To provide a more thorough and narrative summary of representative projects, this tab concludes with 14 project descriptions that exemplify the depth and breadth of our experience in the marine environment.

Table 1. Grant-related Projects

Taylor Engineering's clients routinely seek and obtain grant funding to support engineering design services or project construction. We often provide our clients with grant-related support. Our grant services range from leading the application process to providing technical input during application development. Additionally, once grant funding is secured, Taylor Engineering is accustomed to providing technical support for grant management and compliance. The table below highlights Taylor Engineering projects which have benefited from grant funding.

Project Name	Recipient	Funding Entity	Funding Amount
Eau Gallie River and Elbow Creek Restoration Dredging	St. Johns River Water Management District	FDEP	$20,000,000
		FIND	$2,500,000
		City of Melbourne	$50,000
Dubois Park Waterfront Redevelopment	Palm Beach County	FDEP	$1,800,000
		FIND	$61,854
Waterfront Commons	City of West Palm Beach	FIND	$5,150,000
Miramar Beach Parking Structure	Walton County	FEMA	$4,000,000
Lighthouse Park Boat Ramp and Floating Dock	St. Augustine Port, Waterway & Beach District	FIND	$168,100
Salt Run Dredging			$1,842,054
San Sebastian River Dredging			$350,694
Norriego Point Shoreline Stabilization	City of Destin	NRDA Gulf Spill Restoration	$10,200,000
		FDEP	$3,700,000
Okaloosa Island Beach Restoration/Access	Okaloosa County	FDEP	$7,000,000
Artificial Reef Program	Okaloosa County	FWC	$340,000
East Pass Maintenance Dredging	Okaloosa County and City of Destin	USACE	$1,000,000
Section 204 Study (Beneficial Uses of Dredged Material)	Okaloosa County	USACE	$200,000
Summer Haven Restoration	St. Johns County	FDEP	$3,300,000

List of Acronyms

FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FIND	Florida Inland Navigation District
FWC	Florida Fish and Wildlife Conservation Commission
NMFS	National Marine Fisheries Service
NRDA	Natural Resource Damage Assessment
SFWMD	South Florida Water Management District
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service

Table 2. Marine Projects that Involved Regulatory Permitting and Coordination

Our technical experience with environmental regulation includes federal, state, and local environmental permits acquisition; habitat characterization and mapping; mitigation design; permit compliance monitoring; endangered/threatened species, wetland, watershed, natural resource studies and other natural resource management plans; long-term monitoring; and field data collection and analysis. With our clear understanding of regulatory issues, we have developed valuable professional relationships with regulatory agencies over the years. The list below represents a cross-section of our marine project and permitting experience.

Project Name	Project Type	Client	Permitting Entity
Eau Gallie River and Elbow Creek Restoration Dredging	Dredging and Dredged Material Management; Environmental Restoration	St. Johns River Water Management District	City of Melbourne, FDEP, USACE, USFWS, NMFS
Dubois Park Waterfront Redevelopment	Floating and Fixed Docks; Bulkheads; Breakwaters; Dredging	Palm Beach County	SFWMD, USACE
Waterfront Commons	Floating Docks; Waterfront Park Development	City of West Palm Beach	FDEP, USACE City of West Palm Beach
Lighthouse Park	Dredging, Boat Ramp, and Floating Dock	St. Augustine Port, Waterway & Beach District	FDEP, USACE, FWC, USFWS
Salt Run	Dredging		FDEP, USACE
San Sebastian River	Dredging		FDEP, USACE
Avenida Menendez	Seawall; Stormwater/ Flood Reduction; Utilities	City of St. Augustine	FEMA, FDEP, USACE Department of State, Division of Historical Resources
Miramar Beach Park	Beach Access Parking Structure	Walton County	FDEP South Walton Utility Company
Tigertail Park	Boardwalk; Beach Access; Public Restroom Facilities	Collier County	FDEP, USACE Collier County City of Marco Island
San Juan Waterfront Redevelopment	Bulkhead; Floating Docks; Pedestrian Access; Water Taxi Piers; Seaplanes	FC San Juan Waterfront LLC	USACE Commonwealth of Puerto Rico
Ted Sperling Park	Boardwalks	Sarasota County	FDEP, USACE
FL-8 Dredged Material Management Area	Boardwalk and Shoreline Protection	Florida Inland Navigation District	FDEP, USACE
Causeway Bulkhead	Bulkhead and Seawall	Florida School for the Deaf and Blind	FDEP, USACE
Norriego Point	Shoreline Stabilization and Park Development	FDEP and City of Destin	FDEP, USACE

Table 3. Marine Site Development Projects

Marine projects often extend beyond the water's edge. Many marine and waterfront projects include traditional upland development and civil engineering components. The table below provides a summary of Taylor Engineering's recent projects which included significant upland components that required civil engineering design in addition to marine engineering services.

Project Name	Project Type	Client	Upland Site Development Components
Avenida Menendez	Seawall	City of St. Augustine	Pedestrian Promenade Stormwater Utilities Lighting Landscaping ADA Accessibility
North 2nd Street	Port Roadway Widening	St. Lucie County	Roadway Stormwater Utilities
Tigertail Park	Boardwalk	Collier County	Restroom Facility Parking Water and Sewer ADA Accessibility
Miramar Beach Park	Parking Structure	Walton County	Restroom Facility Stormwater Water and Sewer Roadway ADA Accessibility
Waterfront Commons	Floating Docks	City of West Palm Beach	Pedestrian Promenade Roadway Utilities
Dubois Park Waterfront Redevelopment	Floating and Fixed Docks	Palm Beach County	Work around Existing Structures/Buildings
San Juan Waterfront Redevelopment	Floating Docks and Piers	FC San Juan Waterfront LLC	Marine Utilities Lighting Pedestrian Access
Ted Sperling Park	Boardwalks	Sarasota County	ADA Accessibility Boardwalks
Leesburg Seaplane Ramp and Floating Dock	Seaplane Ramp and Floating Dock	City of Leesburg (via AVCON)	Taxiway and Runway Coordination
FL-8 Dredged Material Management Area	Boardwalk and Shoreline Protection	Florida Inland Navigation District	Pedestrian Bridges Park/Greenway Connectivity

Table 4. Construction Costs – Original Budget versus Actual Budget

Taylor Engineering has a robust record of cost estimation for ocean, coastal, marine, and waterfront engineering projects. From our knowledge of construction techniques and construction feasibility, we prepare project construction cost estimates or value-engineer project details to meet our clients' budget and schedule constraints. Our strength in developing cost-effective projects and preparing construction cost estimates allows our clients to manage their budgets and schedules and achieve project goals to the highest attainable technical standard. Taylor Engineering has an excellent record of preparing accurate construction cost estimates; actual construction costs generally come within 10% of our estimates. The table below highlights a few specific projects.

Project Name	Client	Estimated Construction Cost	Actual Construction Cost
Eau Gallie and Elbow Creek Restoration Dredging	St. Johns River Water Management District	$20,700,000	$18, 550,000 (bid value; construction pending)
Intracoastal Waterway Deepening near Port of Palm Beach	FIND	$1,986,885	$2,689,780 (not final; will decrease with final quantities)
MSA-434 Dredged Material Management Area	FIND	$2,500,000	$2,600,000
MSA-726 Dredged Material Management Area	FIND	$578,700	$607,300
NA-1 Dredged Material Management Area	FIND	$3,500,0000	$3,800,00
Salt Run Dredging	St. Augustine Port, Waterway & Beach District	$665,000	$611,000
Lighthouse Park Boat Ramp and Floating Dock	St. Augustine Port, Waterway & Beach District	$206,000	$201,000
Causeway Bulkhead	Florida School for the Deaf and Blind	$738,000	$727,000
Miramar Beach Parking Structure	Walton County	$4,100,000	$4,300,000
Avenida Menendez Seawall	City of St. Augustine	$6,400,000	$6,400,000
Lantana Seawall	Town of Lantana	$1,500,000	$1,500,000
San Juan Piers 7 & 8	FC San Juan Waterfront LLC	$16,400,000	$16,200,000
Waterfront Commons Floating Docks	City of West Palm Beach	$3,300,000	$3,100,000

Table 5. Consulting Fees – Original Budget versus Actual Budget

To manage schedules and control costs, Taylor Engineering uses Deltek's VISION software and an in-house developed *Taylor Project Manager*© to track all aspects of its projects. Taylor Engineering's professional staff use *Taylor Project Manager*© to review weekly project financial updates showing staff hours expended, labor, and other costs associated with each project. This weekly project accounting, coupled with knowledge of percent of work completed, ensures that a project stays on track and within budget.

Taylor Engineering's in-place quality control, staff, and management tools will promote effective, efficient, high quality, and successful execution of New Smyrna Beach projects. Taylor Engineering commits to providing services efficiently, promptly, and within time and budget requirements while producing high-quality products.

Project Name	Client	Services	Negotiated Fees for Services	Actual Cost to Provide Services	Explanation for Variance
Miramar Beach Parking Structure	Walton County	Design, Permitting, and Construction Administration	$541,633.71	$551,811.90	Additional utility design and permitting due to unforeseen site conditions
Dubois Park Waterfront Redevelopment	Palm Beach County	Design, Permitting, and Construction Administration	$365,476.00	$365,476.00	N/A
Lantana Seawall	Town of Lantana	Design, Permitting, and Construction Administration	$144,138.00	$143,842.30	Completed project slightly under budget
Seaplane Ramp and Floating Dock	City of Leesburg (via AVCON)	Design, Permitting, and Construction Administration	$56,102.60	Services not yet complete, but will exceed contract fee by approx. 3%.	Geotechnical conditions required design of pile foundation for ramp
Eau Gallie and Elbow Creek Restoration Dredging	St. Johns River Water Management District	Design, Permitting, Waiver Management, and Construction Documents for Dredging and Dredged Material Management Area	7 task orders to date totaling: $1,506,404.07	$1,439,693.73	Work ongoing

Table 6. Estimated Timelines versus Actual Timelines

To maintain a project schedule, Taylor Engineering tracks milestones, resources, and project progress. We routinely use Microsoft Project or Microsoft Excel to generate the project schedule, depending on the complexity of the project and the client's preference. We consider our ability to develop, maintain, and manage the schedule as our key responsibility on any project. We integrate schedule development into our project planning, estimating, and programming support in specific coordination with our client's requirements and systems.

Project Name	Task	Deadline per Schedule	Actual Submittal Date	Explanation for Variance
Leesburg Seaplane Ramp and Floating Dock – Design Phase	15% Design Plans	11/6/15	11/2/15	N/A
	30% Design Plans	12/18/15	1/22/16	Owner schedule modification
	100% Design Plans and Final Construction Drawings	7/29/16	Pending	N/A
	Technical Specifications	7/29/16	Pending	N/A
	Opinion of Probable Cost	7/15/16	Pending	N/A
San Juan Waterfront Redevelopment – Design Phase	Site Visit /Kick-Off Meeting	4/15/2010	4/15/2010	N/A
	Permit Drawings	8/3/2010	8/1/2010	N/A
	Completed Construction Documents	11/9/2010	11/24/2010	Owner-accepted schedule change for data collection
	Bid Review and Contractor Selection	2/1/2011	2/24/2011	Owner-accepted schedule change due to above item
	Construction Commencement	2/22/2011	6/29/2011	Owner delays in issuing construction contract
Eau Gallie and Elbow Creek Restoration Dredging – Design Phase	FDEP Permit Receipt	9/20/2015	9/10/2015	N/A
	Final Bid Documents	12/24/2015	12/23/2015	N/A
	Bidding/Contractor Selection	1/28/2016	2/28/2016	Provided additional bidding time at contractors' requests
	Construction Commencement	4/15/2016	Pending	N/A
Lighthouse Park Floating Dock	Conceptual Design and Permitting	9/1/2008	9/4/2008	Minor extension of permit agency review period
	Final Design and Bidding	7/15/2015	7/2/2008	N/A
	Site Investigations	1/29/2010	1/29/2010	N/A
FPL Seawall – Design and Construction	Feasibility Report	2/26/2010	2/26/2010	N/A
	Preliminary Design Package	4/30/2010	5/3/2010	Owner-accepted schedule adjustment
	FDEP CCCL Permit Received	12/1/2010	12/6/2011	Minor extension of permit agency review period
	Final Seawall Design Package	1/27/2011	2/10/2011	Owner-accepted schedule adjustment

Table 7. Summary of Recent Marine Projects

Taylor Engineering has executed 118 marine-related task orders during the last three years. Therefore, to provide a manageable list for the City's review, the projects below relate specifically to our proposed project manager, Jonathan Armbruster, P.E.'s, recent roles as either the principal-in-charge or project manager during the last three years. As principal-in-charge (PIC), Mr. Armbruster provides oversight and QA/QC. As project manager (PM), he is responsible for daily project management and deliverables.

Project Name	Project Type	Client	Armbruster's Role	Date Started/ Completed	Project Cost
Fort Gates Ferry Terminal	Terminal Rehabilitation	Putnam County	PIC	9-23-15/ Ongoing	$204,082.00
Drayton Island Ferry Terminal	Terminal Rehabilitation	Putnam County	PIC	2-25-16/ Ongoing	$89,077.50
Intracoastal Waterway Deepening Palm Beach South	Dredging Design and Permitting	FIND	PIC	1-12-16/ Ongoing	$264,122.30
BV-24A	Dredged Material Management Area	FIND	PIC	12-2-15/ Ongoing	$556,108.90
Ted Sperling Park	Boardwalks	Sarasota County	PIC	8-13-15/ Ongoing	$93,749.00
Leesburg Seaplane Ramp and Floating Dock	Seaplane Ramp and Floating Dock	City of Leesburg (via AVCON)	PIC	11-5-14/ Ongoing	$56,102.60
Towers of Jacksonville Bulkhead Evaluation	Bulkhead Evaluation	Retirement Foundation of America	PIC	2-14-16/ 3-11-16	$4,840.00
BV-52	Dredged Material Management Area	FIND	PIC	2-6-15/ 6-15-15	$46,694.00
G-58	Headwall Stabilization	SFWMD	PIC	10-24-14/ 3-1-16	$94,843.31
Wooten Park Boat Ramp	Seaplane / Boat Ramp Final Design	City of Tavares (via AVCON)	PIC	6-5-14/ 12-17-14	$39,686.00
Dee Dot Causeway	Abutments and Revetment Design	Estuary LLC	PIC	4-4-14/ 9-4-15	$144,194.00
North 2nd Street	Construction Administration	St. Lucie County	PIC	10-16-13/ 2-9-15	$165,866.57

Table 7. Summary of Recent Marine Projects (continued)

Project Name	Project Type	Client	Dated Started	Date Completed	Project Cost
Eagle LNG	Marine Terminal Design	Eagle LNG	PM	12-19-14/ Ongoing	$419,055.00
Sykes Creek	Dredging and DMMA Design and Permitting	Brevard County	PM	8-22-14/ Ongoing (concludes summer 2016)	$639,170.17
Eau Gallie and Elbow Creek Restoration Dredging	Dredging Design, DMMA Design, Permitting, Waiver Management, and Final Construction Documents	SJRWMD	PM	3-29-13/ Ongoing (concludes summer 2016)	$1,506,404.07
Manalapan Seawall	Code Review related to Seawall	Town of Manalapan	PM	5-30-13 6-27-13	$4,430.00
Five Mile Creek	Wetland Mitigation Design	Scheda Ecological Associates	PM	1-17-13/ 11-8-13	$39,830.00

Litigation, Citations, and Violations within the last Three Years

The summaries below describe all litigation in which Taylor Engineering has been a party within the last three years. Each litigation summary includes a brief description of the dispute, description of circumstances giving rise to the dispute, actions attempting to settle the matter, and current status.

Case Name: ***Alan Mincer vs. Santa Maria Restaurant, Inc.; Carlito Corporation; City of St. Augustine; C&D Construction, Inc.; and Taylor Engineering, Inc.***

Claim: This litigation involved a fall that occurred on the evening of October 8, 2012. Dr. Alan Mincer alleged as he departed the Santa Maria restaurant in St. Augustine, Florida, he fell approximately three feet from the sidewalk/walkway to the street. Dr. Mincer brought suit against the restaurant and the City of St. Augustine (city). Subsequently, C&D Construction and Taylor Engineering were added as parties to the lawsuit because of their contract with the city for work on the seawall adjacent to the restaurant. Taylor Engineering designed and provided construction observation services for renovation of the seawall. At the time of the incident, the contractor (C&D Construction) had not commenced construction in the immediate vicinity of the restaurant. The conditions alleged to have caused the fall remained unaltered from historic conditions. The control of the access point and the site of the alleged accident were not under Taylor Engineering's purview. Therefore, Hartford Insurance (Taylor Engineering's comprehensive liability insurer) secured Taylor Engineering's immediate dismissal from this suit.

Final Outcome: Dismissed

Case Name: ***Dickerson Florida, Inc. vs. Taylor Engineering, Inc.; Michael D. Whelan, P.E.; Robert J. Wagner, P.E.; and Steven Schropp, Ph.D.***

Claim: Dickerson Florida (Dickerson), a dredging contractor, claimed that Taylor Engineering's dredged material management area (DMMA) design for the Manatee Pocket dredging project was inadequate and that Dickerson could not offload dredged material from the DMMA in a timely manner. Dickerson asserted that it suffered cost overruns due to the allegedly negligent design. Taylor Engineering responded that the DMMA met professional engineering standards of care, adequately contained the dredged sediments, and met all permit conditions for the award-winning project.

Final Outcome: The parties presented their case in a jury trial conducted October 27–November 7, 2014. On November 7, 2014, the jury found Dickerson's claim completely without merit. Taylor Engineering did not breach its contract with Dickerson and did not commit any negligent acts. Further, the jury found Dickerson guilty of breach of contract with Taylor Engineering and assessed Dickerson with responsibility for financial damage suffered by Taylor Engineering due to Dickerson's breach.

Bahia Urbana — Waterfront and Marine Structures Engineering

Project #1

Contact

Tom Archer
(formerly Sr. Vice President with FC San Juan Waterfront, LLC)
Skanska USA Commercial Development
1776 Wilson Boulevard
Suite 250
Arlington, VA 22209
(703) 351-2707
tom.archer@skanska.com

Key Elements

- Marine Structures Design
- Concept Design and Studies
- Bulkhead and Seawall Design
- Dredging and Dredged Material Management Engineering
- Construction Documents
- Construction Cost Estimating
- Piers, Docks, and Wharfs
- Site Development
- Mooring Design
- Construction Phase Engineering

Completion Date

2013

Fees

$1.69 million

San Juan, Puerto Rico



Bahia Urbana replaced aging and failing port infrastructure to stimulate economically, socially, and environmentally sustainable growth

Taylor Engineering served as a member of a design and land development professionals team assembled to tackle a comprehensive redevelopment program for the San Juan waterfront in Puerto Rico. The project site - an aging port facility in the heart of San Juan - presented a unique set of challenges and opportunities. Past uses included Navy and Army facilities, commercial and industrial port terminals, government facilities, as well as small craft marinas and recreation amenities. Nearby, the waterfront hosts a number of popular cruise ship terminals. The project team revitalized, retrofitted, and replaced aging and failing port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments. Taylor Engineering's marine structures services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, dredging, and other waterfront facilities.

Playing a lead role as the team's waterfront and marine structures engineer, Taylor Engineering provided services ranging from feasibility assessment through final engineering and construction phase services. Work included evaluation of existing marine infrastructure, value engineering for retrofit and replacement alternatives, and design and construction phase engineering for new marine structures. Design challenges included poor geotechnical conditions and seismic design requirements for bulkhead structures. Constructed project features include floating dock water taxi terminal and seaplane berth, pedestrian bridge, pier bulkheads, and mooring dolphins.

Project #2

Contact

Ralph Brown, P.E.
Project Manager
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, Florida 32909
(321) 676-6610

Key Elements

- Dredging Studies and Feasibility Assessment
- Dredging Engineering
- Dredged Material Management Engineering
- Sediment Quality Evaluation
- Environmental Permitting
- Data Collection – Bathymetric Surveys, Geotechnical Data, Laboratory Analysis
- Public Meetings and Stakeholder Interaction
- Dredging Pipeline Design and Upland Engineering

Completion Date

Ongoing

Fee

$1,506,403

Eau Gallie River and Elbow Creek Restoration

Brevard County, Florida



Confluence of the Eau Gallie River with the Indian River Lagoon

As a remedy to the Eau Gallie River and Elbow Creek sedimentation problems, which affect water quality in both waterbodies and contribute to shoaling in the Indian River Lagoon and Intracoastal Waterway, the St. Johns River Water Management District (SJRWMD) proposes to dredge nearly 700,000 cubic yards of muck sediment as an environmental restoration project. Taylor Engineering prepared a feasibility study and supporting detailed cost estimates in early 2014 for this project. Taylor Engineering is now preparing the final design of the dredging template and dredged material management area, preparing construction documents, and completing permitting.



In addition to dredging and dredged material management design, work includes seeking temporary pipeline easements and license agreements from seven upland owners including the City of Melbourne, Brevard County, the City of Melbourne Airport Authority, as well as multiple private owners. Engineering tasks include design for directional drill pipeline installation beneath two major road crossings as well as design for a railroad crossing. Permitting efforts seek authorizations from the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, City of Melbourne, and Brevard County. Taylor Engineering is providing bid assistance and will assist with project construction administration for the $20 million, 30-month project.

Project #3

Contact

Dan Bates
Deputy Director
Environmental Resource Management
Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
(561) 233-2445
dbates@co.palm-beach.fl.us

Key Elements

- Waterfront Park Redevelopment
- Manatee Considerations
- Marina Day Docks
- Dredging Design
- Shoreline Protection
- Snorkeling Area Design
- Project Planning
- Natural Resource Evaluation
- Engineering Design Drawings and Specifications
- Construction Documents
- Environmental Permitting
- Flushing Analysis

Completion Date

2010

Fee

$365,476

Dubois Park Redevelopment

Palm Beach County, Florida



Taylor Engineering designed Dubois Park's artificial reef snorkeling area for shoreline protection, public enjoyment, and manatee safety.

Taylor Engineering completed Phase I (feasibility and planning) and Phase II (permitting and engineering design) for the redevelopment of Dubois Park in northern Palm Beach County. Dubois Park, a county-owned and operated park, lies along the southern shoreline of the Jupiter Inlet.

Phase I involved an evaluation of existing park facilities, a natural resource survey, conceptual layouts for a day dock, shoreline protection, and several snorkeling area configurations. In addition, Taylor Engineering developed a numerical model of the area to assess flushing conditions and hydrodynamic changes resulting from the proposed improvements. Staff members met with the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers on site to discuss the proposed project.



Dubois Park's Visitor Day Docks

During Phase II, Taylor Engineering prepared the application and secured an environmental resource permit. Environmental issues included water quality concerns, seagrass impacts, and manatee safety. With the permit in hand, Taylor Engineering prepared engineering design drawings and specifications for all project components. Project features included 700 linear feet of vinyl sheet pile bulkhead, concrete pile-supported day-use timber docks, dredging, shoreline riprap, and an offshore natural stone reef breakwater to enclose and protect a recreational snorkel area. In addition to providing visitor dock facilities, the project included fixed docks to moor a life-rescue boat and a law enforcement vessel, as well as a floating dock to serve as a water taxi terminal.

In 2012, the Dubois Park Redevelopment Project received the National Association of County Park and Recreation Officials (NACPRO) *Park and Recreation Facility Class II Award*.

Project #4

Contact

Ken Rearden
(formerly with the City of West Palm Beach)
Director of Public Works and Engineering
Hall County, Georgia
PO Drawer 1435
Gainesville, GA 30503
(770) 531-6800

Key Elements

- Concept Design and Studies
- Docks and Marina Design
- Coastal Conditions Assessment
- Environmental Permitting
- Floating Dock Design
- Marina Amenities Planning and Design
- Construction Observation

Completion Date

2009

Fee

$571,301



Waterfront Commons Floating Docks

West Palm Beach, Florida



Opened in 2009, Waterfront Commons received the Beacon of Light Award, which recognizes the Marine Industries Association's Project of the Year

Taylor Engineering helped the City of West Palm Beach design, permit, and construct a series of floating docks for Waterfront Commons, the centerpiece of the City's downtown redevelopment program for the Lake Worth Lagoon waterfront. This work required coordination with the Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and local building officials. These floating docks, with additional design elements that include seating areas, planting areas, and public art, bring the waterfront park's theme into the surrounding marine environment.

Taylor Engineering provided marine engineering design and construction expertise to the City's project design team, which included planners/architects, landscape architects, lighting consultants, utility designers, and city planners. Taylor Engineering also provided construction administration and observation services.



Aerial view of the Waterfront Commons floating docks

Miramar Beach Parking Structure Replacement Design, Permitting, and Construction Administration

Project #5

Contact

Brad Pickel
c/o Seahaven Consulting
South Walton Co. Tourist Development Council
P.O. Box 1248
Santa Rosa Beach, FL 32459
(843) 379-1005
bpickel@seahavenconsulting.com

Key Elements

- Coastal Storm Surge, Wave Height, and Scour Determination
- Pile-Supported Structures Design with Wave Loading
- Pile PDA Testing
- High-Performance Marine Concrete Design
- ADA Accessibility Design
- FDEP CCCL Permitting
- Dune Vegetation Design
- Turtle-Friendly Lighting Design
- Utility Relocation and Design
- Construction Drawings and Technical Specifications
- Contract Documents and Support
- Construction Administration and Inspection Services

Completion Date

2009

Fee

$541,633

Walton County, Florida



Cast-in-place concrete beams support the parking area fronting the Gulf of Mexico.

Walton County owns a public beach access parking area on Scenic Gulf Drive fronting the Gulf of Mexico. Hurricanes (Ivan in 2004 and Dennis in July 2005) and tropical storms came ashore nearby and severely damaged the parking lot. The county, seeking a more permanent public beach access, retained Taylor Engineering to design and permit a beachfront parking structure. The project included construction of a single-level concrete parking structure supported by 181 prestressed concrete piles, installation of a sheetpile upland retaining bulkhead, and relocation of roadside utilities. In coordination with these design services, Taylor Engineering applied for and obtained FDEP Coastal Construction Control Line (CCCL) permits for both the concrete structure and replacement of the frontal dune system. In addition, Taylor Engineering provided the county with bid and construction administration services. Construction phase services included on-site observation, contractor submittal review, pay application review, and project closeout and final certification.



Hurricane erosion destroyed the original asphalt parking lot.



The new pile-support parking structure opened in time for Spring Break 2009.

Tigertail Park Beach Access Feasibility, Design, and Permitting

Collier County, Florida

Project #6

Contact

Clinton Perryman
Coastal Zone Management
Project Manager
Collier County
3299 E. Tamiami Trail, Suite 103
Naples, FL 34112
(239) 252-4245
ClintonPerryman@colliergov.net

Key Elements

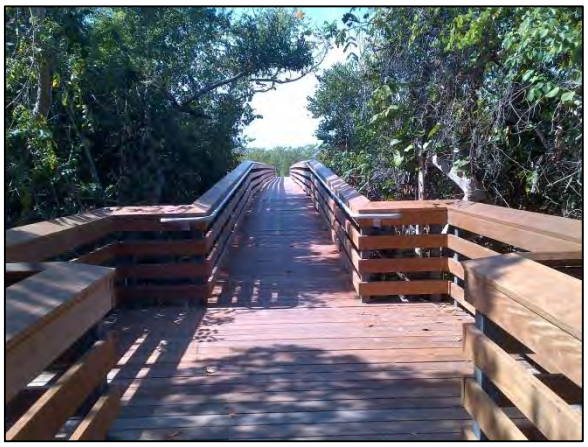
- Boardwalk Feasibility
- Beach Walkover Design and Engineering
- Utilities Design and Engineering
- State and Federal Environmental Permitting
- Natural Resources Investigation and Impact Analysis
- Agency Coordination
- Bid Assistance

Completion Date

2011

Fee

$148,633



ADA-compliant beach access walkover

Taylor Engineering evaluated the engineering and environmental permit feasibility of constructing a boardwalk from Tigertail Beach Park to Sand Dollar Island, a barrier island ecosystem adjacent to the park in Collier County. Due to the development of Sand Dollar Island, the park no longer borders the Gulf of Mexico. The county wished to evaluate the feasibility of constructing a direct access to the Gulf beach. The engineering design considered structural requirements in a fully exposed location, environmental impacts, and visual aesthetics. The environmental impact analysis considered the primary, secondary, and cumulative effects of the proposed structure. In addition, Taylor Engineering conducted extensive discussions and meetings concerning the proposed project with regulatory agencies and environmental interest groups. The final feasibility report found that while a structure could survive and function in the high-energy marine environment, the permitting of such a structure would prove very difficult. Given the numerous state and federal environmental protections afforded the island, such a project would generate considerable public concern.

Based on the results of the feasibility study, the county decided to design and permit a 350-foot, ADA-compliant beach access walkover near the south end of the Tigertail Beach Park property as a partial solution to the beach access problem. Collier County retained Taylor Engineering to design and permit the walkover and utilities (water, sewer, and electric) to support an amenities building near the walkover entrance. Taylor Engineering's design consisted of a pile-supported walkway with a resting platform, observation deck, and ADA-compliant ramp. The design minimizes impact to mangroves and dune vegetation and incorporates eco-friendly materials such as recycled plastic lumber and piles.

The project required three separate environmental permits including state environmental resource (ERP) and coastal construction control line (CCCL) permits from the Florida Department of Environmental Protection and a federal dredge and fill permit from the U.S. Department of the Army.

Emergency Seawall Design, Permitting, and Construction Administration

Palm Beach County, Florida

Project #7

Contact

Mike Bornstein
Former Town Manager
Town of Lantana
Currently:
Lake Worth City Manager
7 North Dixie Highway
Lake Worth, FL 33460
(561) 586-1689

Key Elements

- Emergency Evaluation
- Structural Analysis and Design
- Seawall Design
- Helical Anchor Design
- Shoreline Stabilization
- CCCL Environmental Permitting
- Wave Modeling
- Construction Documents and Observation
- Cost Estimating

Completion Date

2009

Fee

$144,138



Erosion caused significant damage to a town park.



Emergency seawall construction completed in April 2009.



Aerial view of Lantana seawall construction, January 2009

During a violent nor'easter storm in October 2008, the Town of Lantana waterfront park suffered extreme beach and dune erosion. The erosion destroyed beachfront sidewalks and access ramps and threatened to cause two beachside buildings to collapse into the ocean.

The town council issued an emergency order and retained Taylor Engineering to evaluate and provide a design for an emergency seawall. Taylor Engineering immediately ordered geotechnical and survey work and prepared an initial structural design based on immediately available material. Concurrently, Taylor Engineering began a dialogue and permit application process with the Florida Department of Environmental Protection.

The extremely dense layer of compacted sand just below the beach surface, the close proximity of the Ritz-Carlton hotel and the Imperial Condominiums, and the two buildings balanced on the edge of the eroded dune scarp compounded the design challenges. These circumstances precluded the use of conventional pile-driving equipment - any vibration would prove detrimental to the safety of the buildings. Given the precarious conditions, Taylor Engineering designed the structure with readily available steel sheetpile and helical anchor tiebacks under the existing buildings. The selected contractor applied the Giken "press-in" method to install the sheet pile and prevent vibration. Taylor Engineering also worked closely with Palm Beach County to provide dune restoration as part of the overall shoreline stabilization. The resulting system provides protection against a 50-year design storm, which approximately equates to a Category 3 hurricane.

Construction of the $1.5 million project began in January 2009. Taylor Engineering's construction administration services included providing on-site construction observation and coordination, reviewing contractor submittals, and ensuring compliance with permit conditions and design specifications. The project reached successful completion in April 2009.

Project #8

Lighthouse Park Boat Ramp, Floating Dock, and Dredging Engineering

St. Augustine, St. Johns County, Florida

Contact

Carl Blow, Former Chairman
St. Augustine Port, Waterway, & Beach District
P.O. Box 4512
St. Augustine, FL 32085
(904) 710-2655
jcblow@bellsouth.net

Key Elements

- Feasibility Study
- Environmental Permitting
- Floating Dock Design
- Coastal Analysis
- Dredging Template Design
- Construction Drawings and Specifications
- Performance Floating Dock Specification
- Bid Assistance
- Construction Administration
- Dredging

Completion Date

2008

Fee

$69,959



Lighthouse Park concrete floating docks under construction

The St. Augustine Port, Waterway, & Beach District contracted Taylor Engineering to evaluate and design improvements to the Lighthouse Park boat ramp on Salt Run in St. Johns County, Florida. Taylor Engineering began the project with a feasibility study for dredging sediments deposited around the boat ramp and replacing a deteriorated floating dock with a larger facility.

After the feasibility study, Taylor Engineering designed a new concrete floating dock, completed engineering design for dredging around the boat ramp, and successfully acquired both state and federal permits for all aspects of the project. Project tasks included preparing the final construction drawings and specifications, developing concrete floating dock performance specifications, and providing bid assistance, construction administration, and final project certification and closeout.

Project #9

Contact

David Ponce
Conch House Marina Resort
57 Comares Avenue
St. Augustine, FL 32084
(904) 829-8646

Key Elements

- Basin Design and Site Layout
- Stormwater System, Bulkhead, and Marina Structure Design
- Construction Administration
- Dredging Design
- Shoreline Stabilization
- Mitigation Design
- Permitting

Completion Date

2001

Fee

$125,828

Conch House Marina Site Planning, Renovation, Design, and Permitting

St. Augustine, St. Johns County, Florida



Conch House Marina

To meet the demands of the growing tourist industry in St. Augustine, the owners of the Conch House Marina Resort initiated a renovation and expansion project to upgrade their existing marina facilities. Taylor Engineering provided assistance with planning and project layout, obtained the required state and federal environmental permits, and designed renovations and new facilities. Taylor Engineering designed a vinyl sheet pile bulkhead along the resort shoreline, a new fixed elevated concrete walkway, pile foundations for several new structures located within the dock complex, and the expanded marina basin. The dewatering plan for dredged material from the basin took into account the limited upland space available for the work. The dredged material provided backfill for the bulkhead and a base to build marsh and intertidal mudflats for environmental mitigation. Work for the environmental permit applications included natural resource mapping using GPS and GIS. Taylor Engineering coordinated with state and federal regulatory agencies to resolve critical permitting issues related to wetland mitigation and manatee protection.

Engineering Services for the Fort Pierce City Marina

Fort Pierce, St. Lucie County, Florida

Project #10

Contact

Jack Andrews, P.E.
City Engineer
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3773
jandrews@ftpierceeng.com

Key Elements

- Flushing Analysis
- Coastal Hydrodynamic Modeling
- Field Data Collection
- Marine Utilities Design
- Marine Structures Design
- Construction Drawings
- Contract Documents
- Technical Specifications
- Natural Resource Survey
- U.S. Army Corps of Engineers Permitting
- Florida Department of Environmental Protection Permitting
- Concept Design and Studies
- Docks and Marinas

Completion Date

2004

Fee

$166,544



Preliminary expansion plan

Beginning in 2001, the City of Fort Pierce contracted Taylor Engineering to provide a variety of engineering services associated with the City's municipal marina. Each subsequent project aimed to expand or improve existing marina facilities, including the access channel. Work began with the preliminary design for marina expansion that added 75 floating dock slips for berthing vessels ranging from 35 to 50 feet in length. Other features of the expansion included doubling of the marina capacity for along-side dockage of larger vessels and the addition of a fixed pier for use during marina-sponsored fishing tournaments. Marine utility services included water, fire protection, electricity, cable TV, phone, and lighting. Work continued with the design of renovations to the D and E docks and the submission of an environmental resource permit application to the Florida Department of Environmental Protection and U.S. Army Corps of Engineers. Finally, Taylor Engineering drew on its 2001 report that recommended abandoning the existing access channel in favor of a new channel located to minimize channel maintenance. Taylor Engineering completed the new channel design, prepared permit applications, and provided final drawings, contract documents, and specifications.

Long-Range Dredged Material Management Program for the Intracoastal and Okeechobee Waterways

Project #11

Contact

Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477
(561) 627-3386

Key Elements

- Dredging and Dredged Material Management
- Beneficial Use of Dredged Material through Beach Nourishment
- Environmental Surveys and Assessments
- Ecosystem Restoration
- Archeological Site Assessments
- Geotechnical Analysis
- Sediment and Water Quality Sampling/Analysis
- Design of Sediment and Erosion Control Measures
- Boundary and Topographic Survey Oversight
- Embankment Design
- Shoreline Protection
- DMMA Engineering

Completion Date

Ongoing

Fee

$1 million/year (average)

Various Counties, Florida



Dredged Material Management Area SJ-14 in St. Johns County

Since 1986, Taylor Engineering has provided services to the Florida Inland Navigation District (FIND), the local sponsor of Florida's Intracoastal Waterway and Okeechobee Waterway, to prepare and implement long-term dredged material management plans for 502 miles of federal navigation channels. This work has required close coordination with the U.S. Army Corps of Engineers (USACE) Jacksonville District, federal and state permitting agencies, local governments, and, through numerous public workshops, local citizen groups.

The primary program objective is to locate, obtain, design, permit, and build dredged material management sites - inclusive of upland dredged material management and beach placement areas - capable of handling projected 50-year maintenance dredging requirements in 12 Florida counties.

Each upland dredged material management area (DMMA) is custom designed and built with on-site material. Planning and design for each facility include field investigation and site visit, geotechnical investigation, wetland and wildlife impact assessment, cultural resources assessment, dredged material quantity/quality analysis, embankment design, site drainage design, sediment and erosion control measures, access road design, evaluation and control of groundwater impacts, design of water control structures for operations and site drainage, and on-site mitigation. Final design documents include construction plans, specifications, bid quantities, engineering cost estimates, and complete contract documents.

In total, this program has identified 53 upland containment sites and eight permanent beach placement sites to handle a projected 23 million cubic yards of dredged material over the next 50 years.

Project #12

Contact

Jerry Dixon
St. Augustine Port, Waterway & Beach District
P.O. Box 4512
St. Augustine, FL 32085-4512
(904) 824-0113

Key Elements

- Environmental Permitting
- Natural Resources Survey
- Alternative Channel Design
- Alternative Dredging/Dredged Material Management Technologies
- Hydrodynamic Modeling
- Sediment Sampling and Analysis, Shoaling Analysis, USACE Coordination
- Dredging Engineering
- Dredged Material Management Design
- Concept Design and Studies
- Sediment Quality Evaluation and Management
- Final Dredging Engineering and Design

Completion Date

2008

Fee

$308,882

Salt Run Dredging Feasibility Study, Permitting, and Final Design

St. Augustine, St. Johns County, Florida



Salt Run channel

Taylor Engineering evaluated the feasibility of constructing and maintaining a navigation channel in Salt Run, a shallow embayment that extends southward from the St. Augustine Harbor Inlet entrance channel. Under contract to the St. Augustine Port, Waterway, & Beach District (SAPWBD), Taylor Engineering prepared the Engineering Appendix in support of the Jacksonville District, U.S. Army Corps of Engineers (USACE) Section 107 Feasibility Study. Specific responsibilities for this 2003 study included analyzing existing bathymetry, patterns of sedimentation, shoaling rates, sediment characteristics, and tidal circulation within Salt Run; designing alternative channel alignments; calculating dredge volume alternatives at three proposed depths; and conceiving a dredged material management plan.

In 2006, after the federal government failed to fund the new channel, the SAPWBD decided to continue the project with state and local funding. Taylor Engineering coordinated hydrographic data collection and reevaluated the selected 2003 alternatives. In 2007, SAPWBD selected an alternative and directed Taylor Engineering to prepare a permit application to dredge a channel in Salt Run. Tasks undertaken in support of the permit application included a natural resources survey of the northern section of Salt Run and the acquisition of archeological, geotechnical, and sediment chemistry data. The information collected led to a new channel design, recalculated dredging volumes, and a revised dredged material management plan for the project. Taylor Engineering coordinated and received state and federal permits for this project and completed final design and engineering.

Avenida Menendez Seawall Design, Permitting, and Construction Administration

St. Augustine, St. Johns County, Florida

Project #13

Contact

William G. Mendez, P.E.
Engineering Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
(904) 825-1040

Key Elements

- Seawall Design
- Environmental Permitting
- Coastal Engineering Analyses
- Historic Preservation
- Environmental Restoration
- Structural Design
- Landscape Design
- Lighting Design
- Irrigation Design
- Stormwater Design
- Construction Document Development
- Bidding Assistance
- Construction Observation
- Construction Administration
- Project Close out
- Federal Emergency Management Agency 106 Compliance
- State Historic Preservation Office Compliance
- Florida Division of Emergency Management Compliance

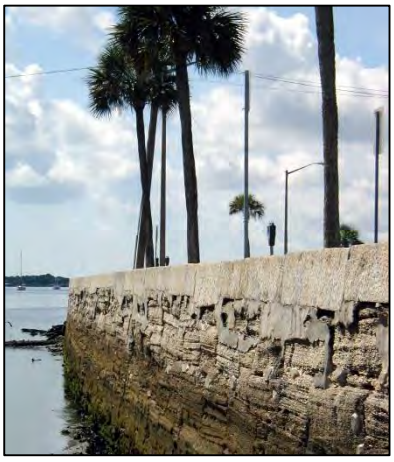
Completion Date

Permitting – 2004
Bidding – 2012
Construction - 2014

Fee

$968,211

Taylor Engineering led a multidisciplinary team in the design and construction of a replacement for the deteriorating Avenida Menendez seawall, a historic (+160-year-old) coquina block structure protecting the downtown St. Augustine waterfront. The seawall's likely failure threatened Avenida Menendez and adjacent properties. These properties had experienced frequent flooding due to the street's low elevation and the presence of the seawall, which would trap stormwater runoff during periods of heavy rain and extreme tides.







Historic Avenida Menendez seawall (above); new seawall under construction (middle); completed new seawall (below)

Design specifications for the replacement seawall had to address practical considerations such as storm protection, enhanced public access to the waterfront, and improved traffic flow; as well as the preservation of the historic seawall, including Federal Emergency Management Agency, State Historic Preservation Office, and Florida Division of Emergency Management compliance requirements; and aesthetic compatibility with the historic downtown character. The design solution: construct a new seawall waterside of the deteriorating seawall. The new seawall provides better protection to inland areas, enhances public access to the St. Augustine waterfront via a pedestrian promenade and carriage pathway, provides improved parking and traffic flow, and preserves in place the historic structure.

Project tasks included development of design concepts, natural resources survey, environmental assessment and permitting, and final design. Environmental permitting issues included archaeological preservation, natural resource and essential fish habitat impacts and mitigation for environmental impacts. Taylor Engineering provided bidding assistance and construction observation and administration.

Project #14

Contact

Joe Nolin
Ponce de Leon Inlet & Port District
Volusia County
700 Catalina Drive
Suite 300
Daytona Beach, FL 32114
(904) 248-8072

Key Elements

- Assistance with USACE Feasibility Study
- Hydrodynamics, Waves, Shoreline, Sediment Transport Modeling
- Beach and Dune Restoration
- Sand Bypassing
- Planning, Feasibility, Design, Permitting, Construction Management Services
- North and South Jetty Extensions
- Coordination with the Jacksonville District USACE, FDEP, Volusia County, and the Public

Completion Date

Ongoing

Project Cost

Over $2 million

Comprehensive Coastal Engineering Services

Volusia County, Florida



1000-foot straight and dogleg extension alternatives for Ponce de Leon Inlet jetty

Over the past 20 years, Taylor Engineering has provided Volusia County, Florida, with a wide variety of coastal engineering services focusing on the management of the Ponce de Leon Inlet and Volusia County's beaches to the south.

***Beaches*:** In 1999, Taylor Engineering prepared the County's first long-range management plan for the 41 miles of sandy beach in Volusia County. Taylor Engineering next authored a regional beach management feasibility study for the 11-mile beach between Ponce de Leon Inlet and Canaveral National Seashore. We also prepared Volusia County's annual long-range budget request for FDEP grant funding in support of the County's beach and inlet management initiatives. Following the 2004 hurricane season, Taylor Engineering designed, permitted, prepared bid documents, and provided construction observation services for an emergency dune restoration project placing 800,000 cubic yards of sand along six miles of eroded beach south of the inlet. Recent projects include siting, design, and permitting of a number of artificial reef sites within state waters; improvements to vehicular access points for beach driving; and support for periodic maintenance dredging of the federal channels at the inlet and the Intracoastal Waterway.

Inlet: In 1994, Taylor Engineering prepared the Ponce de Leon Inlet Management Plan, one of the first inlet management plans adopted by the Florida Department of Environmental Protection (FDEP). Taylor Engineering numerically modeled inlet hydrodynamics, sediment transport, and shoreline changes to evaluate the effects of various alternatives on inlet hydraulics and shoaling, ocean, and inlet interior shorelines. Final recommendations included a 1,000-foot south jetty seaward extension and a 2,350-foot north jetty landward extension. Taylor Engineering also conducted a study to quantify the benefits of jetty improvements on inlet maintenance dredging and north jetty maintenance requirements. The U.S. Army Corps of Engineers (USACE) constructed the north jetty extension between 2000 and 2002.

Tab 3. References

Joe Nolin, Project Manager
Ponce de Leon Inlet & Port District
Volusia County
700 Catalina Drive
Suite 300
Daytona Beach, FL 32114
(904) 248-8072
jnolin@co.volusia.fl.us
As Volusia County's project manager for Taylor Engineering's continuing services contract, Mr. Nolin can attest to Taylor Engineering's ongoing services on 34 task orders since 1994. Please see project #14 at Tab 2 of this proposal for detailed information.

Ralph Brown, P.E., Project Manager
St. Johns River Water Management District (SJRWMD)
525 Community College Parkway, S.E.
Palm Bay, Florida 32909
(321) 676-6610
As the project manager for SJRWMD, Mr. Brown can attest to Taylor Engineering's expertise and responsiveness with ongoing work and on seven task orders since 2013 on the Eau Gallie River and Elbow Creek Restoration dredging project. Please see project #2 at Tab 2 of this proposal for more detailed information.

Ken Rearden
(formerly with the City of West Palm Beach)
Director of Public Works and Engineering
Hall County, Georgia
PO Drawer 1435
Gainesville, GA 30503
(770) 531-6800
As West Palm Beach's project manager on the Waterfront Commons redevelopment project, Mr. Reardon can attest to Taylor Engineering's services from April 2005 to June 2009. Please see project #4 at Tab 2 of this proposal for more detailed information.

Mark Crosley, Executive Director
Florida Inland Navigation District (FIND)
1314 Marcinski Road
Jupiter, FL 33477
(561) 627-3386
mcrosley@aicw.org
As the current executive director of FIND, Mr. Crosley can attest to Taylor Engineering's breadth and depth of services on a continuing services contract maintained since 1986. Please see project #11 at Tab 2 of this proposal for more detailed information.

Carl Blow, Former Chairman
St. Augustine Port, Waterway, & Beach District (SAPWBD)
P.O. Box 4512
St. Augustine, FL 32085
(904) 710-2655
jcblow@bellsouth.net
Taylor Engineering has maintained a continuing services contract with SAPWBD since 1991. Mr. Blow can attest to Taylor Engineering's services during his tenure, including project #8 at Tab 2 of this proposal.

Dan Bates, Deputy Director
Environmental Resource Management
Palm Beach County
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411
(561) 233-2445
dbates@co.palm-beach.fl.us
As Palm Beach County's project manager on the Dubois Park waterfront redevelopment project, Mr. Bates can attest to Taylor Engineering's services from April 2005 to January 2010. Please see project #3 at Tab 2 of this proposal for more detailed information.

Tab 4. Other Information

List of Ongoing Projects either in the Design or Construction Phase

The below table reflects ongoing design or construction phase projects within Taylor Engineering's waterfront service group (marine engineering) only. It does not include ongoing projects within the environmental, coastal, or water resources service groups.

Project Name	Client	Project Manager	Start Date	Contract Fee
Drayton Island Ferry Terminal	Putnam County	Michael Whelan, P.E., D.CE	2/25/16	$89,077.50
Intracoastal Waterway Palm Beach Deepening South	Florida Inland Navigation District	Lori Brownell, P.E.	1/12/16	$264,122.30
BV24-A Permitting and Design	Florida Inland Navigation District	Lori Brownell, P.E.	12/2/15	$556,108.90
Okeechobee Waterway Crossroads Sediment Basin	Florida Inland Navigation District	Bill Aley, P.G.	12/2/15	$164,600.06
Fort Gates Ferry Terminal	Putnam County	Michael Whelan, P.E., D.CE	9/23/15	$204,082.00
BV-4B DMMA Permanent Pipeline	Florida Inland Navigation District	Jonathan Armbruster, P.E.	9/21/15	$106,353.00
Broward Deepening Construction Admin.	Florida Inland Navigation District	Lori Brownell, P.E.	9/10/15	$603,245.00
Nassau Reach I	Florida Inland Navigation District	Bill Aley, P.G.	8/17/15	$171,189.12
Ted Sperling Park Boardwalks	Sarasota County	Jenna Phillips, E.I.	8/13/15	$93,749.00
Sykes Creek DMMA	Brevard County	Jonathan Armbruster, P.E.	8/10/15	$123,093.00
Naples Bay Oyster Bed Restoration	Scheda Ecological Associates	Jenna Phillips, E.I.	7/7/15	$92,719.00
North 2nd Street Limited Construction Admin.	Port of Fort Pierce	Michael Whelan, P.E., D.CE	2/5/15	$149,740.00
Manatee Barrier Lifting Mechanism	A.D.A.	Keith Knight, P.E.	6/18/15	$66,819.53
Eagle LNG Terminal	Ferus/Eagle LNG	Jonathan Armbruster, P.E.	12/19/14	$419,055.00
Leesburg Seaplane Ramp and Floating Dock	AVCON	Robert DiRienzo, E.I.	11/5/14	$56,102.60
Eau Gallie and Elbow Creek Restoration Dredging	St. Johns River Water Management District	Jonathan Armbruster, P.E.	3/29/13	$1,506,404.07

Addendums

Executed addendum acknowledgements are located at the end of this tab.

Financial Responsibility

We believe that financial responsibility refers to a comprehensive, accountable, sustainable, and transparent approach to managing finances and risk while supporting the best interests of employees and clients and giving back to the community. Led by our Vice President of Finance, a certified public accountant, and examined by both an external accounting firm as advisor to our Board of Directors and a business valuation firm, our accounting practices adhere to generally accepted accounting principles. Taylor Engineering practices sound financial judgment (for more than 30 years) and consistently realizes a modest profit each year.

Taylor Engineering (Dun & Bradstreet [D&B] number 18-156-1168) possesses a D&B rating of 3A2, which indicates a net worth of between $1 million and $10 million and a “good” credit appraisal.

With this submittal, Taylor Engineering certifies that it is financially stable and commits to provide the necessary resources — human and financial— to provide the services required by the City of New Smyrna Beach. Further, we provide data below (balance sheet, income statement, and statement of cash flows) for 2013–2015 that documents our financial stability.

Taylor Engineering, Inc.
Balance Sheet
For the years ending December 31, 2015, 2014 and 2013

	2015	2014	2013
ASSETS			
Current Assets:			
Cash	$ 968,713	$ 725,488	$ 471,801
Accounts Receivable	1,626,135	1,818,414	1,404,101
Work-in-Process	278,184	86,675	70,504
Cost & Estimated Earnings in Excess of Billings	421,624	481,243	741,565
Employee Advances	-	2,719	1,512
Income Taxes Receivable	-	-	118,167
Prepaid Expenses	33,275	32,273	19,039
Total Current Assets	$ 3,327,931	$ 3,146,812	$ 2,826,688
Property & Equipment	1,899,492	1,979,627	2,019,765
Accumulated Depreciation	(1,455,058)	(1,616,895)	(1,578,666)
Property & Equipment, net of depreciation	$ 444,435	$ 362,732	$ 441,099
Other Assets	173,591	190,299	174,925
Total Assets	$ 3,945,957	$ 3,699,842	$ 3,442,713
LIABILITIES & STOCKHOLDERS' EQUITY			
Current Liabilities:			
Accounts Payable	$ 494,832	$ 467,901	$ 465,237
Salaries Payable	143,745	114,192	96,873
Current Portion of LT Debt	32,484	-	23,714
Undeposited Payroll Withholding	-	-	-
Accrued Income Taxes	39,456	48,160	-
Deferred Tax Liability	481,360	496,209	506,662
Accrued Vacations Payable	271,843	271,857	271,638
Billings in Excess of Cost & Estimated Earnings	96,181	166,320	32,362
Anticipated Losses on Contracts	7,538	29,725	3,551
Other Current Liabilities	97,223	82,262	52,097
Total Current Liabilities	$ 1,664,662	$ 1,676,626	$ 1,452,135
Long-term Liabilities:			
Security Deposits Received	$ 4,448	$ 4,448	$ 3,477
Notes Payable	54,396	-	-
Deferred Rent	101,470	195,820	265,377
Total Long-term Liabilites	$ 213,773	$ 200,268	$ 268,854
Total Liabilities	$ 1,878,434	$ 1,876,894	$ 1,720,989
Stockholders' Equity:			
Capital Stock	$ 500	$ 500	$ 500
Additional Paid in Capital	10,350	4,500	4,500
Treasury Stock	(66,125)	(83,375)	(152,250)
Stockholders' note Receivable	-	-	-
Retained Earnings	2,122,797	1,918,213	1,873,978
Accumulated Other Comprehensive Income	-	(16,890)	(5,005)
Total Stockholders' Equity	$ 2,067,522	$ 1,822,948	$ 1,721,723
Total Liabilities & Stockholders' Equity	$ 3,945,957	$ 3,699,842	$ 3,442,713

Taylor Engineering, Inc.
Income Statement
For the years ending December 31, 2015, 2014 and 2013

	2015	2014	2013
Gross Revenue	$ 10,531,685	$ 10,135,905	$ 9,685,694
Subcontractors	2,596,168	2,837,533	2,021,374
Other Direct Expenses	131,816	89,488	249,352
Net Revenue	$ 7,803,702	$ 7,208,884	$ 7,414,968
Direct Labor	2,424,215	2,305,388	2,236,558
Gross Margin	$ 5,379,487	$ 4,903,496	$ 5,178,409
General & Administrative Costs			
Accounting & Legal	$ 24,432	$ 48,080	$ 68,155
Advertising & Marketing	123,498	131,770	91,138
Auto & Boat Expense	32,260	43,226	42,145
Bad Debts Expense	95,003	-	73,297
Computer Services & Supplies	183,708	167,684	186,063
Contributions	117,204	107,290	85,083
Depreciation Expense	161,565	147,747	147,216
Dues & Subscriptions	49,931	43,021	53,384
Employee Benefits	51,654	53,342	60,842
Insurance	445,324	403,851	402,285
Interest Expense	1,734	607	3,041
Office Supplies & Expense	114,495	100,561	117,467
Professional Services O/H	27,913	20,977	19,804
Training & Conferences	116,100	87,390	64,206
Recruiting & Relocations	23,903	2,565	9,894
Rent	658,356	681,765	666,253
Indirect Salaries	1,829,831	1,739,394	1,710,974
Sublease Expenses	-	6,940	435
Taxes–Payroll	337,833	321,362	326,243
Taxes & Licenses	66,583	53,361	76,667
Telephone	41,273	31,163	32,612
Temporary Help	25,045	961	18,615
Travel & Entertainment	106,659	100,240	78,587
Total General & Admin. Costs	$ 4,634,303	$ 4,293,296	$ 4,334,406
Operating Income	$ 745,185	$ 610,200	$ 844,004
Interest Income	4,220	8,655	1,185
Gain/Loss on Equipment	21,622	(11,749)	(10,608)
Other Income	12	5,001	-
Pre-Distribution Income	$ 771,038	$ 612,108	$ 834,580
Profit Sharing/ESOP	194,100	176,000	175,000
Bonus	217,850	219,925	234,141
Net Income Before Income Taxes	$ 359,088	$ 216,183	$ 425,439
Provision for Income Taxes	202,805	80,073	235,785
Net Income	$ 156,283	$ 136,110	$ 189,654

Taylor Engineering, Inc.
Statement of Cash Flows
For the years ending December 31, 2015, 2014 and 2013

	2015	2014	2013
Cash Flows from Operating Activities:			
Net Income	$ 156,283	$ 136,110	$ 189,654
Depreciation of Capital Goods	161,565	147,747	147,216
Intracompany & Translation (Gain) Loss	65,191	(11,885)	(12,304)
(Increase) Decrease in Accounts Receivable	192,279	(414,313)	172,726
(Increase) Decrease in Work-in-Process	(224,216)	404,283	(335,538)
(Increase) Decrease in Prepaid Expenses	717	(9,241)	(2,323)
Increase (Decrease) in Accounts Payable	26,931	2,663	166,384
Increase (Decrease) in Salaries & Vacations Payable	29,539	17,537	7,251
Increase (Decrease) in Unearned Income	(6,545)	9,155	(22,938)
Increase (Decrease) in Undeposited Payroll Taxes	(28)	182	(52,182)
Increase (Decrease) in Accrued ESOP	-	-	-
Increase (Decrease) in Accrued Income Taxes	51,572	144,259	60,040
Increase (Decrease) in Deferred Rent Payable	(72,816)	(47,759)	(38,750)
Net Cash Provided (Used) by Operating Activities	**$ 380,472**	**$ 378,739**	**$ 279,236**
Cash Flows from Investing Activities			
Proceeds from the Sale (Purchase) of Capital Goods	$ (243,268)	$ (69,380)	$ (130,867)
Proceeds from (Investment in) Split Dollar	(3,958)	(8,958)	(3,958)
Proceeds from (Investment in) Miscellaneous Items			
Net Cash Provided (Used) by Investing Activities	**$ (247,226)**	**$ (78,338)**	**$ (134,825)**
Cash Flows from Financing Activities			
Proceeds from (Payments to) Capital Loans	$ 86,880	$ (23,714)	$ (46,243)
Proceeds from (Payments to) Notes Payable	-	-	(10,064)
Proceeds from (Payments to) Line of Credit	-	-	-
Proceeds from (Payments for) Treasury Stock	23,100	(23,000)	95,125
Net Cash Provided (Used) by Financing Activities	**$ 109,980**	**$ (46,714)**	**$ 38,818**
Net Increase (Decrease) in Cash	243,226	253,687	183,228
Cash at beginning of period	725,488	471,801	288,572
Cash at end of period	**$ 968,713**	**$ 725,488**	**$ 471,801**

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is an Addendum to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

This page of Addendum #1 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

Proposer Signature

Taylor Engineering, Inc.

Firm Name

RFQ 04-16-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 2** to the **REQUEST FOR QUALIFICATIONS 04-16-ENG for CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR MARINE APPLICATION ONLY** issued on February 27, 2016.

This addendum is issued to clarify the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

Instructions:

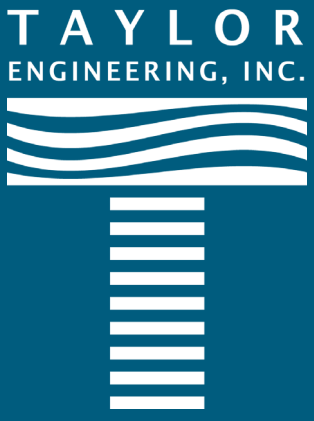
This page of Addendum #2 shall be signed and returned with the proposal. No proposals shall be accepted without an executed addendum signature page. Please provide a signed copy of this addendum your proposal.

Received by:

Proposer Signature

Taylor Engineering, Inc.

Firm Name



10151 Deerwood Park Blvd., Bldg. 300, Suite 300

Jacksonville, FL 32256

(904) 731-7040

WWW.TAYLORENGINEERING.COM

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF CONTRACT RENEWALS FOR PROFESSIONAL ENGINEERING SERVICES.

May 27, 2025

Background:

The City entered into agreements for Professional Engineering Services with seven Consulting firms in mid-July 2017 and early August 2017: CPH, DRMP, Mead & Hunt, Parker Mynchenberg & Associates, Pegasus Engineering, S&ME and Tetra Tech. These seven firms were selected in response to Request for Proposals #12-17-ENG.

The agreements with each firm were for a term of five years, with the option for up to five possible one-year renewals based on satisfactory performance. The one-year renewal contracts are set to expire at the beginning of July 2025. Six firms have successfully performed professional Engineering Services for the City over the past five years, and three of the six firms have current assignments that are expected to continue into 2026. S&ME Agreement has not been renewed because it did not meet satisfactory performance. If approved, this renewal would be the fourth of five optional one-year renewals.

Findings:

Staff recommends the City Commission approve one-year contract renewals with CPH, DRMP, Mead & Hunt, Parker Mynchenberg & Associates, Pegasus Engineering and Tetra Tech.

Fiscal Analysis:

Each work order is dependent upon the requested services and will be charged based on the fee structure provided by each firm in their proposal. The funding for the consultants is budgeted under other professional services line # 001.51.515.51501.551001.

Strategic Plan Item:
No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

CITY OF NSB ORIGINAL RFQ DOCUMENT W ATTACHMENTS.pdf
1 - CPH -4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf
2 - DRMP - 4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf
3 - MEAD AND HUNT - 4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL- 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf
4 - PARKER MYNCHENBERG AND ASSOCIATES - 4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf
5 - PEGASUS - 4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf
6 - TETRA TECH - 4TH RENEWAL - COI - 3RD RENEWAL - 2ND RENEWAL - 1ST RENEWAL - ORIGINAL CONTRACT AND PROPOSAL.pdf

CITY OF NEW SMYRNA BEACH

REQUEST FOR QUALIFICATIONS

RFQ 12-17-ENG

CONTINUING PROFESSIONAL ENGINEERING SERVICES

QUALIFICATION OPENING

TUESDAY, MAY 9, 2017 AT 3:00 PM



210 Sams Avenue • New Smyrna Beach, Florida 32168 • (386) 424-2100

REQUEST FOR QUALIFICATIONS NOTICE

RFQ TITLE:	**CONTINUING PROFESSIONAL ENGINEERING SERVICES**	
RFQ #:	**RFQ 12-17-ENG**	
ISSUE DATE:	**April 7, 2017**	
OPENING DATE and TIME:	**May 9, 2017 3:00 PM**	**Requests for Qualifications will NOT be received after this time.**
PROPOSAL OPENING LOC:	**City Hall of City of New Smyrna Beach**	
PRE-BID Conference: ☐ YES ☒ NO	**MANDATORY: ☐ YES ☐ NO ☒ N/A**	
Inquiries regarding RFQ must be submitted in writing via email, fax, or mail on or before:	**April 18, 2017 by 5:00 PM**	**All correspondence must reference the RFQ number.**
PROPOSAL CONTACT:	**Purchasing Coordinator New Smyrna Beach City Hall – 2nd Floor 210 Sams Avenue New Smyrna Beach, FL 32168**	**Phone: (386) 410-2654 Fax: (386) 424-2270 E-mail: purchasing.coordinator@cityofnsb.com**
PROPOSAL SECURITY: ☐YES ☒ NO	**AMOUNT: N/A**	**PERFORMANCE BOND: ☐ YES ☒ NO**

FIRMS who are interested in providing this service may obtain a REQUEST FOR QUALIFICATIONS at www.cityofnsb.com, in person at City of New Smyrna Beach, 210 Sams Avenue, City of New Smyrna Beach, Florida 32168 between the hours of 8 a.m. and 5 p.m., Monday through Friday. Standard public records charges apply.

This document is also available via the internet at www.DemandStar.com. Adobe Acrobat@ Reader is required to view electronic documents on-line. The City is not responsible for the content of any qualification package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this proposal document, any and all communications regarding this RFQ must be made only to the Purchasing Coordinator as noted above. Any violation of this condition could result in proposal disqualification. *This is a Sealed Qualification- Fax or electronic replies will not be accepted*.

ON-LINE PROVIDER DISCLAIMER:
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City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

NON-RESPONSE STATEMENT

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

The intent of the City of New Smyrna Beach, is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this request for qualifications.

If your firm is not responding to this RFQ, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of New Smyrna Purchasing Coordinator, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

We are not responding to this RFQ for the following reason(s):

☐ Services requested not available through our company.

☐ Our firm could not meet specifications/scope of work.

☐ Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)

☐ Insufficient time allowed for preparation of response.

☐ Incorrect address used. Please correct mailing address:

_____
_____
_____

☐ Other reason(s):_____

_____
_____
_____
_____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

REQUEST FOR QUALIFICATIONS

The City of New Smyrna Beach is accepting sealed qualifications for **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.** All Requests for Qualifications must be received at City Hall, 210 Sams Avenue, New Smyrna Beach, Florida, 32168 no later than 3:00 pm Tuesday, May 9, 2017, at which time all RFQs will be publicly opened and the name of each proposer or Professional Consultant shall be read aloud, per Florida Statute 119.071(1)(b)(3).

Sealed qualifications received after the designated time will be returned unopened.

There will be no pre-qualification meeting for this RFQ.

Qualification documents are available electronically. For further information, please contact Purchasing Coordinator via email at purchasing.coordinator@cityofnsb.com.

All questions must be sent by e-mail to purchasing.coordinator@cityofnsb.com. Only written responses to written questions will be considered official, and will be included as part of the RFQ as an addendum.

RFQ documents shall be sealed in an envelope and plainly marked, **"RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES."**

The City reserves the right to accept or reject any or all RFQ proposals (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept an RFQ which in its judgment best serves the City. Criteria utilized by the City for determining the most responsible qualifier(s) includes, but is not limited to, whether the qualifier meets the City's published specifications; the qualifier's experience, skill, ability, financial capacity; and any other factors which could reasonably be asserted as being relevant to successful performance.

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REQUEST FOR QUALIFICATIONS
RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

1. INTRODUCTION/OVERVIEW

1.1 Purpose/Objective

Pursuant to the Consultants Competitive Negotiation Act (CCNA) 287.055, the City of New Smyrna Beach (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified firms, licensed to do business in the State of Florida, offering to provide Continuing Professional Engineering Services, in accordance with the specifications stated and/or attached herein/hereto. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

If awarded, a contract to provide these services shall be effective on the date it is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk. The term of the contract shall be for five (5) years, unless terminated earlier, as provided herein. At the option of the parties, this Agreement may be renewed for five (5) additional one (1) year terms.

As is more fully explained in Section "5" of this RFQ (Instructions for Statement of Qualifications), an award, if made, will be made to the best overall Professional Consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the qualifications received.

1.2 Background

New Smyrna Beach is approximately 38 square miles in size and serves a population of approximately 23,000. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department. The Comprehensive Annual Financial Report for City of New Smyrna Beach for the Fiscal Year ended September 30, 2016 can be found on the City's website, http://www.cityofnsb.com.

The City was created in 1887 by adoption of its first charter, which was eventually replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943. The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. In addition, the City includes as a part of the annual financial report the fiscal information of the City of New Smyrna Beach Utilities Commission, a component unit of the City, which has been discretely reported in accordance with the financial statement presentation

Standards No. 39 “Determining Whether Certain Organizations Are Component Units – an amendment of GASB Statement No. 14”.

The City of New Smyrna Beach operates under a Commission-Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport, golf course, and marina.

1.3 Inquiries

Direct questions related to this RFQ to the Purchasing Coordinator, in writing to purchasing.coordinator@cityofnsb.com. Please include the heading and paragraph letter or number for each question in order to ensure that questions asked are responded to correctly.

Professional Consultants must clearly understand that the only official answer or position of the City will be the one stated in writing by purchasing.coordinator@cityofnsb.com. All questions must be submitted in writing, and will be posted, along with the answers, as an addendum to this solicitation, and electronically distributed to firms registered for this solicitation and posted on Onvia DemandStar.

1.4 Method of Source Selection

The City of New Smyrna Beach is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

The City may, as it deems necessary, conduct discussions with responsible Professional Consultants determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.5 Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

1.6 Schedule of Events

The following projected schedule of events should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Issue RFQ Notice	Friday, April 7, 2017
Deadline for Written Questions	Tuesday, April 18, 2017 @ 5:00 pm
Addendum Issued (If Applicable)	Thursday, April 20, 2017
Qualifications Opening Date	Tuesday, May 9, 2017 @ 3:00 pm
Evaluation of Qualification Submittals	Thursday, May 18, 2017
Notification of Recommendation	Tuesday, May 22, 2017
Commission Action	Tuesday, June 13, 2017

2) GENERAL REQUIREMENTS

The objective of this solicitation is to obtain the services of consultants with the capability to provide professional engineering services. The selected firm(s) will be responsible for developing a complete set of site plans including paving, grading, utilities, landscaping and stormwater elements necessary to be compliant with the City's Land Development Regulations as well as complying with other agency guidelines. This may require drainage calculations, utility hydraulic calculations, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses. The Consultant will be familiar with other permitting agencies and have professional staff to attain permits in a timely manner from organizations such as Florida Department of Environmental Protection, Volusia County Health Department, St. Johns River Water Management District, Volusia County, Army Corps of Engineers, US Fish & Wildlife and the Florida Department of Transportation. This includes supporting documentation from Geotechnical Engineers, Traffic/Transportation Engineers, Biologists, Surveyors and other specialty subconsultants as needed to provide architectural renderings and structure design compliant with the latest edition of the Florida Building Code. The City reserves the right to utilize the firm to provide any facet of the improvement process including design, construction administration, or inspection services only, etc.

2.1 MINIMUM QUALIFICATIONS

- The selected firms shall be registered Engineering firms licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida with specific experience in the field of Engineering.

- The firm or team shall be licensed with the Florida Department of Business & Professional Regulation to conduct Engineering Services and recognized by the Florida Engineers Management Corporation.

- The selected firms must be able to provide proof of stable financial stability for the past three (3) years;

- Team Project Manager must be licensed in the State of Florida as an

Professional Engineer and have a minimum of ten (10) years of experience in site design, familiarity with EJCDC/AIA documents, and have served as project manager on commercial and municipal projects with varied complexity.

- Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of five (5) years of experience in providing supporting services such as surveying, geotechnical evaluation, archaeological study, environmental assessment, construction management and inspection services.

- Firms shall provide examples of no less than three (3) previous projects showing competence with a variety of designs. This includes such projects as recreational facilities, City complexes (i.e. Public Works, Police Station, Fire Station sites), community centers, gymnasium, streetscapes, roadway/drainage improvement projects and general site improvement projects with the associated design, permitting, and construction management and the ability to meet specific deadlines within the defined budget.

- Firms shall provide no less than three (3) examples of budgets and timelines showing the original budget and timelines and the associated actual budgets and timelines.

All work will normally be performed by the Professional Consultant at an off-site location (not in the City's offices). The Professional Consultant will be required to provide their own equipment.

The City and the firm(s) shall negotiate project terms per Florida Statute 287.055. A purchase order or similar document will be issued for each project. Any professional services not listed below will be for projects that do not exceed $2,000,000 in basic construction costs or $200,000 for professional services pursuant to Florida Statute 287.055.

2.2 Purpose/Intent

The City of New Smyrna Beach (City), pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of professional engineering, landscaping, architectural, and surveying and mapping services, and as may be amended, hereby requests Qualification and Performance Data from Professional Consultants practicing in the following types of work categories: (Firms do not have to have each discipline on staff and may utilize a team approach for general and specific projects. The licensed Professional Consultant shall be an employee of the prime firm.)

1. Able to provide conceptual layout with innovative designs and cost saving measures.

2. Development of scopes of work, including but not limited to demolition, new construction, retrofit projects & site development (i.e. landscaping, sidewalks, stormwater treatment).

3. Familiar with a variety of agency permitting requirements including FDOT, ACOE, Volusia County, County Department of Health, FDEP, US Fish & Wildlife, and SJRWMD.

4. Other as required

2.3 Instructions

Firms and individuals (hereinafter "Professional Consultant") shall be duly licensed and registered to practice in the State of Florida, and desire to render such services to the City. This work may include design, permitting, bidding services, construction administration, and all related miscellaneous services.

Florida law requires the City to make a determination of a consultant's qualification to perform professional Engineering services. The information in the RFQ (qualification package) will be used by the City to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to no less than three firms (short list).

2.4 Interpretations

Any questions concerning this RFQ should be submitted in writing to: Purchasing Coordinator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168 or purchasing.coordinator@cityofnsb.com. Responses to inquiries will answered via an Addendum, e-mailed to vendors who have submitted questions, or have contacted the City regarding the solicitation, and posted on Onvia DemandStar. It is the responsibility of the proposer to review responses.

2.5 Clarification and Addenda to RFQ Specifications

If any Professional Consultant contemplating submitting a response under this Request for Qualifications RFQ 12-17-ENG is in doubt as to the true meaning of the specifications or other documents or any part thereof, the Professional Consultant shall submit to the City, prior to the deadline for questions, Tuesday, April 18, 2017 at 5:00 PM EST, a request for clarification. All such requests for clarification must be made in writing, and the person submitting the request will be responsible for its timely delivery. All responses will be issued as an Addendum, e-mailed to vendors who have submitted requests for clarification, or questions, and posted on Onvia DemandStar, per the timeline listed on this RFQ.

Any interpretation of the RFQ, if made, will be made only by an addendum duly issued by the City. The City shall issue an informational addendum if clarification or minimal changes are required. The City shall issue a formal addendum if there are substantial changes which impact the technical submission of the RFQ. A copy of such addendum will be posted on DemandStar. In the event of conflict with the original RFQ documents, the addendum shall govern all other RFQ and contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.6 Awards

The City reserves the right to reject any or all responses, or any portion thereof, deemed necessary for the best interest of the City. All awards made as a result of this RFQ shall conform to applicable Florida Statutes. The City is not responsible for any expenses incurred by a Professional Consultant in preparing and submitting an RFQ or related documents.

2.7 RFQ Opening

Responses to this RFQ shall be opened and publically read Tuesday, May 9, 2017 at 3:00 pm at City Hall, 210 Sams Avenue, New Smyrna Beach, FL 32168. All responses received after 3:00 shall be returned, unopened.

3) CITY'S RIGHT TO INSPECT - N/A

4) TERMS AND CONDITIONS OF CONTRACT

The City has developed standard contracts/agreements. The selected Professional Consultant(s) shall be required to sign a standard City contract within twenty-one (21) days of Notice of Selection for Award.

A contract resulting from this RFQ shall be subject to the terms and conditions set forth in a standard City contract. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

5) INSTRUCTIONS FOR STATEMENT OF QUALIFICATIONS

5.1 Delivery of Request for Qualifications (RFQ)

To be considered,

- one (1) original, unbound paper version, marked "Original,"
- three (3) copies, marked "Copy 1 of 3, 2 of 3, etc.,"
- one (1) electronic copy of the RFQ proposal on a USB flash drive

must be received by the Purchasing Coordinator in the Finance Department, City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, Florida, 32168, on or before **Tuesday, May 9, 2017 at 3:00 pm.**

RFQ responses shall be submitted in sealed envelopes and clearly identified as **" RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINERING SERVICES"** referenced on the outside of the envelope. All RFQ proposals received after the specified time and date will not be accepted. The City shall not be responsible for late deliveries or mail delays. The City of New Smyrna Beach reserves the right to reject any or all RFQ proposals submitted. During the evaluation process, additional

information or clarifications from Professional Consultants may be required. List the RFQ Number on the outside of the box or envelope and note "Request for Qualifications enclosed." See Request for Qualifications Label, in Attachment A.

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

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

All Requests for Qualifications are to be delivered before 3:00 p.m., local time, on or before Tuesday, May 9, 2017 to:

City of New Smyrna Beach
Purchasing Coordinator
Finance Department
2nd Floor
210 Sams Avenue
New Smyrna Beach, Florida 32168

The City shall not bear the responsibility for Requests for Qualifications delivered to the Finance Department past the stated date and/or time indicated, or to an incorrect address by Professional Consultant's personnel or by the Professional Consultant's outside carrier. However, the Purchasing Coordinator, or designee, shall reserve the right to accept qualifications received after the posted close time only under the following condition:

The tardy submission of the qualification is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

RFQ Opening: RFQ statements shall be opened and the name of the submitters shall be read publically. No discussion of the qualification submittals will occur at this time.

5.2 Response Format

The qualification shall be deemed an offer to provide services to the City. In submitting a qualification, the Professional Consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Professional Consultant agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of qualifications, all qualifications must conform to the guidelines set forth in this RFQ.

Any portions of the qualification that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the qualification. However, any qualification which contains such variances may be considered non-responsive.

Qualifications should be prepared simply and economically, providing a straightforward concise description of the Professional Consultant's approach and ability to meet the City's needs, as stated in the RFQ. All copies of the qualification should be bound and tabbed for uniformity and ease of handling. The utilization of recycled paper for qualification submission is strongly encouraged.

The one (1) hard copy original, three (3) hard copy copies, and one (1) electronic thumb drive copy of RFQ submittal(s) for each professional consultant work-type category shall be secured in a tabbed booklet with a table of contents. Booklets shall be no larger than a 1-1/2" three-ring binder or equivalent and be presented in the following order:

Tab 1: Qualifications of Firm

- Provide evidence of current license and registration to perform the specified services in the State of Florida.
- Provide insurance certifications. Also required is Errors and Omissions or Professional Malpractice Coverage.
- Location of office where majority of work will be performed.
- Provide an overview of the firm, including number of years in business, number of personnel, and other pertinent information, expertise, credentials (resumes or curriculum vitae) and introduction of the proposed team member(s). Please identity the intended Project Manager who would be assigned to perform the specified services for the City, and provide examples of his/her management capabilities.
- Statement of Professional Consultant's commitment/ability to consistently use the same personnel throughout the project.
- Is firm a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act?
- Provide demonstration/summary of Professional Consultant's workload/performance capability to meet budget and time requirements, and ability to perform the work as and when requested by the City.

Tab 2: Experience

- Provide documentation/summary of experience of no less than three (3) previous projects for <u>each</u> of the items below.
    - Site development projects
    - Original budget vs. actual budget
    - Estimated timelines vs. actual timelines

- List of projects and clients where similar work has recently been performed, including a description of each project, with a brief statement of the project approach.
- Summary statement of all citations, violations, and litigation existing or continuing within the last three (3) years, including the disposition or current status of them.

Tab 3: Client References

- Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described in the RFQ, both present and past customers. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

Tab 4: Other

- Firm may provide other qualifications/performance data for consideration.
- List of ongoing projects either in the design or construction phase.

Each RFQ package submitted shall be signed by the individual Professional Consultant or his/her authorized principals of the Professional Consultant's firm if other than an individual. The RFQ submittal shall be signed by a representative who is authorized to contractually bind the qualifier.

All attachments to the Request for Qualifications and Performance Data requiring execution by the Consultant must be executed and returned with the submittal.

All RFQ submittals must be delivered as specified. Any attachments must be clearly identified as per "Tab Format" requirements. To be considered, the Professional Consultant must respond to all parts of the RFQ. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the RFQ submittal. If publications are supplied by the Professional Consultant to respond to a requirement, the response should include reference to the document number and page number. This will provide quick reference for the evaluation committee. RFQ submittals not providing this reference will be considered to have no reference material included in the additional documents.

Sub consultants (if applicable) licenses and detailed information are not required at the time of this RFQ, however, will be required prior to them working on any specific project for the City.

5.3 Evaluation of Requests for Qualifications

After qualifications opening has been completed, the Evaluation Committee shall review and score each Qualification individually, based on the evaluation criterion set forth in this proposal.

The committee may schedule presentations or demonstrations from top-ranked firm(s) and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of the committee.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a qualification by the City or a submission of a proposal to the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the qualification does not guarantee issuance of any other governmental approvals.

Technical Evaluation Criteria:

The Evaluation Committee will first evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A list of a minimum of three (3) firms will be developed and advanced to the City Commission. A proposer may receive the maximum points or a portion of this score, depending upon the merit of its proposal, as evaluated by the committee, in accordance with the following.

Qualifications of the: • Firm • Principal Engineer • Design/Project Engineer • CAD staff • Administrative Support Staff	**40**
Experience: Provide examples of no less than three (3) previous projects working with: • Site development projects • Original budget vs. actual budget • Estimated timelines vs. actual timelines • Engineer/Firms management capabilities • Parks, Stormwater Retrofit projects, Roadway Paving, Utility enhancements, Streetscapes	**40**
References: • Recent experience in similar work Verification and reference responses	**20**
Grand Total	**100**

5.4 Compliance with the RFQ

Qualifications must be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

5.5 Ambiguity, Conflict, or Other Errors in the RFQ

If a Professional Consultant discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Professional Consultant shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written revision, posting the revision on Onvia/DemandStar, and providing written notice to all parties who have received this RFQ from the Finance Department. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The Professional Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the qualification or it shall be waived.

5.6 Acceptance or Rejection of Requests for Qualification

The right is reserved by the City to waive any irregularities in any qualification, to reject any or all qualifications, to re-solicit for qualifications, if desired, and upon recommendation and justification by the City to accept the qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any qualification which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Professional Consultant, or their refusal to enter into the City contract, the City reserves the right to accept the qualification of any other Professional Consultant or to re-advertise using the same or revised documentation, at its sole discretion.

5.7 Validity of Qualifications

No qualification can be withdrawn after it is filed, unless the Professional Consultant makes their request in writing to the City prior to the time set for the closing of Qualifications.

All qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

5.8 Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a Professional Consultant(s) for clarification of qualification(s) shall be in writing. Professional Consultant’s failure to respond to request for clarification may deem Professional Consultant to be non-responsive, and may be just cause to reject its qualification.

5.9 Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFQ, Professional Consultant acknowledges these conditions include Insurance Requirements.

It should be noted by the Professional Consultant that, in order to meet the City's requirements, there may be additional insurance costs to the Professional Consultant's firm. It is, therefore, imperative that the Professional Consultant discuss these requirements with the Professional Consultant's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Professional Consultant.

The Professional Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Professional Consultant's limit of, or lack of, sufficient insurance protection.

Professional Consultant also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Professional Consultant's qualification.

The specific insurance requirements for this solicitation are included as part of this solicitation.

5.10 Acknowledgment of Bonding Requirements

By signing its Proposal, and if applicable, Professional Consultant acknowledges that it has read and understands the bonding requirements for this qualification. Requirements for this solicitation are checked.

☒ Not Applicable

5.11 Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any Professional Consultant in the preparation of its qualification in response to this RFQ, nor for the presentation of its qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6) GENERAL TERMS AND CONDITIONS

6.1 Licenses

The Professional Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. If required and/or requested, copies of the required licenses must be submitted with the qualification response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Professional Consultant, with an office within the City is also required to have a business tax receipt and certificate of use.

6.2 Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Qualification as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Qualification or in the contract to be entered into; that this Qualification is made without connection with any person, company or parties making a Qualification, and that it is in all respects fair and in good faith without collusion or fraud.

6.3Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

6.4 Relation of City

It is the intent of the parties hereto that the Professional Consultant shall be legally considered an independent Professional Consultant, and that neither the Professional Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Professional Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

6.5 Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Professional Consultant on thirty (30) days prior written notice.

6.6 Termination

Should the Professional Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

6.7 Liability

Neither party will be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Professional Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Professional Consultant’s or suppliers breach of contract or negligence, including all attorney’s fees and costs, and shall pay any and all damages, fees, and

costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

6.8 Assignment

The Professional Consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

6.9 Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

During the qualification process, **from Qualification announcement to final Commission approval**, no firm or its agent shall contact any other employee of the City in reference to this Qualification, with the exception of the Purchasing Coordinator. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

6.10 Single Qualification

Each Professional Consultant must submit, with their qualification, the required forms included in this RFQ. Only **one** qualification from a legal entity as a primary will be considered. A legal entity that submits a qualification as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

6.11 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit qualifications, or contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Professional Consultant, supplier, sub Professional Consultant, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

6.12 Conflict of Interest

Professional Consultant shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of

interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

6.13 Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

6.14 Immigration Reform and Control Act

Professional Consultant acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

6.15 Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for_____.

This sworn statement is submitted by_____

[Name of entity submitting sworn statement]

whose business address is: _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is _____and my relationship to the entity named above is_____.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ _____
Signature

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this_____ day of_____, 20_____.

My commission expires:

_____
Notary Public

_____
Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

_____
Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared _____
2. _____who was duly sworn, deposes, and states:
3. I am the _____of _____ with a local office in_____ and principal office in _____.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this _____day_____ 20___.

_____
Signature

_____ _____
Name of Affiant Title

Sworn to and subscribed before me this ____day of _____20_____.

Personally known_____OR Produced identification_____

_____
(Type of identification)

Notary Public - State of _____ My commission expires_____

_____

(Printed typed or stamped commissioned name of notary public)

VENDOR INFORMATION

Vendor is:
( ) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: _____

Firm Name: _____

Mailing Address: _____

_____

Telephone No. _____ Fax No. _____

Email Address: _____Web Address: _____

Service or Commodity Supplied: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		$
		$
		$

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at at any time, failed to complete a project? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualifications.**
Proposer should check off each of the following items as the necessary action is completed:

☐ All information as requested in the Proposer's Qualification Form is included.

☐ All applicable forms have been signed and included

☐ Any addenda have been signed and included.

☐ You have included the **electronic version** of your proposal (required), as well as the hard copies required.

☐ The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

☐ **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

☐ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

CITY OF NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

OPENING DATE/TIME:

Tuesday, May 9, 2017 3:00 PM EST

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of CPH CONSULTING, LLC. (DBA; CPH, LLC.) (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND CPH CONSULTING, LLC. (DBA; CPH, LLC.), AGREE AS FOLLOWS:

1. The City and CPH CONSULTING, LLC. (DBA; CPH, LLC.), agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CPH CONSULTING, LLC.

By: _____
Nikhel Jindal, Chief Strategy & Success Officer

Date: 5/6/2025

Attest:_____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date _____

END OF CONTRACT FOR SERVICES

HOURLY BILLING RATES

Effective: November 1, 2024

Category	Rate
Project Manager I	$200
Project Manager II	$225
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Manager I	$185
Manager II	$210
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Architect I	$185
Architect II	$210
Architect III	$235
Architect IV	$270
Architect V	$285
Interior Designer	$160
Designer I	$160
Designer II	$175
Designer III	$195
Designer IV	$205
Designer V	$220
Technician I	$110
Technician II	$135
Technician III	$160
CADD I	$120
CADD II	$135
CADD III	$165
Analyst I	$130
Analyst II	$145
Analyst III	$160

Category	Rate
Landscape Architect I	$165
Landscape Architect II	$190
Landscape Architect III	$215
Scientist I	$140
Scientist II	$170
Scientist III	$220
Planner I	$165
Planner II	$185
Planner III	$210
Discipline Manager I	$300
Discipline Manager II	$335
Principal Executive	$360
Administrative I	$100
Administrative II	$110
Administrative III	$125
Administrative IV	$140
Administrative V	$170
Project Administrator I	$130
Project Administrator II	$175
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Intern I	$80
Intern II	$95
Graphic Designer I	$160
Graphic Designer II	$170
Graphic Designer III	$185

Category	Rate
Construction Rep I	$155
Construction Rep II	$180
Construction Rep III	$195
Construction Manager I	$200
Construction Manager II	$220
Instrument Operator	$110
Crew Chief	$135
Surveyor I	$145
Surveyor II	$180
Surveyor III	$220
GPS Crew I	$185
GPS Crew II	$260
Survey Crew - 1 Man	$260
Survey Crew - 2 Man	$335
Survey Crew - 3 Man	$360
GIS Analyst I	$120
GIS Analyst II	$145
GIS Analyst III	$160
GIS Manager	$210

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.*

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Nikhel Jindal. I am over the age of Twenty-one years old. I am the Chief Officer (Title) of CPH Consulting, LLC (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: 05-06-, 2025

Signed: _____

Print Name: Nikhel Jindal

Title: Chief Strategy & Success Officer

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 6th day of May, 2025 by Nikhel Jindal as Chief Officer on behalf of CPH Consulting, LLC who is personally known to me or who has produced N/A as identification.

(Notary Seal)

Notary Public State of Florida
Cindy Valentin
My Commission HH 667150
Expires 4/21/2029

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term
Cindy Valentin

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: Indemnity National Insurance Company — 18468 INSURER F: RSUI Indemnity Company — 22314

COVERAGES **CERTIFICATE NUMBER:** W37152801 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		TB2-641-446161-054	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 25,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y		AS7-641-446161-044	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC 8344746-01	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7-641-446161-064	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Liab incl Pollution			0313-8987	12/31/2024	12/31/2025	Each Claim Limit Policy Aggregate		$5,000,000 $5,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 26998488 BATCH: 3756610

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY OF NEW SMYRNA BEACH is included as an Additional Insured as respects to General Liability and Auto Liability

Blanket Additional Insured is included in the Professional Liability Policy under the Pollution provision only as required by written contract.

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company NAIC#: 18468
POLICY NUMBER: XS001814 24 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company NAIC#: 22314
POLICY NUMBER: NHA604323 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

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SR ID: 26998488 BATCH: 3756610 CERT: W37152801

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of CPH CONSULTING, LLC. (DBA; CPH, LLC.) (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND CPH CONSULTING, LLC. (DBA; CPH, LLC.), AGREE AS FOLLOWS:

1. The City and CPH CONSULTING, LLC. (DBA; CPH, LLC.), agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

CPH, LLC.

By: _____
Peter-John F. Sutch, President/CEO

Date: 5/24/2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/8/2024

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of CPH CONSULTING, LLC. (DBA; CPH, LLC.) (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND CPH CONSULTING, LLC. (DBA; CPH, LLC.), AGREE AS FOLLOWS:

1. The City and CPH CONSULTING, LLC. (DBA; CPH, LLC.), agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/29/2023

Attest: _____
Kelly McQuillen, City Clerk

CPH, LLC.

By: _____
Peter-John F. Sutch, President/CEO

Date: 6-5-2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/17/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of CPH CONSULTING, LLC. (DBA; CPH, LLC.) (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND CPH CONSULTING, LLC. (DBA; CPH, LLC.), AGREE AS FOLLOWS:

The City and CPH CONSULTING, LLC. (DBA; CPH, LLC.), agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

CPH, LLC.

By: _____
Peter-John F. Butch, President/CEO

Date: 6/10/2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/28/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 10th day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **CPH, Inc.**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT

shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed

by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making

all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents. (f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times,

the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access

to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in

accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal

certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by

the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST:

(Johnny R. Bledsoe, City Clerk)(Date)

By: _____
(James W. Hathaway, Mayor) (Date)

ATTEST:

Patricia Hunt, Secretary

CPH, Inc.

David A. Gierach, President 6/30/17
(Authorized Officer)(Date)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: _____ 3/10/17
(City Attorney) (Date)

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

Exhibit A

Rates & Reimbursables

CPH Standard Rates	
Category	**Rate**
Principal	$180
Senior Project Manager	$170
Project Manager	$150
Senior Project Engineer	$130
Project Engineer	$120
Principal Traffic Engineer	$170
Senior Traffic Engineer	$135
Traffic Engineer	$120
Traffic Analyst	$105
Principal Environmental Scientist	$170
Senior Environmental Scientist	$130
Lead Environmental Scientist	$105
Environmental Scientist	$95
GIS Analyst	$105
Arborist	$125
Principal Planner	$170
Senior Planner	$140
Planner	$100
Principal Architect	$170
Senior Architect	$150
Senior Architectural Manager	$130
Architect	$125
Senior Architectural Designer	$120
Architectural Designer	$105
Interior Designer	$115
Architectural Coordinator	$85
Principal Structural Engineer	$170
Senior Structural Engineer	$150
Structural Engineer	$120
Principal MEP Engineer	$170
Senior MEP Project Engineer	$150
MEP Project Engineer	$120
Senior Graphic Designer	$140
Graphic Designer	$80

CPH Standard Rates	
Category	**Rate**
Principal Landscape Architect	$170
Senior Landscape Architect	$140
Landscape Architect	$105
Senior Landscape Designer	$100
Landscape Designer	$85
Project Coordinator	$90
Senior Project Designer	$130
Project Designer	$110
Senior Design Technician	$105
Design Technician	$95
CADD Technician	$75
Administrative	$75
Clerical	$60
Network Admin. (I)	$80
Senior Construction Manager	$120
Construction Manager	$105
Construction Field Representative II	$110
Construction Field Representative I	$80
Principal Surveyor	$170
Senior Professional Surveyor	$130
Professional Surveyor and Mapper	$125
Field Technician/Designer	$105
Surveyor in Training	$100
Survey Project Manager/CADD	$105
Field Crew Coordinator	$100
Survey Party Chief	$85
Survey Instrument Man	$70
Senior Survey CADD Technician	$100
Survey CADD Technician	$75
Survey Crew (2 Man)	$155
Survey Crew (Construction Staking - 2 Man)	$180
Survey Crew (3 Man)	$225
GPS (1 Man) / Robotics	$145
GPS (2 Man)	$180
1 Man Scanner/Laser Survey Crew	$265
2 Man Scanner/Laser Survey Crew	$290

Schedule of Reimbursable Charges

Copies (B&W)

8.5 x 11	$0.05 Each
8.5 x 14	$0.10 Each
11 x 17	$0.20 Each

Copies (Color)

8.5 x 11	$0.25 Each
8.5 x 14	$0.30 Each
11 x 17	$0.35 Each

Mylars

24 x 36	$9.00 Each
32 x 42	$13.00 Each

Plots (B&W)

11 X 17	$ 0.21 Each
12 X 18	$ 0.24 Each
15 X 21	$ 0.35 Each
34 X 22	$ 0.83 Each
24 X 36	$ 0.96 Each
30 X 42	$ 1.42 Each
36 X 48	$ 1.92 Each

Plots (Color/Bond)

24 x 36	$24.00 Each
30 x 42	$35.00 Each
36 x 48	$48.00 Each

Mileage	At Current IRS Rates
Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: April 21, 2017

CPHEN-1 OP ID: KJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2017

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

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

PRODUCER
JCJ Insurance Agency
2208 Hillcrest Street
Orlando, FL 32803
Mark E. Jackson

CONTACT NAME: Kristin McIntosh
PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076
E-MAIL ADDRESS: certs@jcj-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Transportation Insurance	20494
INSURER D : RLI Insurance Company	13056
INSURER E :	
INSURER F :	

INSURED
CPH, Inc.
CPH Engineers, Inc.
500 West Fulton Street
Sanford, FL 32771

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		5099618199	04/01/2017	04/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	X XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5099618204	04/01/2017	04/01/2018	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			5099618218	04/01/2017	04/01/2018	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A		PSW0002907	01/01/2017	01/01/2018	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			RDP0023754	04/01/2017	04/01/2018	Per Claim	2,000,000
	Claims-Made Form						Aggregate	2,000,000

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

Certificate Holder, City of New Smyrna Beach, is an Additional Insureds with regards to General Liability when required by written contract.

CERTIFICATE HOLDER

NEWS210

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark E Jackson

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CPH, INC.
500 W. FULTON STREET
SANFORD, FL 32771

PHONE: 407.322.6841
FAX:407.330.0639
INFO@CPHCORP.COM

MAY 9 2017
3:00 PM

CITY OF NEW SMYRNA BEACH









cph

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES







May 8, 2017

500 W. Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639
www.cphcorp.com

City of New Smyrna Beach
Purchasing Coordinator
Finance Department
210 Sams Avenue, 2nd Floor
New Smyrna Beach, FL 32168

Re: RFQ 12-17-ENG, Continuing Professional Engineering Services

Dear Selection Committee Members:

CPH, Inc. (CPH) is pleased to provide our qualifications and team for the contract identified above. CPH has been established as a Florida corporation since 1981, and has been providing engineering services in Florida dating back to the 1960's through a predecessor firm. The firm's primary services include engineering, surveying, environmental science, landscape architecture, architecture, and construction management. CPH has successfully provided these services to numerous municipal clients in and around the area. CPH has maintained a local office in Sanford since 1981, and has provided engineering services on numerous projects within the City of New Smyrna Beach area, and over 500 projects in the surrounding area. Our Sanford office is located less than 35 miles from the County's offices, enabling CPH to meet onsite or at the City in 45 minutes or less.

CPH has the unique qualifications to include in-house contractors, surveyors, and environmental scientists. CPH has the experience and the qualified personnel available to work on these projects for the City. We are in the best position to accomplish the design, permitting, and construction in the shortest time and most cost-effective manner possible so that projects are brought online as soon as possible.

The City of New Smyrna Beach is a very important client to us and we are committed to accomplishing the City's work in a timely, efficient, and professional manner. CPH has provided services to many municipalities within Florida for over 36 years. Projects for these clients have included new facilities, renovations, repairs, and expansions. CPH has assembled a diverse and highly trained group of professionals with experience in all discipline areas requested by the City. Our team is capable of providing services in every aspect that may emerge under this contract. Further, CPH has extensive experience in obtaining financial assistance for projects from traditional sources, such as loans, grants, or federal/state appropriations, but also has the know-how for using the P3 (Public Private Partnership) platform to bring projects to fruition. We also have the relationships necessary to facilitate getting exciting projects in front of decision makers that control the purse strings at state and federal levels. Recently, CPH has won competitive EECBG grants, assisted in the award of SRF loans, and prepared/administered ARRA, FDEP Section 319, CDBG, and Water Management District/DEP grants.

For more than three decades, we have been creating sustainable places to live, work, learn and play. Our portfolio of completed projects, has given us the insight and expertise that will allow us to successfully complete projects for The City of New Smyrna Beach. CPH's team has a high percentage of implementation as it relates to the master plans and concepts that have been imagined by our creative team. We understand how important it is to create a space that functions not only now, but for the long term. As a qualified full-service architectural and engineering firm, CPH has the staff, capacity, and experience to provide successful projects to the City. Our team is dedicated to providing quality design solutions, and has provided services for over 60 different fire, police, health, historic renovation, parks, and public safety projects. CPH is a registered member of the Florida Green Building Coalition, US Green Building Council (USGBC), and Green Globes Professionals. The team is dedicated to providing economical designs that are safe, reliable, and sustainable.

CPH is an excellent partner for the City of New Smyrna Beach because CPH has:

- **A strong list of experienced local resources.** CPH maintains a qualified full time staff in the Sanford office and we have the ability to supplement our services from our 240+ staff members in Florida.

- **Employee Owned Florida Based Corporation** – Our employees have a stake in the successful execution of all projects. Members of our proposed team are owners of the company; and therefore will ensure all projects are completed on or ahead of schedule, exceeding the County's expectations.

- **Knowledge of local issues.** The team is comprised of staff members that live and work in the area and have worked on projects in and around the City of New Smyrna Beach.

- **Qualified construction staff.** CPH has specialized teams that have worked on numerous architecture and roadway projects together, and have a long list of satisfied clients.

- **Commitment.** CPH is the eleventh largest engineering firm in Central Florida and in the top 500 in the nation. We have achieved this by completing quality projects and providing clients with a commitment of satisfaction as a direct result of the participation of the owners of the firm.

- **Strong Project Leadership and Execution Team Provides Cost Effective Solutions** – We are cost conscious and time sensitive with a proven track record of delivering projects on time and within budget.

We appreciate the opportunity to submit our qualifications and look forward to continuing our successful working relationship with the City of New Smyrna Beach.

Sincerely,
CPH, Inc.

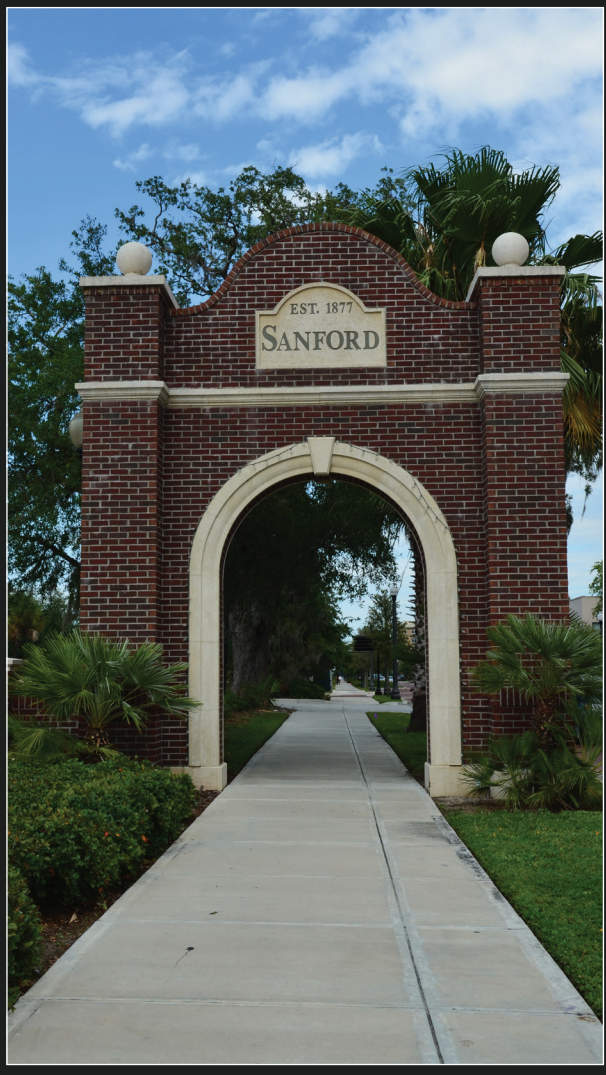


David A. Gierach, P.E., CGC / President

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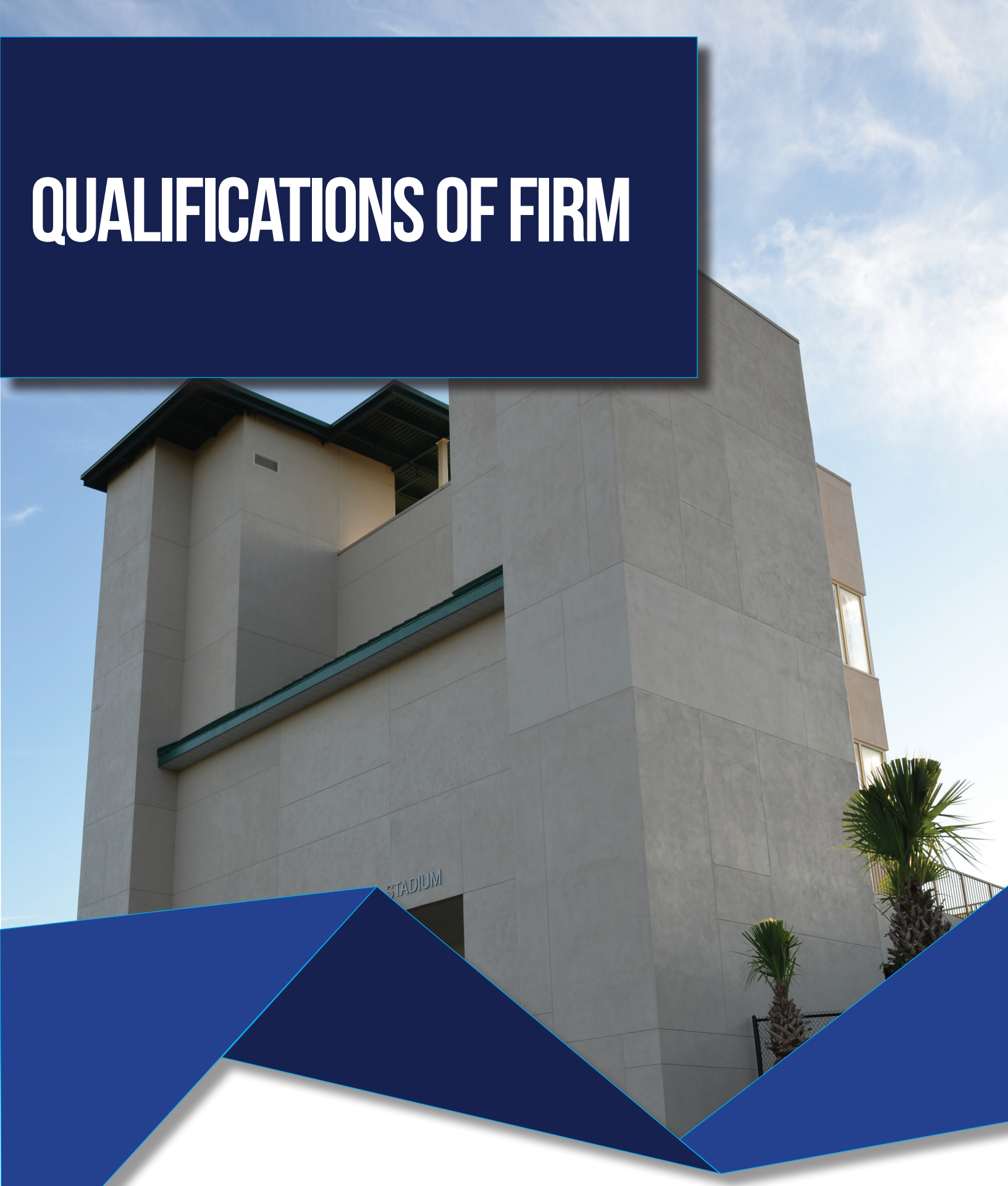
TAB		PAGE
SECTION 1	QUALIFICATIONS OF FIRM	04
SECTION 2	EXPERIENCE	55
SECTION 3	CLIENT REFERENCES	89
SECTION 4	OTHER	98
SECTION 5	REQUIRED FORMS	104





1019

QUALIFICATIONS OF FIRM



TAB 1
1020

OVERVIEW OF THE FIRM

CPH HAS BEEN PROVIDING SERVICES IN THE AREA SINCE THE 1960'S AND HAS BEEN ESTABLISHED SINCE 1981 AS A PRIVATELY-OWNED FLORIDA CORPORATION.

CPH is extremely well qualified to provide services to the City of New Smyrna Beach. We have been working with the City of New Smyrna Beach on the development of projects since 2014. CPH has eleven (11) offices throughout the State of Florida and the team has provided services for numerous similar size Clients under Continuing Contracts. As a result the team understands the need to provide quality responsive services and is staffed to provide services for planned tasks as well as un-planned emergencies. The CPH team is a clear choice for the City and will bring the same level of quality and professionalism as we have provided to other clients to the Professional Engineering Services Contract.

CPH has been serving the needs of numerous Florida communities since the 1960's, and has been established since 1981 as a privately-owned Florida Corporation. CPH has nearly a half a century of experience in providing these services to municipal and other public sector clients, all within the State of Florida. CPH has cooperatively worked with user groups and other parties to deliver successful projects that serve the clients' and community needs. The CPH Team has completed numerous relevant projects in Florida and can provide literally any discipline required for the "Professional Engineering Services."

The CPH Team provides the following services for our clients' benefit:

- Architecture and Interior Design
- Traffic Planning and Engineering
- Transportation Planning and Design
- Streetscape/Hardscape Design
- Urban Design and Planning
- Landscape Architecture
- Stormwater Planning and Design
- Permitting
- Cost Estimation
- Value Engineering
- Graphic Design
- Surveying and Mapping/G.I.S.
- Public Relations
- Sustainability Design/Planning
- Grant/Alternative Funding
- Utility Planning and Design
- Construction Management/ Administration

WHY CHOOSE US?

- 240+ STAFF AVAILABLE
- SERVING THE CITY SINCE 2014
- 21 YEARS IN VOLUSIA COUNTY
- 50 PROJECTS COMPLETED THROUGHOUT THE CITY

EXPERTS

CPH LICENSES

PROFESSIONAL ENGINEERS



State of Florida

Board of Professional Engineers

Attests that

CPH, Inc.

d/b/a: CPH

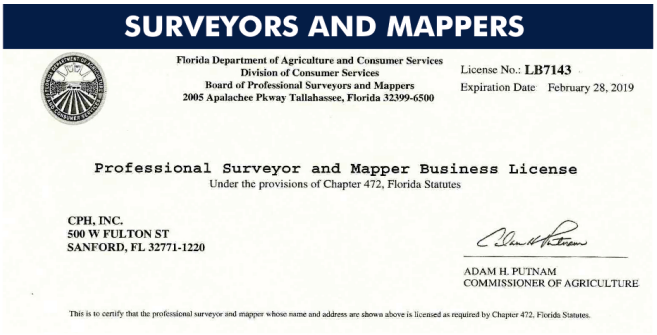
Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201900534 R

CA Lic. No: 3215

SURVEYORS AND MAPPERS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7143
Expiration Date: February 28, 2019

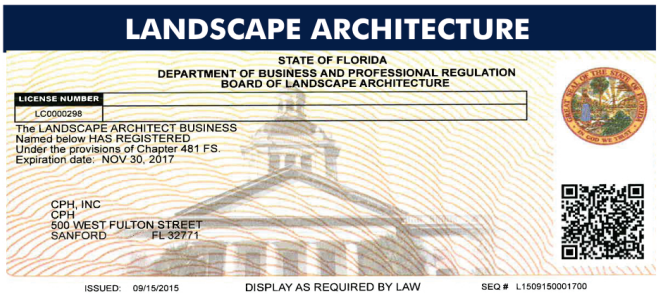
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, INC.
500 W FULTON ST
SANFORD, FL 32771-1220

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

LANDSCAPE ARCHITECTURE



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

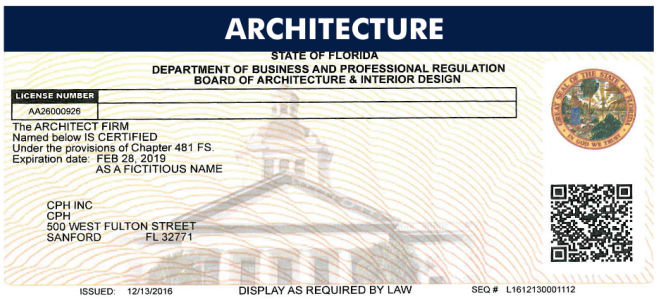
LICENSE NUMBER
LC0000298

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

CPH, INC
CPH
500 WEST FULTON STREET
SANFORD FL 32771

ISSUED: 09/15/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1509150001700

ARCHITECTURE



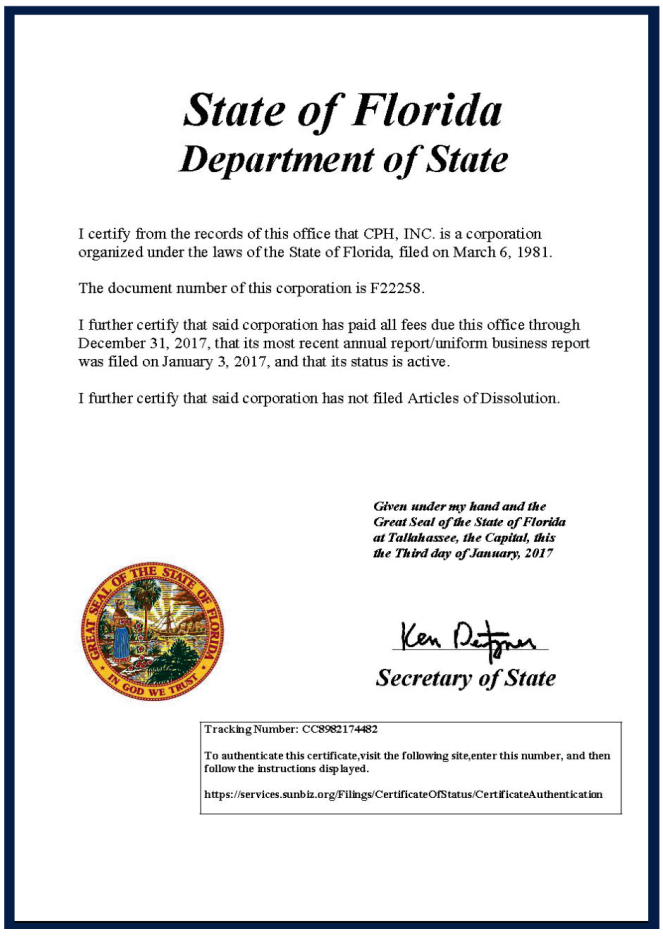
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AA26000926

The ARCHITECT FIRM
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019
AS A FICTITIOUS NAME

CPH INC
CPH
500 WEST FULTON STREET
SANFORD FL 32771

ISSUED: 12/13/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1612130001112



State of Florida
Department of State

I certify from the records of this office that CPH, INC. is a corporation organized under the laws of the State of Florida, filed on March 6, 1981.

The document number of this corporation is F22258.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 3, 2017, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2017

Secretary of State

Tracking Number: CC8982174482

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

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

CPH INSURANCE CERTIFICATIONS

CPHEN-1 OP ID: KM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2017

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

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PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	CONTACT NAME: Kristin McIntosh PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED CPH, Inc. CPH Engineers, Inc. 500 West Fulton Street Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : Transportation Insurance — 20494 INSURER D : RLI Insurance Company — 13056 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			5099618199	04/01/2017	04/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5099618204	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			5099618218	04/01/2017	04/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002907	01/01/2017	01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab Claims-Made Form			RDP0023754	04/01/2017	04/01/2018	Per Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

FORPROP

For Proposal Purposes
****
****

CANCELLATION

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

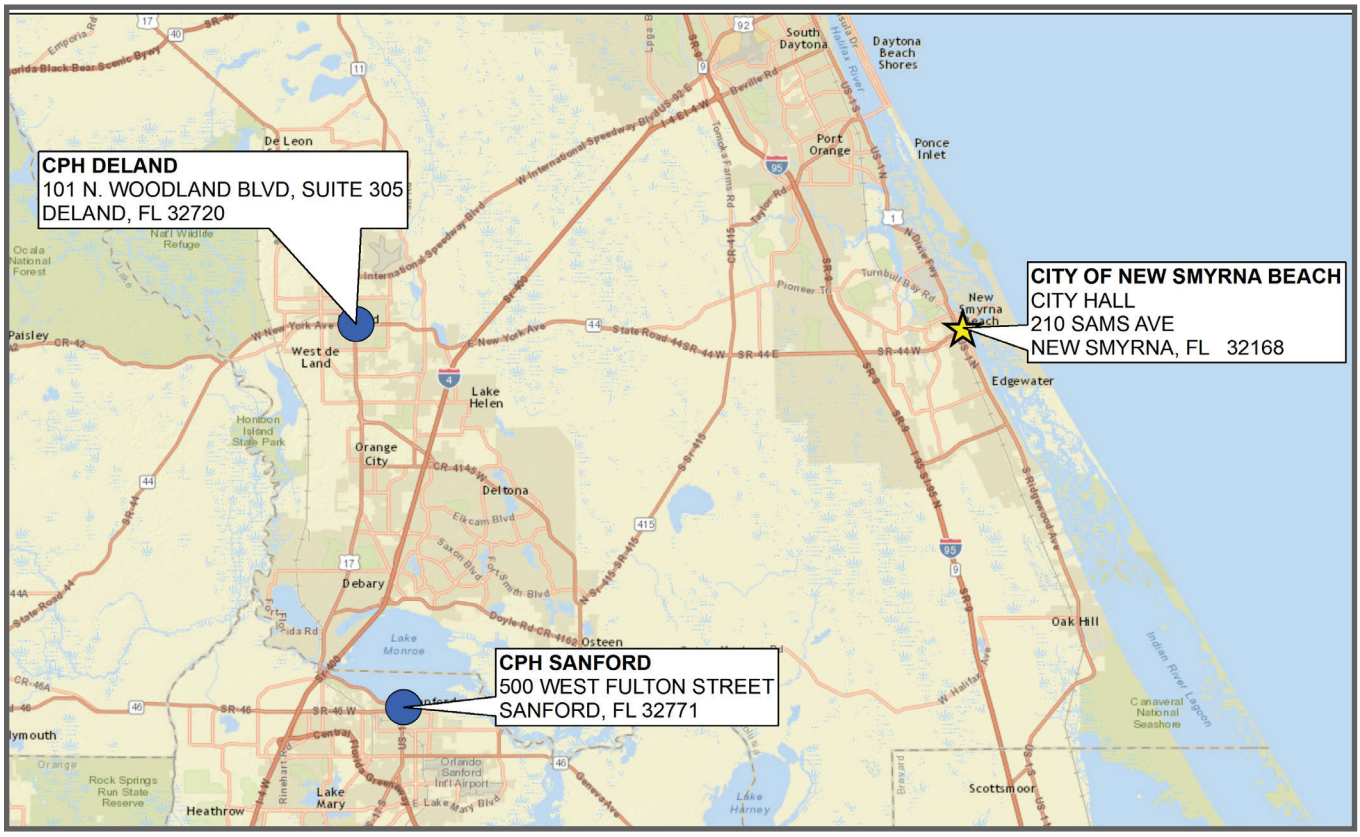
AUTHORIZED REPRESENTATIVE

Mark E Jackson

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

CPH OFFICE LOCATIONS

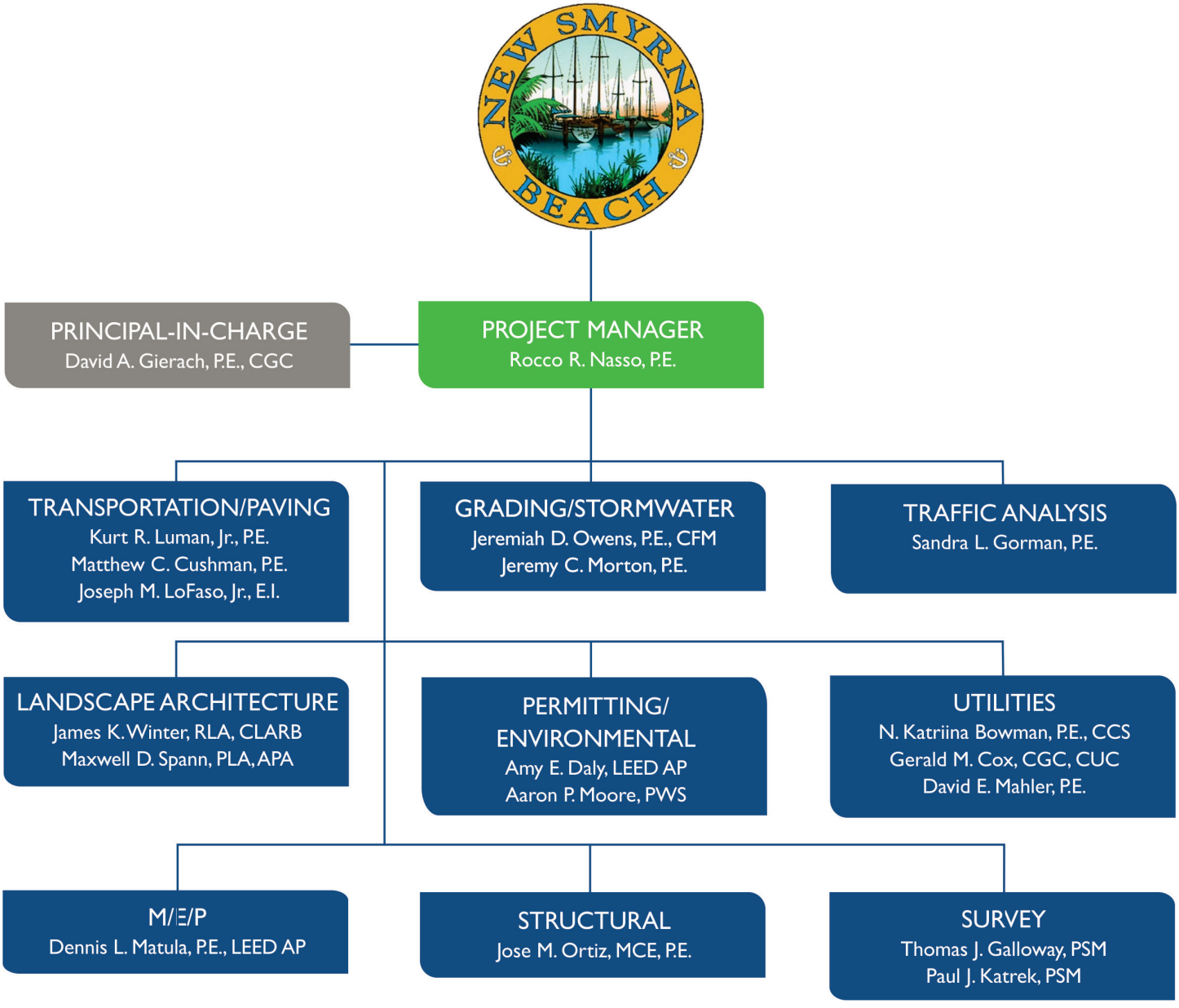


OFFICE LOCATION	APPROXIMATE DISTANCE FROM CITY OFFICES
CPH Sanford	**32.1 Miles**
CPH DeLand	24.5 Miles

CPH has eleven (11) offices in the State of Florida with support of approximately 240 personnel throughout the company to assist in the projects for the City of New Smyrna Beach. **The City will have the direct commitment of the CPH Sanford office located at 500 W. Fulton Street, Sanford, FL 32771 and the CPH DeLand office located at 101 N. Woodland Blvd., Suite 305, DeLand, FL 32720**. The Sanford and DeLand offices are staffed with employees that include registered personnel, administrative staff, and owners of the firm to accomplish the projects on time and within budget.

ORGANIZATIONAL CHART

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas of engineering requested by the City of New Smyrna Beach. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services for the "Professional Engineering Services" contract.



The CPH team is made up of many long term staff members, with many of the proposed staff members working together at CPH for over 15 years. This longevity and our 35+ year history gives us the capability to maintain staff consistently throughout the life of any project assigned by the City of New Smyrna Beach. In additions, many of our staff are long-term residents of the City and Volusia County. Our team members have a vested interest in providing cost effective services that meet and exceed the City's needs.



David A. Gierach, P.E., CGC

Principal-in-Charge

32 Total Years of Experience • 28 Years with CPH

Experience

Mr. Gierach serves CPH as President and has over 32 years of experience in engineering and construction for projects that include trails, parks, roadways, treatment facilities, pump/lift stations, drainage, pipelines, and vertical construction projects. He has managed the planning, design, permitting, and construction of projects that range from $1 Million to projects over $200 Million in value. Mr. Gierach has provided services to clients including the Cities of Palm Coast, Sanford, Lake Mary, Casselberry, Winter Springs, Orlando, the U.S. Navy and Volusia County among numerous others.

Education

B.S. in Environmental Engineering, University of Florida

Professional Registrations, Certifications, Memberships

Professional Engineer – FL (No. 38642)
General Contractor License – FL (No. 060789)

Key Strengths

- Project Management
- Trail/Sidewalk Design
- Roadway / Transportation
- Construction Administration
- Stormwater Management
- Planning, Design and Engineering Services during construction for water, wastewater, and reclaimed water type projects
- Process Design / Analysis
- Master Water / Wastewater / Reclaimed Water Plans


Alabama Avenue Greenway


Spec Martin Stadium/Earl Brown Park


US 17/92 Riverwalk


Earl Brown Park Improvements


Springhill Boys and Girls Club


Sanford 1st Street Streetscape


WTP#2 – Disinfection By-Products


Westside Community Center

Representative Projects

- Spec Martin Stadium and Earl Brown Park Improvements
- Springhill Boys and Girls Club
- DeBary Splash Park
- Alabama Avenue Greenway (FDOT LAP)
- Sanford 1st Street Streetscape Improvements (FDOT LAP)
- US 17/92 Riverwalk, Phase II (FDOT LAP)
- Westside Community and Recreation Center
- Spring Hill Park and Trail
- Bunnell Trail (FDOT LAP)
- Sanford Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements
- Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)
- Cloud Branch and Mill Creek Drainage Improvements

Detailed Project Descriptions

US 17/92 Riverwalk, Phase II & III (FDOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- LAP Funded and extensive coordination with FDOT

Springhill Boys and Girls Club

- Provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill
- Included a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing
- The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office
- The ancillary rooms include ADA Restrooms and a Mechanical/ Electrical Room

Spec Martin Stadium Design Criteria Package and Earl Brown Park Improvements

- Development of design/build criteria package to assist the City of DeLand during the selection process.
- Design involved a new press box, training room and locker room additions, landscaping and civil improvements for the stadium including stormwater, site design, minor roadway improvements, and parking lot design
- Responsible for site and stormwater design for the Wayne Sanborn Senior Center replacement project (and related parking), parking lot serving Spec Martin Stadium, parallel parking and traffic calming along Alabama Ave.
- Includes an amphitheater, basketball courts, restroom/concession building, playground area, and a hardscaped entryway feature

Alabama Avenue Greenway (FDOT LAP)

- Provided civil, planning, survey, landscape architecture, permitting
- Project consisted of 2.1 Mile Multi-Use Path/ 12' Wide
- Responsible for planning and Study of 5 Mile Extension Phase II
- LAP Funded and extensive coordination with FDOT
- Extensive public involvement and limited ROW and easements
- Project was located in historic residential and business districts
- "Florida Friendly" Landscape Design

Westside Community and Recreation Center

- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

City of Sanford's Water Treatment Plant No. 2 – Disinfection By-Product Reduction Improvements

- Design and CEI of improvements at the existing WTP No. 2 to remove organics from the raw water. The improvements include the addition of ozone treatment to reduce hydrogen sulfide levels and six (6) new 40,000 lb. GAC cylinders to removal total organic carbon. The project also included a new chemical storage and pump building, on site piping, new operations building, SCADA/Controls, and demolition of existing cascading aerators.

Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)/Islamorada

- CPH's areas of responsibility included the design and permitting of the vacuum collection system for the Island of Upper Matecumbe Key; vacuum pumping stations for the Islands of South Plantation Key, Upper Matecumbe Key and Lower Matecumbe Key; and low pressure force main collection systems for the Island of Windley Key and portions of Upper Matecumbe Key.
- CPH provided input data and documentation associated with areas of responsibility incorporated into the Preliminary Design Report for the overall project.
  This work included an analysis of flow data that incorporated FKEC water consumption information, review of existing package wastewater plants, and survey/analysis provided within the project solicitation documents in order to properly project anticipated wastewater flows for system design

Cloud Branch and Mill Creek Drainage Improvements

- Performed services throughout this multi-phase project which has involved preparing and implementing a stormwater management plan for the Mill Creek and Cloud Branch Drainage Basins
- The project included surveying and inventory of the existing system, extensive basin modeling using ICPR software, development of construction plans, and permitting through the SJRWMD



Rocco R. Nasso, P.E.

Project Manager

17 Total Years of Experience • 17 Years with CPH

Experience

Mr. Nasso serves CPH as a Project Manager and Engineer. His design experience includes stormwater calculations and modeling (ICPR and Hydraflow), transmission main design and modeling (WaterCAD), pump sizing, and lift station design. His other duties include the preparation, construction coordination with contractors in the build out phase and processing of permits through various regulatory and municipal agencies.

Education

B.S. in Civil Engineering, University of Central Florida, 2001

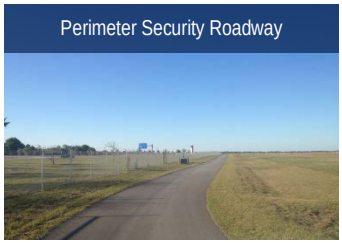
Professional Registrations, Certifications, Memberships

Professional Engineer - FL (No. 64727), Qualified Stormwater Management Inspector (FDEP), Intermediate Maintenance of Traffic Certification, OSHA Construction Safety and Health Certification, Advanced Maintenance of Traffic

Key Strengths

- Construction Documents and Administration
- Extensive expertise with large drainage basins
- Expert in Conveyance systems
- Stormwater Management Systems
- Utility Distribution Systems
- Roadway Design
- Construction Documents and Administration


Yankee Lake

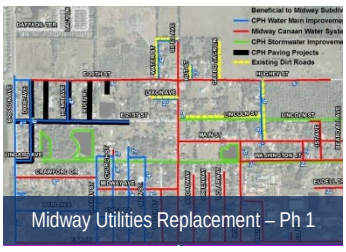

Perimeter Security Roadway


Volusia-Sanford Recl. Interc.


Lake Harriet Water Transmission


Sand Pond Road / Skyline Drive


Palm Coast Wellfield



Midway Utilities Replacement – Ph 1


Area IV Well Outfitting and RWM

Representative Projects

- New Smyrna Beach Utilities Commission – Biosolids Improvements
- Sand Pond Road and Skyline Drive
- Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II
- Midway Utilities Replacement - Phase 1
- Lake Harriet Water Transmission Main
- Seminole County Regional Water Treatment Facility at Yankee Lake
- Pump Station Upgrades – FY 2012
- Volusia-Sanford Reclaimed Interconnect
- Seminole County Interconnects
- State Road 16 Water System Interconnect
- Pipe Bursting of Potable Water Mains Using Pre-Chlorinated Pipe
- Palm Coast Well Field
- Apple Valley Interconnect - Phase 3
- St. Johns Parkway (Phases I, II, & III)
- Water Main Looping Construction

Detailed Project Descriptions

Sand Pond Road and Skyline Drive

- 1.25 mile project consists of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides
- Implemented recommendations identified in a previous study to eliminate roadway flooding, improve traffic flow, and improve safety along the corridor

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II

- Phase I- Drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field
- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

Midway Utilities Replacement, Phase I

- Performed limited inspection services, shop drawing review, post design services, attendance at progress meetings, as-built drawings, clearance letter, certification of completion of construction, substantial completion and final inspections, review of change orders, and negotiation assistance for changes in the work.
- Construction of approximately 9,600 l.f. of 4-inch to 10-inch water lines to replace the existing substandard and undersized water mains, water services, and fire hydrants

Seminole County Regional Water Treatment Facility at Yankee Lake

- 10 MGD (expandable to 25 MGD) water treatment facility is being constructed, as part of this overall effort, Reiss Engineering, partnered with the team to serve as the Construction Management (CM) team
- Offsite piping included the opencut installation of approximately 40,000 LF of dual 42" HDPE raw water pipline with 36" ductile iron pig stations.
- Onsite yard piping consisted of approximately 12,000 LF of process piping ranging from 4" to 36" diameter.
- Installation of offsite large diameter piping, conduits for electric power and fiber optic cable from the raw water pump station to the treatment facility site
- Construction of a raw water pump station and intake structure to be located on the St. Johns River

Palm Coast Well Field

- Design included drilling test wells to determine potential yields within the well field, modeling the well field potential, and developing a raw water well location plan
- Phase I – included: 6 Wells, gravel packed, 100 ft. deep +/-, Capacity of 1.5 MGD, 3 stand-by generators (2 wells for each generator), and 12,000 l.f. of PVC raw water piping ranging in size from 8-inch to 16-inch
- Phase II – included: 12 Wells, gravel packed, 100 ft. deep +/-, Projected capacity of 3.0 MGD, 6 stand-by generators, (2 wells for each generator), and 35,000 l.f. of PVC raw water piping ranging in size from 8-inch to 24-inch

Volusia-Sanford Reclaimed Interconnect

- This project will connect to the existing 20-inch DIP line with a new 20-inch DIP line and head north through Seminole County's Lake Monroe Park (Wayside Park)
- The line will be drilled beneath the St. Johns River into Volusia County on the north side of the river, then moved north along the FDOT right of way for US Highways 17/92 and enter Volusia County's Lake Monroe Park
- Performing the design permitting and construction services for the Volusia County portion of this project
- The projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD



Kurt R. Luman, Jr., P.E.

Project Engineer

19 Total Years of Experience • 18 Years with CPH

Experience

Mr. Luman serves the firm of CPH in the capacity of Vice President of our Transportation Services. He is responsible for managing, engineering, and designing roadway, traffic, and trail projects, including geometric design, stormwater management systems, traffic intersections, and traffic control plans. Mr. Luman is also responsible for the preparation and processing of permits through various regulatory agencies including FDOT Local Agency Program (LAP) projects. In addition to highway and traffic design he has experience in preparing stormwater pollution prevention plans, construction estimates and site inspections.

Education

B.S. in Civil Engineering, University of Central Florida

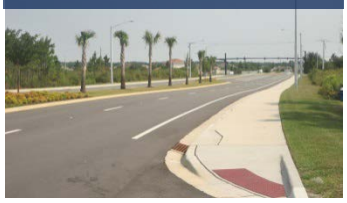
Professional Registrations, Certifications, Memberships

Professional Engineer - FL (No. 65036)
Advanced Maintenance of Traffic

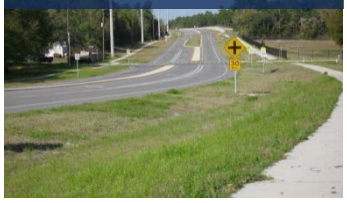
Key Strengths

- Roadway paving, widening, extensions, new roads; as well as turn lane additions and traffic upgrades
- FDOT guidelines and FDOT LAP
- Trails and Shared-Use Paths
- Signing and Pavement Parking
- Maintenance of Traffic Plans
- Streetscapes
- Public Involvement
- Permitting
- Drainage/Flood Plain

Belle Terre Parkway



Rhode Island Ave/Westside Pkwy



SR 884 Intersection Improvements

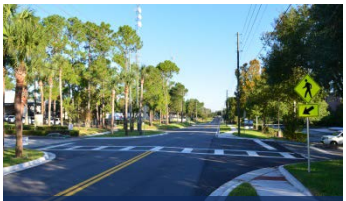


St. Johns Parkway





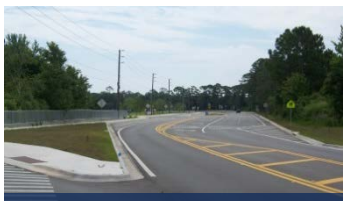
Belle Terre/Whiteview Int. Impr.



Sand Pond Road / Skyline Drive



Sheldon Rd and Waters Ave Int. Impr.



Tenth Street

Representative Projects

- Sand Pond Road and Skyline Drive
- Belle Terre Parkway Four Lane Design
- Central Winds Recreational Facility Roadway Improvements
- W. Central Blvd. Sanitary Sewer and Streetscape Design/Build
- Sanford Street Streetscape and Gateway Improvements
- Lithia Pinecrest Road PD&E Study and Four-Laning
- John Anderson Highway Widening
- St. Johns Parkway
- Rhode Island Avenue and Westside Parkway
- Bahia Avenue – Marion County
- Tenth Street - Volusia County
- SR 884 (Colonial Blvd.)/Fowler St. Intersection Improvements
- Fishhawk Boulevard Four-Laning Design
- Powell Adams Road and US Hwy 98
- Hillsborough County PD&E – Sheldon Road and Waters Avenue Intersection Improvements
- Daytona Beach Mason Avenue

Detailed Project Descriptions

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando
- The primary purpose of the project is to upsize the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. to serve the future MLS Stadium and Sports Entertainment District
- Additional improvements include rebuilding the roadway including removal of the underlying brick, placing all overhead utility lines underground, two mast arm traffic signals, and landscape/hardscape features including street lighting, brick paver walkways, and street furniture

Central Winds Recreational Facility Roadway Improvements

- CPH has provided numerous services at Central Winds Park, most recent upgrade consisted of the paving, grading and installation of a drainage system on an existing access road
- Project included the paving of approximately 1,300 LF of roadway
- Responsible for the round-a-bout design

Sand Pond Road and Skyline Drive

- 1.25 mile project consisted of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides
- Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination and permitting through SJRWMD and Seminole County

Belle Terre Parkway Four-Laning

- Approximately 4.1 miles of a four-lane divided roadway
- Four 12-foot travel lanes and two four-foot bicycle lanes
- Provided general traffic engineering services including access management studies, traffic volume projections and traffic signal warrant analysis
- Four (4) separate drainage basins with one basin extending two miles
- Two major drainage canals utilized by the City to control the flooding throughout the City were within the project limits and required upgrading

Rhode Island Avenue and Westside Parkway

- 1.4 mile, 4-lane divided roadway with 22’ median
- Signal design included a new strain pole signal at US 17-92, which required FDOT driveway connection permitting and significant coordination with traffic ops to allow for lane shifting through the intersection to provide for the phased construction

Tenth Street, Volusia County

- This task consisted of reconstructing 1.2 miles of an existing 2-lane rural road to a 4-lane divided urban road
- The proposed cross-section included four 12-ft lanes with 4-ft bike lanes in both directions
- Also assisted Volusia County by preparing right-of-way maps, and legal sketches and descriptions for the additional right of way and pond sites
- The maintenance of traffic was also a critical element to maintain to ensure full access to both schools, by both vehicles and pedestrians, during construction

St. Johns Parkway

- St. Johns Parkway, Phase 1 - Sanford, Florida – Phase 1 of this project consisted of widening existing Jewett Lane (renamed St. Johns Parkway) from the Smith Canal to approximately 400-ft west of Meisch Road, resulting in 1,650 LF of a new three lane road.
- Major construction items included construction of a 28-ft span x 7-ft rise x 72-ft long concrete arch culvert and wingwalls at the canal, curb and gutter, sidewalk, guardrail, aluminum handrail, and storm sewer (ranging in size from 15" to 48"x72").
- Utilities construction will consist of approximately 1,750 l.f of new 12" water main and 1,900 l.f. of new 8" reclaimed water main.

SR 884 (Colonial Blvd.)/Fowler St. Intersection Improvements

- Consists of modifying the southbound to westbound channelized right turn lane or “slip-right” due to a high volume of side-swipe vehicle collisions
- Provided various alternative solutions to determine the optimal solution
- Performed an American with Disabilities Act (ADA) analysis of the pedestrian features for the entire intersection
- The analysis identified all ADA and FDOT deficiencies and recommended improvements



Matthew C. Cushman, P.E.

Project Engineer

12 Total Years of Experience • 11 Years with CPH

Experience

Mr. Cushman serves the firm of CPH as a Project Engineer. He is responsible for the design and engineering of transportation infrastructure, grading, signalization, drainage, as well as the preparation and processing of permits through statewide regulatory agencies. Prior to working with CPH, he worked as a Traffic Signal Designer and Inspector for the F.D.O.T. District 5 Traffic Operations in Deland, FL. The FDOT position included the design of District 5 transportation systems and the signalization of major state road intersections. Mr. Cushman has designed transportation improvements and throughout the State of Florida.

Education

B.S. in Aerospace Engineering, Minor in Mathematics and Foreign Relations, Embry-Riddle Aeronautical College

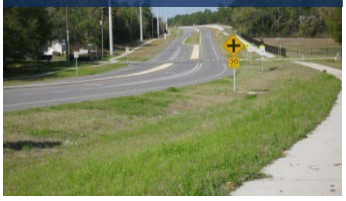
Professional Registrations, Certifications, Memberships

Professional Engineer – FL (No. 73150)
Traffic Signal Inspector, IMSA Certified - FL

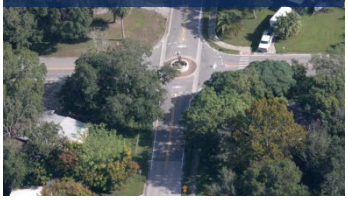
Key Strengths

- Roadway Paving
- Roadway Widening
- Extensions
- New Roads
- Turn Lane Additions and Traffic Upgrades
- FDOT Guidelines and FDOT LAP
- Permitting
- Public Involvement
- Trails and Shared-Use Paths

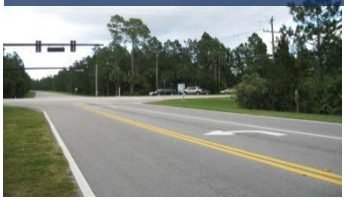
Rhode Island Ave/Westside Pkwy



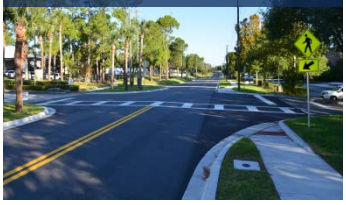
Oleander Avenue



Belle Terre/Whiteview Int. Impr.

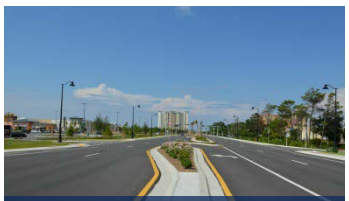


Sand Pond Road / Skyline Drive

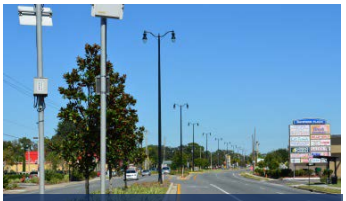




Rhode Island Avenue



Powell Adams Road



US 17-92 Beautification



Tenth Street

Representative Projects

- Sand Pond Road and Skyline Drive
- Sanford 1st Street Streetscape Improvements (FDOT LAP)
- Belle Terre Parkway Four Laning
- John Anderson Highway Widening
- Pine Lakes Parkway
- Rhode Island Avenue and Westside Parkway
- Powell Adams Road and US Hwy 98 – Panama City Beach CRA
- Oleander Avenue
- Sanford's US 17-92 Beautification
- Rhode Island Avenue
- Belle Terre/Whiteview Intersection Improvements
- Tenth Street - Volusia County
- John Anderson Highway Widening
- City of Sanford- Magnolia Avenue

Detailed Project Descriptions

Sand Pond Road and Skyline Drive

- 1.25 mile project consisted of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides
- Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination and permitting through SJRWMD and Seminole County

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando
- The primary purpose of the project is to upsize the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. to serve the future MLS Stadium and Sports Entertainment District
- Additional improvements include rebuilding the roadway including removal of the underlying brick, placing all overhead utility lines underground, two mast arm traffic signals, and landscape/hardscape features including street lighting, brick paver walkways, and street furniture

Belle Terre Parkway Four-Laning

- Approximately 4.1 miles of a four-lane divided roadway
- Four 12-foot travel lanes and two four-foot bicycle lanes
- Provided general traffic engineering services including access management studies, traffic volume projections and traffic signal warrant analysis
- Four (4) separate drainage basins with one basin extending two miles
- Two major drainage canals utilized by the City to control the flooding throughout the City were within the project limits and required upgrading

US 17/92 Riverwalk, Phase II (FDOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- LAP Funded and extensive coordination with FDOT
- Advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge

Rhode Island Avenue and Westside Parkway

- 1.4 mile, 4-lane divided roadway with 22' median
- Signal design included a new strain pole signal at US 17-92, which required FDOT driveway connection permitting and significant coordination with traffic ops to allow for lane shifting through the intersection to provide for the phased construction

Tenth Street, Volusia County

- This task consisted of reconstructing 1.2 miles of an existing 2-lane rural road to a 4-lane divided urban road
- The proposed cross-section included four 12-ft lanes with 4-ft bike lanes in both directions
- Also assisted Volusia County by preparing right-of-way maps, and legal sketches and descriptions for the additional right of way and pond sites
- The maintenance of traffic was also a critical element to maintain to ensure full access to both schools, by both vehicles and pedestrians, during construction

Oleander Avenue

- Approximately 1000-ft of new 2 lane road between two existing streets in order to improve access to residential areas
- The project also includes surveying, environmental investigations, geotechnical investigations, the design of a stormwater collection system, incorporating stormwater improvements on existing streets, landscape and irrigation, and the design of a new traffic circle

Belle Terre/Whiteview Intersection Improvements

- Widened Whiteview Parkway to provide for left turn lanes on both the eastbound and westbound approach to Belle Terre Pkwy
- Added a northbound right turn lane and southbound right turn lane on Belle Terre Pkwy
- Extended the southbound left turn lane on Belle Terre Pkwy
- Performed the required drainage analysis and modifications to ensure capacity and conveyance was maintained
- Designed Mast Arm Traffic Signals, with pedestrian features

Joseph M. LoFaso, Jr., E.I.
Project Engineer

3 Total Year of Experience • 2 Year with CPH

Experience

Mr. LoFaso serves CPH as a Project Designer in the Transportation Department. He is responsible for data collection, processing and analysis on our roadway and traffic projects. He excels at design, cost estimation and scheduling. Previous to joining CPH, Mr. LoFaso worked with the City of Orlando in their Transportation Engineering Division as a Signalized Systems Technician. He was responsible for analyzing and interpreting automobile crash data, performing field reviews of existing siganlized intersections for compliance with current FDOT and MUTCD criterion, designed and fabricated street signs, and collecting and analyzing traffic data.

Education

B.S. in Civil Engineering, University of Central Florida
M.S. in Civil Engineering, University of Central Florida

Professional Registrations, Certifications, Memberships

Engineer Intern – FL
Advanced Maintenance of Traffic

Key Strengths

- Roadway Design
- Maintenance of Traffic Plans
- Traffic Reports and Analysis
- Signing and Pavement Parking

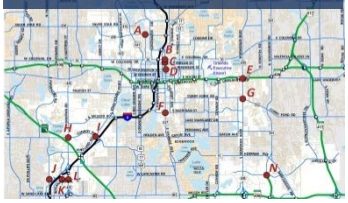
Central Winds Roadway Improv.



Mitchell Hammock/Lake Jessup



Orlando Red Light Camera Program



Orlando Sign Fabrication

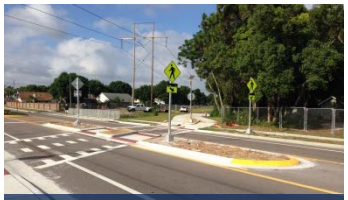




Greenway Multi-Use Trail, N Ext. A



US 17/92 Riverwalk Ph II & III



Seminole Wekiva Trail



W. Central Blvd. Sanitary Sewer

Representative Projects

- Central Winds Roadway Improvements
- Mitchell Hammock/Lake Jessup Intersection Improvements- City of Oviedo
- W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build
- US 17/92 Riverwalk, Phase II & III (FDOT LAP)
- Shingle Creek Trail Design (FDOT LAP)
- Seminole Wekiva Trail, Phase IV (FDOT LAP)
- Largo West Bay Trailhead
- DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)
- Riverwood CDD- Intersection Signalization Construction

Detailed Project Descriptions

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando
- The primary purpose of the project is to upsize the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. to serve the future MLS Stadium and Sports Entertainment District
- Additional improvements include rebuilding the roadway including removal of the underlying brick, placing all overhead utility lines underground, two mast arm traffic signals, and landscape/hardscape features including street lighting, brick paver walkways, and street furniture

Central Winds Roadway Improvements

- CPH has provided numerous services at Central Winds Park, most recent upgrade consisted of the paving, grading and installation of a drainage system on an existing access road
- Project included the paving of approximately 1,300 LF of roadway
- Responsible for the round-a-bout design

US 17/92 Riverwalk, Phase II & III (FDOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- LAP Funded and extensive coordination with FDOT
- Advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge

Mitchell Hammock/Lake Jessup Intersection Improvements

- The Mitchell Hamock /Lake Jessup Intersection improvement project includes the design and permitting of a new mast arm signal, extending the existing eastbound and westbound left turns lanes and adding a northbound left turn lane
- This project was awarded through our continuing engineering contract and was needed due to the growth of the area and demand at the intersection

DeLand Greenway Multi-Use Trail, North Extension Part A (FDOT LAP)

- This FDOT LAP project will extend the recently constructed Alabama Ave Greenway Multi-Use Trail approximately 7,000 feet
- Includes landscaping, hardscaping, signage, traffic calming elements and other aesthetic features
- Includes survey, ROW analysis, design, permitting, and obtaining approval of proposed bid documents and design from FDOT and Volusia County

Seminole Wekiva Trail, Phase IV (FDOT LAP)

- Provided civil, survey, landscape architecture, permitting
- Project consisted of 2.5 Mile Multi-Use Path/14' Wide
- LAP Funded and extensive coordination with FDOT
- Coordination with multiple municipalities

Largo West Bay Trailhead (FDOT LAP)

- CPH was selected by the City of Largo to perform Preliminary and Final Design Services for the W. Bay Drive Trail Head along the regional Pinellas Trail.

SE 47TH Terrace Streetscape Improvements

- CPH was selected by the City of Cape Coral to perform design, permitting, and construction administration for the SE 47th Terrace Streetscape Improvements.
- Additional services include a force main extension along 15th Place east to Del Prado.



Jeremiah D. Owens, P.E., CFM

Project Engineer

14 Total Years of Experience • 12 Years with CPH

Experience

Mr. Owens works as a Project Manager and has 14 years of experience in design and construction management/ administration of many aspects of municipal and private projects including utility routing, floodplain management, conveyance systems, stormwater management systems, roadway design, permitting, and coordination with government agencies. His areas of expertise include stormwater modeling, utility relocation for roadway widening projects, construction coordination and administration, and permitting.

Education

B.S in Civil Engineering, Louisiana Tech University

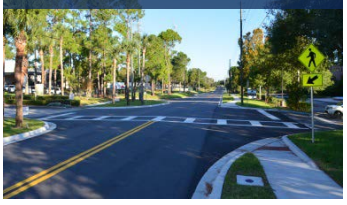
Professional Registrations, Certifications, Memberships

Professional Engineer - FL (No. 65037)
Certified Floodplain Manager

Key Strengths

- Site Planning
- Design
- Permitting
- Stormwater
- Transportation Improvements
- Aviation Improvements
- Established Relationships With Local And Federal Agencies
- Thorough Understanding of Performing Services Through Continuing Contracts
- Managed Small to Large Improvement Programs

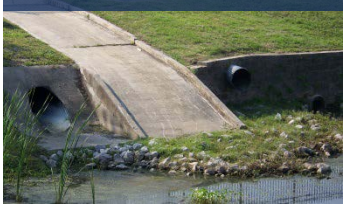
Sand Pond Road / Skyline Drive



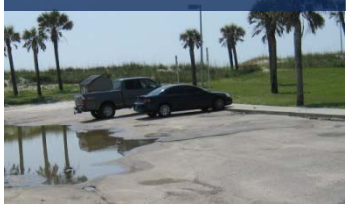
Runway 9L-27R Extension



Drainage Analysis for SR 44/FL Ave.



Stormwater Master Plan Update





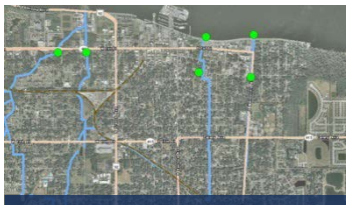
Red Cleveland Blvd. WM Looping



Spec Martin Stadium/Earl Brown Park



Seminole County Sports Complex



TMDL Monitoring and BMAP

Representative Projects

- Sand Pond Road and Skyline Drive Stormwater and Roadway Improvements
- Spec Martin Stadium Design Criteria Package and Earl Brown Park Improvements
- US 17/92 CRA Stormwater Master Plan
- Mill Creek Drainage Improvements
- Fort Florida Dirt Road Paving Sanford TMDL Monitoring and BMAP Assistance
- Sanford NPDES Assistance
- Fernandina Beach Stormwater Master Plan Update and Stormwater Utility
- Oak Avenue Stormwater Pond
- Runway 9L-27R Extension
- Pump Branch Ditch Enclosure
- Queens Mirror Erosion Control Project
- Drainage Analysis for SR-44 and Florida Avenue

Detailed Project Descriptions

Seminole County US 17-92 CRA – Stormwater Master Plan

- CPH was selected to create a stormwater master plan for the US 17/92 CRA's 13 mile corridor. The plan will include a GIS database of plans, permits, maps and models within the linear corridor. A review of existing infrastructure and development trends will lead to the creation of proposed projects to encourage further redevelopment of parcels along the corridor.

Sanford Airport – Terminal B Expansion

- As part of our Master Services Agreement with the Sanford Airport Authority, CPH was tasked with the Terminal Expansion project to support the current growth of passenger traffic. The $42 million expansion includes the terminal departure consolidation from a dual terminal check-in.

Sand Pond Road / Skyline Drive Stormwater and Roadway Improvements

- The 1.25 mile project consisted of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides.
- The project also included extending Skyline Drive from its current terminus approximately 1,100-feet to Emma Oaks Trail.

Runway 9L-27R Extension

- 1,400 LF extension from 9,600 LF to 11,000 LF of the airport's main commercial runway for the Sanford Airport Authority
- Project management, surveying, utility relocates, perimeter security roadway, stormwater management system design/permitting, public roadway closure/access remedy, and fencing plan
- Responsible for airfield and taxiway design, airfield lighting, NAVAIDS relocation, MALSR relocation, and Localizer/Glideslope relocation
- Coordinated with the FAA during all phases of the design as well as during the construction process

Sanford TMDL Monitoring and BMAP Assistance

- Working with the City of Sanford in monitoring of stormwater discharges from major discharge points within the City
- Testing seven of the major outfalls within the City's stormwater system; testing will be performed monthly, quarterly, and immediately after major rainfall events
- Will work with FDEP on updating the FDEP nutrient model and reducing nutrient removal requirements of the City

Spec Martin Stadium Design Criteria Package and Earl Brown Park Improvements

- Development of design/build criteria package to assist the City of DeLand during the selection process.
- Design involved a new press box, training room and locker room additions, landscaping and civil improvements for the stadium including stormwater, site design, minor roadway improvements, and parking lot design
- Responsible for site and stormwater design for the Wayne Sanborn Senior Center replacement project (and related parking), parking lot serving Spec Martin Stadium, parallel parking and traffic calming along Alabama Ave.
- Includes an amphitheater, basketball courts, restroom/concession building, playground area, and a hardscaped entryway feature

Seminole County Regional Sports Complex Planning and Design

- The CPH Team was awarded the planning and design of a new Sports Complex situated on over 120 acres in Seminole County.
- The complex consisted of 15 tournament quality baseball fields, 25 batting cages, 3 concession/restroom buildings, an administration and conference building, playground, walking trail, 3 storage buildings and a maintenance facility.
- CPH was also responsible for coordinating input from stakeholders to begin Final Concept Design.

Drainage Analysis for SR 44 and Florida Avenue

- Tasked with analyzing the historical flooding issue in the heart of downtown DeLand
- The flooding often resulted in damage to adjacent commercial businesses and City Hall, as well as, presenting a hazard to vehicles along SR 44 which is a designated Coastal Hurricane Evacuation Route
- The analysis identified specific problems, potential solutions, estimated benefits of proposed improvements, estimated construction costs, and provided a recommendation for which improvements should be considered for design and implementation
- Assisted the City of DeLand in obtaining FDOT approval and funding from FDOT through a Joint Project Agreement (JPA)

Red Cleveland Blvd. Water Main Looping at the Orlando Sanford International Airport

- The purpose of the project was to loop potable water main in order to improve pressures and flows and reduce water age in the existing potable water distribution system
- Approximately 3980-ft of new 8"-10" potable water transmission main
- The project included coordination with the airport and FAA due to existing infrastructure in the construction



Jeremy C. Morton, P.E.

Project Engineer

8 Total Years of Experience • 8 Years with CPH

Experience

Mr. Morton serves the firm of CPH as a Project Engineer. He has worked for CPH since 2007. Since joining CPH, he has worked in every area of land development, with an emphasis on stormwater, utilities, and general site development. Mr. Morton has been working with a variety of land development clients, gaining valuable experience in project development and permitting at the municipal level, while developing those skills in utility, storm, and site design that are needed in his capacity as Project Engineer.

Education

B.S. in Civil Engineering, University of Florida

Professional Registrations, Certifications, Memberships

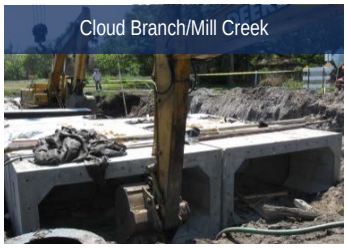
Professional Engineer - FL (No. 75410)

Key Strengths

- Expert in site planning, design, permitting, stormwater, and transportation improvements
- Established relationships with key municipal agencies in the County
- Thorough understanding of performing services through continuing contracts
- Managed small to large improvement programs


Seminole County Sports Complex


Drainage Analysis for SR 44/FL Ave.


Cloud Branch/Mill Creek


Sand Pond Road / Skyline Drive


Mill Creek Treatment Credits


DeBary Public Safety Complex



Red Cleveland Blvd. WM Looping


Terminal B Expansion

Representative Projects

- Sand Pond Road and Skyline Drive Stormwater and Roadway Improvements
- Cloud Branch and Mill Creek Drainage Improvements
- Seminole County Regional Sports Complex
- Orlando/Sanford International Airport Terminal B Expansion
- Sanford TMDL Monitoring and BMAP Assistance
- Sanford NPDES Assistance
- Drainage Analysis for SR-44 and Florida Avenue
- DeBary Public Safety Complex
- Red Cleveland Blvd. Water Main Looping at the Orlando Sanford International Airport
- Perimeter Security Roadway
- Pump Branch Ditch Enclosure

Detailed Project Descriptions

Sand Pond Road and Skyline Drive Stormwater and Roadway Improvements

- Due to extensive flooding along Skyline Drive, the team provided design and permitting services to the City of Lake Mary that included construction that converted the existing 2-lane rural roadway to a 2-lane urban roadway with a closed drainage system and new stormwater ponds
- 1.25 mile project also included minor roadway widening, turn lane improvements, horizontal and vertical curve reconstruction, milling and resurfacing, new sidewalk on both sides of the road, retaining wall, and the extension of existing Skyline Drive approximately 1100-feet

Seminole County Regional Sports Complex Planning and Design

- The CPH Team was awarded the planning and design of a new Sports Complex situated on over 120 acres in Seminole County.
- The complex consisted of 15 tournament quality baseball fields, 25 batting cages, 3 concession/restroom buildings, an administration and conference building, playground, walking trail, 3 storage buildings and a maintenance facility.
- CPH was also responsible for coordinating input from stakeholders to begin Final Concept Design.

West Leesburg Neighborhood Resource Center

- Architectural and M/E/P design for a new 9,000 SF Neighborhood Resource Center to include meeting spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a kitchen/café facility.

Sanford Civic Center

- CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people.

Red Cleveland Blvd. Water Main Looping at the Orlando Sanford International Airport

- The purpose of the project was to loop potable water main in order to improve pressures and flows and reduce water age in the existing potable water distribution system
- Approximately 3980-ft of new 8"-10" potable water transmission main
- The project included coordination with the airport and FAA due to existing infrastructure in the construction

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement. The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot and white trims.
- CPH also provided site civil and master planning for future development.

Drainage Analysis for SR 44 and Florida Avenue

- Tasked with analyzing the historical flooding issue in the heart of downtown DeLand
- The flooding often resulted in damage to adjacent commercial businesses and City Hall, as well as, presenting a hazard to vehicles along SR 44 which is a designated Coastal Hurricane Evacuation Route
- The analysis identified specific problems, potential solutions, estimated benefits of proposed improvements, estimated construction costs, and provided a recommendation for which improvements should be considered for design and implementation
- Assisted the City of DeLand in obtaining FDOT approval and funding from FDOT through a Joint Project Agreement (JPA)

Sanford Airport – Terminal B Expansion

- As part of our Master Services Agreement with the Sanford Airport Authority, CPH was tasked with the Terminal Expansion project to support the current growth of passenger traffic. The $42 million expansion includes the terminal departure consolidation from a dual terminal check-in.



Sandra L. Gorman, P.E.

Traffic Engineer

24 Total Years of Experience • 3 Years with CPH

Experience

Ms. Gorman serves CPH as Traffic Engineer. Her experience encompasses a wide range of traffic and transportation projects. Ms. Gorman's wealth of project experience includes traffic signal warrant analyses, transportation and traffic studies, mitigation recommendations, access management, and traffic modeling. Additionally, she was the recipient of "Young Transportation Professional of the Year" in 2009 and 2004 by the Institute of Transportation Engineers.

Key Strengths

- Transportation Studies
- Traffic Studies
- Access Management
- Traffic Calming
- Data Collection
- Data Analysis
- Synchro/Sim Traffic Modeling

Education

B.S. in Civil Engineering, University of South Florida
M.C.E. in Civil Engineering, University of South Florida

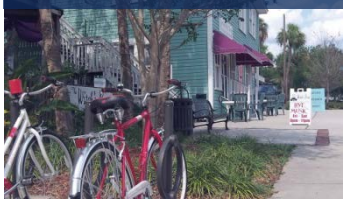
Professional Registrations, Certifications, Memberships

Professional Engineer – FL (No. 59580)

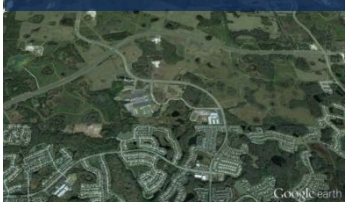
SR 56 Mansfield Signal Warrant



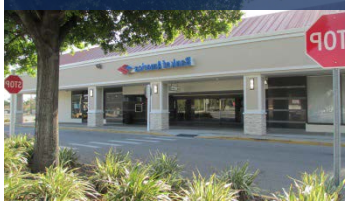
Palm Harbor Parking Study



SR 56 Extension Traffic Study

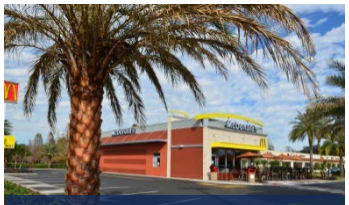


Cortez Plaza Demolition/Façade Alt.

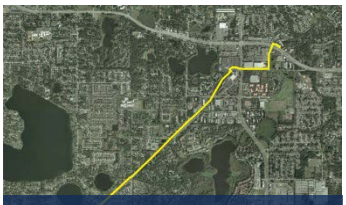


Coquina Boat Ramps

McDonald's USA Corp



Mitchell Hammock/Lake Jessup



Wal-Mart Supercenter



Representative Projects

- Traffic Impact Study- UCF
- Downtown Palm Harbor Parking and Circulation Study
- Palm Harbor Parking Study
- South Coquina Boat Ramp- Manatee County
- Mitchell Hammock/Lake Jessup Intersection Improvements- City of Oviedo
- Riverwood CDD- Intersection Signalization Construction
- Wal-Mart Supercenter- Throughout Florida
- CEI Services Roadway Improvements- City Lake Mary
- Cortez Plaza Demolition and Façade Alteration- DDR
- SR 581 Williamsburg Signal
- SR 56 Extension Traffic Study
- McDonald's USA Corp – Multiple Florida Locations
- Traffic Impact Studies, Manatee, Hillsborough, Pasco and Polk Counties
- North Coquina Boat Ramp- Manatee County

Detailed Project Descriptions

Mitchell Hammock/Lake Jessup Intersection Improvements- City of Oviedo

- Design and permitting of a new mast arm signal, extending the existing eastbound and westbound left turns lanes and adding a northbound left turn lane

SR 56 Extension Traffic Study, Pasco County

- Traffic Engineer providing traffic studies for this 3.4 mile roadway extension project.

SR 56 Mansfield Signal Warrant, Pasco County

- Prepared a detailed traffic signal warrant analysis for the intersection of SR 56 and Mansfield Boulevard in Pasco County
- SR 56 is a new 6-lane state highway currently under construction in southeast Pasco County
- The warrant analysis was performed to determine if a traffic signal would be warranted at the T-intersection upon opening of the new highway
- Traffic volumes were projected using the FSUTMS model and other local data and the study was performed to meet the criteria outlined in the Manual of Uniform Traffic Control Devices.

Downtown Palm Harbor Parking and Circulation Study, Pinellas County, FL

- Project Manager for a parking study to evaluate current parking needs and future demands for Old Downtown Palm Harbor
- Involved an analysis of current parking demand and patterns as well as an evaluation for future land use and parking needs for both on street and off street parking.
- The study formulated new parking regulations for the area adopted by Pinellas County.
- Included an evaluation of the interaction between pedestrian, transit and vehicular traffic to identify potential safety improvements including pedestrian crossings, street lighting and potential traffic signals on Alternate US 19

South Coquina Boat Ramp- Manatee County

- Site improvements and amenities at South Coquina Boat Ramp
- Site planning, engineering, permitting, landscape design, parking lot lighting design, environmental, and bidding/construction administration services
- Nearly the entire site is seaward of the Coastal Construction Control Line
- Provided a pedestrian warrant study to determine the appropriateness of a mid-block pedestrian crossing to support the improved amenities
- New stabilized shell parking lot and the sites associated stormwater improvements

Cortez Plaza Demolition and Façade Alteration- DDR

- Project consisted of the demolition of lease space #3 and façade upgrades and improvements at the Cortez Plaza
- Responsible for the trip generation analysis
- The project included sealing the existing roof with new Sarnafil rubber roofing; “standing seam metal look”
- CPH also provided new entrance features and EIFS cornice treatments for more sophisticated classical style and appearance

Wal-Mart Supercenter- Throughout Florida

- Provides traffic, planning, site design, environmental, and surveying services on a continuing basis for Wal-Mart

McDonald’s USA Corp – Multiple Florida Locations

- CPH has been working with McDonald's for 15+ years
- Through this time, CPH has provided traffic, civil, landscape, irrigation, surveying, architectural, and construction administration services on a continuing basis for various new, re-builds, re-models, and re-image restaurant projects
- Working with the local region, CPH is involved in every aspect of the McDonald's process from working with the real estate group early in site selection, through final walk-thru and store openings



James K. Winter, RLA, CLARB

Landscape Architect

34 Total Years of Experience • 10 Years with CPH

Experience

Mr. Winter serves CPH as the Director of the Landscape Architecture Department and Vice President. He has over 34 years of experience in Landscape Architecture, including 12 years as Capital Projects Construction Manager for parks and recreations projects within local governments. Mr. Winter has extensive project management, design and construction administration experience for active and passive parks as well as multi-use trail projects. He also has experience with streetscapes, aquatic facilities and other public works projects.

Education

B.A. in Landscape Architecture, Mississippi State University

Professional Registrations, Certifications, Memberships

Registered Landscape Architect – FL (No. LA 0000911)
CLARB Certified – (No. 5203)
American Society of Landscape Architects (ASLA)

Key Strengths

- Landscape Architecture
- Land Planning
- Commercial Development
- Urban Design
- Parks and Trails/Multi-Use Paths
- Gateways/Entry Features
- Streetscapes
- Recreation Planning
- Irrigation Design
- Lighting
- Sustainable Design


Manatee Civic Center


North Port Medical Clinic


Clermont City Hall


Springhill Boys and Girls Club


Westside Community Center


Shoppes at Tequesta


DeLand New Public Works Complex


UCF Public Safety Complex

Representative Projects

- Springhill Boys and Girls Club
- DeLand New Public Works Complex
- Manatee Civic Center Improvements
- DeBary Public Safety Complex
- DeBary Community Park Splash Pad
- Westside Community Center
- North Port Medical Clinic
- Career Services and Experiential Learning Center (UCF)
- Clermont City Hall
- DeBary Town Center – 70 acre mixed Use
- Sanford North WRF: Primary Treatment System Improvements
- Public Safety Complex (UCF)
- Morgridge Reading Center (UCF)

Detailed Project Descriptions

Springhill Boys and Girls Club

- Provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill
- Included a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing
- The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office
- The ancillary rooms include ADA Restrooms and a Mechanical/ Electrical Room

DeBary Community Park

- Planning, site design, architectural, mechanical, electrical and plumbing (MEP) engineering, permitting, surveying and construction services for a splash pad water feature and all associated appurtenances for the City of DeBary

Sanford 1st Street Streetscape Improvements (FDOT LAP)

- Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles)
- Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades
- LAP Funded and extensive coordination with FDOT
- Responsible for detailed maintenance of traffic plans and utility relocations
- The team used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic and to provide a “virtual tour” of existing conditions and the proposed improvements during the public relations effort

Earl Brown Park Improvements

- Stormwater, site design, minor roadway improvements, and parking lot design
- Responsible for site and stormwater design for the Wayne Sanborn Senior Center replacement project (and related parking), parking lot serving Spec Martin Stadium, parallel parking and traffic calming along Alabama Ave.
- Includes an amphitheater, basketball courts, restroom/concession building, playground area, and a hardscaped entryway feature

DeLand New Public Works Complex

- Provided landscape architecture, architectural, engineering services
- 12,800 sq. ft. building pre-engineering single story metal building

Manatee Civic Center Improvements

- Provided site planning, engineering, survey, permitting, landscape design, irrigation design, and bidding/construction administration services
- Included the complete overhaul of all landscaping areas surrounding the Civic Center, as well as the hardscape design of an outdoor seating and classroom area
- Low Impact Design (LID) elements throughout the site included rainwater cisterns used for irrigation, rainwater gardens, and bio-retention swales
- New pedestrian scale lighting was provided, along with numerous upgrades to the site stormwater management system.

North Port Medical Clinic

- 7,084 sq. ft. building increased an additional 5,062 sq. ft.
- Expansion included new exam rooms, offices, record storage, auxiliary storage, and new reception area
- Designed to achieve LEED Silver Accreditation
- Energy efficient technologies including water chiller, cooling system, LED lighting, high efficiency filtration system and use of sustainable materials

Clermont City Hall

- Consisted of a 3-story building with a total of 32,000 sq. ft. on a 2.14 acre parcel in the middle of the historical downtown area
- Existing ground conditions (good draining soils and deep water table level) allowed the use of an underground retention basin beneath the main parking lot

Westside Community and Recreation Center

- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men’s and the women’s restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

Maxwell D. Spann, PLA, APA

Landscape Architect

17 Total Years of Experience • 2 Years with CPH

Experience

Mr. Spann serves CPH as a Landscape Architect. He is responsible for planning, design, and construction inspection of landscape design for CPH projects. Mr. Spann has over 17 years of experience in Landscape Architecture, including master planned and mixed-use developments, municipal ordinance review and development, community amenity design including public and private design charette facilitation and grant discovery and document development. He has extensive project management, design and construction administration experience for active and passive parks as well as multi-use trail projects. He also has experience with streetscapes, aquatic facilities and other public works projects.

Education

Bachelor of Landscape Architecture,Kansas State University

Professional Registrations, Certifications, Memberships

Professional Landscape Architect – FL (No. 6666780)
Council of Landscape Architecture – Certificate No. 31691
American Planning Association, American Public Gardens Association
Florida Chapter ASLA – Orlando Section Chair

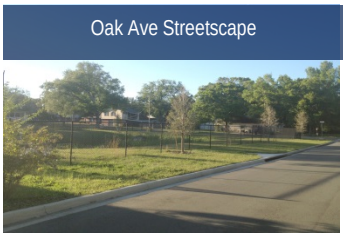
Key Strengths

- Hospitality
- Mixed Use Retail
- Multi-Use Trail Projects
- Parks and Open Space
- Community Redevelopment
- Municipal Planning
- Streetscape and Corridor
- Municipal & Institutional


Debary Community Park


Monroe County Fire Station


Trotwood Park Phase I


Oak Ave Streetscape


Lake Mary City Entrance Feature



Heritage Park


Riverwalk Phase III


Harrison Avenue Streetscape

Representative Projects

- Debary Community Park
- West Central Blvd Sanitary Sewer Replacement & Streetscape Design/Build
- Harrison Avenue Streetscape
- US 17/92 Riverwalk Phase III
- DeBary Central Fire Station
- Winter Springs Fire Station Master Plan
- Oak Avenue Streetscape
- Central Avenue Streetscape
- Heritage Park
- Rob Sullivan Park
- Monroe County Fire Station
- Trotwood Park Phase 1 Improvements

Detailed Project Descriptions

US 17-92 Riverwalk, Phase III

- CPH is currently planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and will be the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system.
- Additionally, these improvements will fill the largest remaining gap within the Lake Monroe Trail Loop system which spans both Seminole and Volusia Counties. This project is intended to follow the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando. The 0.55 mile project included upsizing the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. from an 8" sanitary sewer to a 18" & 21" sewer system.

Monroe County Fire Station

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction Documents, Bidding and Permitting Assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key.

DeBary Central Fire Station

- Providing M/E/P Engineering for this 8,000 +/- SF masonry, stucco, and brick accented building with an apparatus bay built for 3 fire vehicles and dormitories for a shift of 6 fire fighters

DeBary Community Park

- Planning, site design, architectural, mechanical, electrical and plumbing (MEP) engineering, permitting, surveying and construction services for a splash pad water feature and all associated appurtenances for the City of DeBary
- Electrical design included power distribution to the pump room and restroom facility. Building lighting and occupancy sensors provide a safe, well-lit environmental
- Mechanical design included general building ventilation and exhaust system along with plumbing the restroom fixtures and an outdoor shower

Winter Springs Fire Station Master Plan

- CPH prepared a conceptual plan for a new three-story fire station facility of approximately 17,000 square feet. The first floor consisted of a three-truck apparatus bay, workout room, framing area, and a day room facility for full-time staff. The second floor provided dormitory space for 15 private bunk areas. Administration office areas occupied the third floor area.



Amy E. Daly, LEED AP

Environmental Scientist

22 Total Years of Experience • 11 Years with CPH

Experience

Mrs. Daly serves CPH as principle environmental scientist. She has 22 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. She has served as an expert witness on various environmental matters for condemnation proceedings.

Education

B.S. in Biological Sciences, Florida State University
M.B.A., FMU, Summa Cum Laude

Professional Registrations, Certifications, Memberships

U.S. Army Corps of Engineers Wetland Delineator, Florida Unified Mitigation Methodology Course, FDEP Certified Stormwater Inspector, Prescribed Burner, Authorized Gopher Tortoise Agent (GTA -09-00145C), LEED Accredited Professional

Key Strengths

- Ecological Assessments
- Environmental Permitting
- Mitigation Program Design
- Wetland Delineation
- Land Management
- Consumptive Use Permitting


Ivy Lane Recreation Park


Bayside Lakes Shopping Center


PalmCoast WTP No. 3


Shoppes at the Fountains


Westside Community Center


Springhill Boys and Girls Club


Children's Lighthouse


DeLand New Public Works Complex

Representative Projects

- Springhill Boys and Girls Club
- Area IV Well Outfitting & Raw Water Transmission Main
- Sand Pond Road and Skyline Drive Improvements
- DeLand New Public Works Complex
- Belle Terre Parkway Four-Laning
- Ivy Lane Recreation Park
- Westside Community Center
- Children's Lighthouse
- Volusia-Sanford Reclaimed Interconnect
- Belle Terre Multi-Use Path (FDOT LAP)
- Punta Gorda Linear Park / Multi-Use Trail
- Bayside Lakes Shopping Center
- Palm Coast Water Treatment Plant No. 3
- Shoppes at the Fountains

Detailed Project Descriptions

Sand Pond Road and Skyline Drive

- 1.25 mile project consists of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides
- Implemented recommendations identified in a previous study to eliminate roadway flooding, improve traffic flow, and improve safety along the corridor

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II

- Phase I- Drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field
- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

Belle Terre Parkway Four-Laning

- Approximately 4.1 miles of a four-lane divided roadway
- Four 12-foot travel lanes and two four-foot bicycle lanes
- Provided general traffic engineering services including access management studies, traffic volume projections and traffic signal warrant analysis
- Four (4) separate drainage basins with one basin extending two miles
- Two major drainage canals utilized by the City to control the flooding throughout the City were within the project limits and required upgrading

Midway Utilities Replacement, Phase I

- Performed limited inspection services, shop drawing review, post design services, attendance at progress meetings, as-built drawings, clearance letter, certification of completion of construction, substantial completion and final inspections, review of change orders, and negotiation assistance for changes in the work.
- Construction of approximately 9,600 l.f. of 4-inch to 10-inch water lines to replace the existing substandard and undersized water mains, water services, and fire hydrants

Springhill Boys and Girls Club

- Provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill
- Included a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing
- The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office
- The ancillary rooms include ADA Restrooms and a Mechanical/ Electrical Room

DeLand New Public Works Complex

- Provided architectural and engineering services
- 12,800 sq. ft. building pre-engineering single story metal building

Westside Community and Recreation Center

- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

Ivy Lane Recreation Park

- The Park includes two entrance arbors, paved walkways, picnic shelters and a group pavilion.
- Site furnishings consisted of wood park benches with powder coated steel frames, complementary litter receptacles, extra heavy picnic table and multi-level park grills
- The column base was finished with cultured stone veneer
- The roof construction was standing seam metal roofing with Kynar 500 finish on Plywood sheathing over pre-engineered roof trusses, bearing on steel beams



Aaron P. Moore, PWS

Environmental Scientist

15 Total Years of Experience • 10 Years with CPH

Experience

Mr. Moore serves CPH as an Environmental Scientist, and has 15 years of experience with wetland delineations, habitat mapping, environmental and functional assessments, wetland mitigation monitoring, protected species surveys, monitoring and permitting, and environmental resource permitting. He has also participated in wetland mitigation planning, municipal project review and eminent domain cases. Mr. Moore has extensive experience with all aspects of environmental permit process.

Education

B.S. in Biology, Minor Studies in Chemistry, University of Central Florida

Professional Registrations, Certifications, Memberships

SWFWMD Soils Identification Course, Florida United Mitigation Assessment Methodology Course, U.S. Army Corps of Engineers Wetland Delineation, Authorized Gopher Tortoise Agent (GTA -09-00125A), Professional Wetland Scientist Certification- #2440

Key Strengths

- Environmental Resource Permitting
- Protect Species Surveys and Permitting / Relocation
- Wetland Delineation
- Mitigation Design, Monitoring & Implementation
- Ecological Assessments
- Habitat Management
- WUP/CUP Permitting
- Water Quality Monitoring and Assessment
- Wetland Impact Analysis


Ivy Lane Recreation Park


Bayside Lakes Shopping Center


PalmCoast WTP No. 3


Shoppes at the Fountains


Westside Community Center


Springhill Boys and Girls Club


Children's Lighthouse


Most Precious Blood Church

Representative Projects

- Sanford 1st Street Streetscape Improvements (FDOT LAP)
- Springhill Boys and Girls Club
- Area IV Well Outfitting & Raw Water Transmission Main
- Sand Pond Road and Skyline Drive Improvements
- DeLand New Public Works Complex
- Belle Terre Parkway Four-Laning
- Palm Coast WTP No. 3
- Most Precious Blood Church
- Westside Community Center
- Magnolia Avenue Streetscape – Winter Springs, FL
- Volusia County School Board - Multiple School Sites
- Easthampton Multi-Use Trail (FDOT LAP)
- State Road 434 Widening Project
- Volusia-Sanford Reclaimed Interconnect
- Seminole Wekiva Trail, Phase IV (FDOT LAP)

Detailed Project Descriptions

Sand Pond Road and Skyline Drive

- 1.25 mile project consists of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides
- Implemented recommendations identified in a previous study to eliminate roadway flooding, improve traffic flow, and improve safety along the corridor

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II

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- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

Belle Terre Parkway Four-Laning

- Approximately 4.1 miles of a four-lane divided roadway and four 12-ft travel lanes and two 4-ft bicycle lanes
- Provided general traffic engineering services including access management studies, traffic volume projections and traffic signal warrant analysis
- Four (4) separate drainage basins with one basin extending two miles
- Two major drainage canals utilized by the City to control the flooding throughout the City were within the project limits and required upgrading

Midway Utilities Replacement, Phase I

- Performed limited inspection services, shop drawing review, post design services, attendance at progress meetings, as-built drawings, clearance letter, certification of completion of construction, substantial completion and final inspections, review of change orders, and negotiation assistance for changes in the work.
- Construction of approximately 9,600 l.f. of 4-inch to 10-inch water lines to replace the existing substandard and undersized water mains, water services, and fire hydrants

Springhill Boys and Girls Club

- Provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill
- Included a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing
- The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office
- The ancillary rooms include ADA Restrooms and a Mechanical/ Electrical Room

Palm Coast WTP No. 3

- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

Most Precious Blood Catholic Church (60 acres)

- Permitting, Mitigation Design, Survey & Management Planning for the State-Threatened Green orchid (Platanthera flava)

Westside Community and Recreation Center

- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

Ivy Lane Recreation Park

- The Park includes two entrance arbors, paved walkways, picnic shelters and a group pavilion.
- Site furnishings consisted of wood park benches with powder coated steel frames, complementary litter receptacles, extra heavy picnic table and multi-level park grills
- The roof construction was standing seam metal roofing with Kynar 500 finish on Plywood sheathing over pre-engineered roof trusses, bearing on steel beams



N. Katriina Bowman, P.E., CCS

Project Engineer

29 Total Years of Experience • 27 Years with CPH

Experience

Ms. Bowman has been an engineer with CPH since 1989. She has worked with local governments and private developers on a variety of projects. Her stormwater design capabilities include large basin drainage studies, stormwater modeling, and permitting. She also has extensive utility design and permitting experience, including pressure system modeling, lift station design, preparation of utility adjustment plans, preparation of FDEP State Revolving Fund Loan program loan applications. Her roadway design capabilities include alignment, pavement design, local collection system and stormwater management design, preparation of signing and marking plans, and preparation of traffic control plans.

Education

M.S. in Civil Engineering, Clemson University
B.S. in Civil Engineering, Clemson University

Key Strengths

- Trail QA/QC
- Roadway Design
- Conveyance Design
- Construction Documents and Administration

Professional Registrations, Certifications, Memberships

Professional Engineer - FL (No. 45155)
Certified Construction Specifier – Construction Specifications Institute (CSI), Qualified Stormwater Management Inspector (FDEP)
Advanced Maintenance of Traffic Qualification (FDOT)

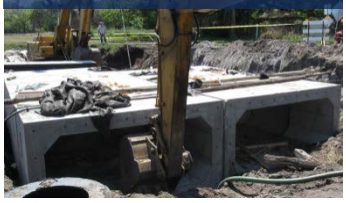
Yankee Lake



Old Kings Road South RWM



Cloud Branch/Mill Creek

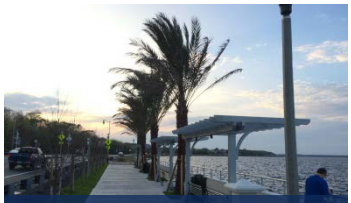


US 17/92 Riverwalk, Ph III





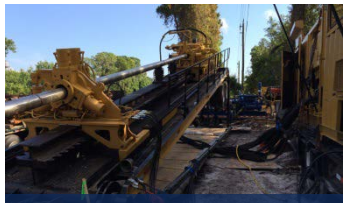
Area IV Well Outfitting and RWM



US 17/92 Riverwalk, Ph II



Old Kings Road North RWM



Volusia-Sanford Recl. Interc.

Representative Projects

- Area IV Well Outfitting and Raw Water Transmission Main-Phase I and II
- Midway Utilities Replacement - Phase 1
- Cloud Branch and Mill Creek Drainage Improvements
- State Road 16 Water System Interconnect
- US 17/92 Riverwalk, Ph II & III (FDOT LAP)
- Volusia-Sanford Reclaimed Interconnect
- Old Kings Road North Reclaimed Water Main
- Old Kings Road South Reclaimed Water Main
- Pipe Bursting of Potable Water Mains Using Pre-Chlorinated Pipe
- Palm Coast Well Field
- Lake Harriet Water Transmission Main
- Seminole County Regional Water Treatment Facility at Yankee Lake
- Water Main Looping Construction

Detailed Project Descriptions

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II

- Phase I- Drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field
- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

US 17/92 Riverwalk, Phase II & III (FDOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- Advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge
- CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail
- This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

Midway Utilities Replacement, Phase I

- Performed limited inspection services, shop drawing review, post design services, attendance at progress meetings, as-built drawings, clearance letter, certification of completion of construction, substantial completion and final inspections, review of change orders, and negotiation assistance for changes in the work.
- Construction of approximately 9,600 l.f. of 4-inch to 10-inch water lines to replace the existing substandard and undersized water mains, water services, and fire hydrants

Seminole County Regional Water Treatment Facility at Yankee Lake

- 10 MGD (expandable to 25 MGD) water treatment facility is being constructed, as part of this overall effort, Reiss Engineering, partnered with the team to serve as the Construction Management (CM) team
- Offsite piping included the opencut installation of approximately 40,000 LF of dual 42" HDPE raw water pipline with 36" ductile iron pig stations.
- Onsite yard piping consisted of approximately 12,000 LF of process piping ranging from 4" to 36" diameter.
- Installation of offsite large diameter piping, conduits for electric power and fiber optic cable from the raw water pump station to the treatment facility site
- Construction of a raw water pump station and intake structure to be located on the St. Johns River

Old Kings Road North Reclaimed Water Main

- 30" reclaimed water main that extended westerly and then connected to a 16" and 20" reclaimed water main
- The 16-inch reclaimed water main extended Northerly from the 30-inch reclaimed water main at Oak Trails and Old Kings Road along the FPL easement to the storage ponds at the Hammock Dunes Community Development District (DCDD) Creek Golf Course and the Conservatory Development
- In addition a future 16-inch reclaimed water main was designed by the team that will connect the WWTP No. 1 reclaimed water main to a future WWTP No. 2 reclaimed water main system and to future reclaimed water storage ponds for separate future developments

Volusia-Sanford Reclaimed Interconnect

- This project will connect to the existing 20-inch DIP line with a new 20-inch DIP line and head north through Seminole County's Lake Monroe Park (Wayside Park)
- The line will be drilled beneath the St. Johns River into Volusia County on the north side of the river, then moved north along the FDOT right of way for US Highways 17/92 and enter Volusia County's Lake Monroe Park
- Also performing the design permitting and construction services for the Volusia County portion of this project
- The projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD



Gerald M. Cox, CGC, CUC

Project Designer

41 Total Years of Experience • 15 Years with CPH

Experience

Jerry serves CPH as a lead in construction inspection/observation services and quality control. He is a licensed utility and general contractor with over 41 years of experience in the design and construction of industrial, commerical and utility projects. With his extensive construction experience, Jerry assists CPH in development of design strategies and value engineering. He also serves as a quality control manger to ensure proposed designs are correct and constructable. Jerry is proficient at estimating, scheduling, consttruction means & methods and construction management.

Education

B.S. in Building Construction, University of Florida

Professional Registrations, Certifications, Memberships

Certified General Contractor – FL (No. 010771)
Certified Utility Contractor – FL (No. 051667)

Key Strengths

- Licensed General and Underground Utility Contractor
- Expert in conveyance systems and treatment plants
- Extensive scheduling and cost estimation expertise
- Expertise in:
  - Commercial
  - Industrial
  - Infrastructure
  - Construction Management
  - Utility Systems
  - Value Engineering


Analysis and Redesign, Ph I Collect.


US 17/92 Riverwalk


Cigar Lake Pump Station


Cloud Branch/Mill Creek


Palm Coast WTP No. 3


Key Largo Pump Station


St. Johns Parkway


Northern and Southern Forcemain

Representative Projects

- Cloud Branch and Mill Creek Drainage Improvements- City of Sanford
- US 17/92 Riverwalk, Phase II & III (FDOT LAP)
- Sanford Civic Center
- Palm Coast Water Treatment Plant No. 3
- Palm Coast Cigar Lake Pumping Station
- Islamorade Village Wide Wastewater System, Design, Build, Operate (DBO)
- Key Largo Wastewater Treatment District, Vacuum Pump Station Serving Basin A and B
- Analysis and Redesign/Phase I Collection System – Islamorada, Village of Islands
- Reverse Osmosis Water Treatment Plant
- Key Largo Wastewater Treatment District, Northern and Southern Forcemain Project
- Palm Coast Water Treatment Plant No. 3

Detailed Project Descriptions

Area IV Well Outfitting and Raw Water Transmission Main – Phase 1 & 2

- The City of Titusville Area IV Well Outfitting and Raw Water Transmission Main project Phase 1 included the drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field.
- CPH performed design, surveying, permitting, bidding and construction phase services for Phase 2 of the Titusville Wellfield for TIFA LLC. The design and permitting phase services included civil engineering, survey, and environmental services and included hydraulic modeling of the wellfield, stormwater pre-development and post-development analysis of stormwater quality and attenuation, 100 year flood zone compensating storage.

Seminole County US 17-92 CRA – Stormwater Master Plan

- CPH was selected to create a stormwater master plan for the US 17/92 CRA's 13 mile corridor. The plan will include a GIS database of plans, permits, maps and models within the linear corridor. A review of existing infrastructure and development trends will lead to the creation of proposed projects to encourage further redevelopment of parcels along the corridor.

Sanford Civic Center

- CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people.

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project

- CPH was selected to provide planning, design, permitting, and construction administration and inspection for upgrades to the Southwest Regional Water Reclamation Facility (SWRWRF) to meet Advanced Wastewater Treatment (AWT) standards (5 mg/l CBOD, 5 mg/l TSS, 3 mg/l TN, 1 MG/l TP) and expansion of the treatment capacity by up to 1.0 million gallons per day (MGD).
- A Total Maximum Daily Load (TMDL) was established for nitrate (NO3-) that would allow for the restoration and protection of Blue Spring and Blue Spring Run.
- The TMDL established for nitrogen will require Volusia County to upgrade the SRWRF to AWT standards.
- Nitrogen and phosphorus reductions, required to meet the TMDL, will require significant treatment facility modifications, including the addition of various unit operations and processes, as well as both biological and chemical treatment systems.

Islamorada Village Wide Wastewater System, Design, Build, Operate (DBO)/Islamorada

- CPH's areas of responsibility included the design and permitting of the vacuum collection system for the Island of Upper Matecumbe Key; vacuum pumping stations for the Islands of South Plantation Key, Upper Matecumbe Key and Lower Matecumbe Key; and low pressure force main collection systems for the Island of Windley Key and portions of Upper Matecumbe Key.
- CPH provided input data and documentation associated with areas of responsibility incorporated into the Preliminary Design Report for the overall project.
- This work included an analysis of flow data that incorporated FKEC water consumption information, review of existing package wastewater plants, and survey/analysis provided within the project solicitation documents in order to properly project anticipated wastewater flows for system design.

Miami Shores Village Central Business District Low Pressure Sewer System (LPSS) and Water Main Improvements

- CPH will be responsible for the engineering, design, permitting and inspection to support the construction, installation, testing and commissioning activities associated with the construction of a new Low Pressure Sewer System in the Central Business District of Miami Shores Village with discharge to a new regional Pump Station, as well as the associated grinder stations, water main upgrade, and new force mains.

Immokalee's Farmer's Market – Florida Agricultural Department

- CPH was retained to provide architectural and construction inspection services for the storm damage repairs to the State Farmers Market in Immokalee as a result of the hurricanes experienced during the 2004 season. The anticipated total amount to be funded through FEMA is approximately $5 Million. The project was phased in accordance to the grant and funding process to allow reviews by FEMA and allow for funding to be provided for the next design phase.

Repair of Earthquake Damaged Sewers-Guam (Design-Build)

- CPH designed sewer replacement and retrofit improvements for ten miles of gravity sewer serving more than 1,000 single, duplex, and quadplex units, as well as, commercial/industrial areas for a $6,400,000 Design/Build project for a U.S. Navy Base in Guam to repair earthquake-damaged sewers.



David E. Mahler, P.E.

Project Engineer

27 Total Years of Experience • 18 Years with CPH

Experience

Mr. Mahler serves the firm of CPH as Senior Vice President and Branch Manager of the Orlando Office. He is a Project Manager/Project Engineer for municipal and private clients. Mr. Mahler has been involved with multiple collection and distribution pump station designs, hydraulic modeling as well as utility line extension and relocation projects for both municipal and private clients. In addition, he specializes in relocation of existing utilities associated with roadway projects. He has also been involved with land development and roadway design and permitting for private clients.

Education

B.S. in Environmental Engineering, University of Central Florida

Professional Registrations, Certifications, Memberships

Professional Engineer- FL (No. 50041)

Key Strengths

- Water Supply, Treatment, Pumping, Storage and Distribution
- Wastewater Collection, Pumping and Treatment
- Reclaimed Water Storage, Pumping and Distribution
- Utility Systems Hydraulic Modeling
- Large Diameter Pressurized Pipeline Design in Urbanized Areas
- Utility System Relocations, including several projects due to FDOT roadway widening

Representative Projects

- W. Central Blvd. Sanitary Sewer Replacement & Streetscape Design/Build
- Water Treatment Plant #1 System Upgrades for Control of Disinfection By-Products
- Islamorada Village Wide Wastewater System Design, Build, Operate (DBO)
- Bonneville Lift Station - PS 3321
- Hunter's Creek Pump Station
- S.R. 426 Utility Relocation Project
- Lake Alfred WWTF Upgrade and Expansion
- Crane Strand Master Pump Station
- SR 50 Station 240+75 to Station 445+37 Utilities Relocation Project (Hoosier Place Pump Station)
- Casselberry - Hunterfield Booster Station
- Umatilla Reclaimed Water Pump Station, Storage, Filtration and Disinfection System
- Hidden Springs Reclaimed Water Storage & Pumping Facility
- Sunflower Master Pump Station
- Northern Forcemain and Southern Forcemain Project/Key Largo Wastewater Treatment District
- Sandalhaven Master Lift Station
- SR 50 Station 500.00 to Station 759.00 Utilities Relocation Project
- SR 50 Station 445.00 to Station 500.00 Utilities Relocation Project
- Moselle Avenue and Corrine Terrace Pump Stations and Forcemain Replacements
- Pump Station 3028, 3202, & 3014 Replacement and Rehabilitation
- LS 249 Rehabilitation Project
- Iron Bridge RWRF Master Pump Station Rehabilitation

Detailed Project Descriptions

W. Central Blvd. Sanitary Sewer Replacement and Streetscape Design/Build

- Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando. The 0.55 mile project included upsizing the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. from an 8" sanitary sewer to a 18" & 21" sewer system.

Winter Springs WTP 1 – System Upgrades for Control of DBPs

- CPH provided complete design and construction management services for treatment system upgrades at WTP No. 1 to control DBPs for compliance with Stage 2 DBP requirements. The goal of the Project is to control DBPs to below a target goal of 60 µg/L for trihalomethanes (THMs) and 40 µg/L for haloacetic acids (HAAs).

Islamorada Village Wide Wastewater System, Design, Build, Operate

- Areas of responsibility included the design and permitting of the vacuum collection system for the Island of Upper Matecumbe Key; vacuum pumping stations for the Islands of South Plantation Key, Upper Matecumbe Key and Lower Matecumbe Key; and low pressure force main collection systems for the Island of Windley Key and portions of Upper Matecumbe Key.
- Combined the project consists of 37,410 LF of HDPE pipe ranging in size from 1 1/4-6". The team provided a complete system design including plan and profile drawings of each pipe run. The team conducted system hydraulics calculations using Sewercad. The team is providing limited CEI services for this portion of the project.

Eatonville West and East Side Wastewater Improvements

- The project includes replacement of gravity sanitary sewer lines, service laterals and manholes, replacement of existing lift station, abandonment of an existing force main and the elimination of an existing lift station, and all road replacement and/or restoration necessary to complete the project within the Town of Eatonville service area.
- The West Side Project includes the replacement of the Campus View Lift Station and its tributary gravity sewer system. The total project length is approximately 4,500 linear feet.
- It also includes replacement of the gravity sewer on Katherine Avenue and re-routing of the flows to the new Campus View Lift Station.

Northern Way Wall Stormwater Retrofit / Replacement

- CPH was tasked with the repair solution and design of the storm water outfall pipe on Northern Way and Howell Creek.
- The project included: improvements to the curb inlet; construction of a 30 foot long wall by 13.5 feet tall segmented retaining wall; and, a new HDPE drain pipe set at a lower elevation with greater flow capacity. The wall utilized a product called Redi Rock, a self-supporting retaining wall system. The inlet modification was cast-in-place concrete.

JEA Ponce de Leon WTP Pump Building & Reservoir Replacement

- Provided the preliminary and final design services as well as the permitting services and administrative services.
- The existing facility has a permitted capacity of 0.865 mgd.
- The Ponce De Leon WTP is located 600 ft off of the Atlantic Ocean, and the above grade metallic equipment and piping has subsequently corroded due to the marine environment.
- The goal of our project is to replace the corroded items with materials suitable for the marine environment.

ARRA-Funded Water System Improvements Projects

- The City of Casselberry requested that CPH assist with preparation of the necessary documentation to receive ARRA funds from the Florida Department of Environmental Protection, administered through the FDEP State Revolving Fund (SRF) Loan Program.
- The projected construction was for pipe bursting of existing 2-inch diameter galvanized through 12-inch asbestos cement (AC) pipe using high density polyethylene pipe (HDPE).
- The 6-inch and above AC pipe was to be replaced due to frequent fracturing resulting in lost water and time.
- Pipes less than 6-inches in diameter were replaced in order to provide fire protection

Chickasaw Woods & Shenandoah Park Utility System Evaluations

- CPH provided water and sewer evaluation services for the Chickasaw Woods Residential Development area. The existing water lines ranged in size from 2-inches to 8-inches in diameter. The pipe materials included AC and PVC pipe.



Dennis L. Matula, P.E., LEED AP

M/E/P Engineer

40 Total Years of Experience • 4 Years with CPH

Experience

Dennis serves CPH as the Director of the M/E/P Engineering, and has over 40 years of engineering management and design experience. Dennis has been the Engineer of Record on over 23 million square feet of commercial space. Dennis' expertise includes development and coordination of mechanical systems design, performing energy analysis, conducting site investigation activities, to validate system operations and design scope. He provides thoughtful and thorough designs defining the proper environmental conditions while stressing safety, energy efficiency, and functionality for each unique facility or campus.

Education

B.S. in Mechanical Engineering, University of Minnesota

Professional Registrations, Certifications, Memberships

Professional Engineer – FL (No. 55194)
U.S. Green Building Council- LEED AP

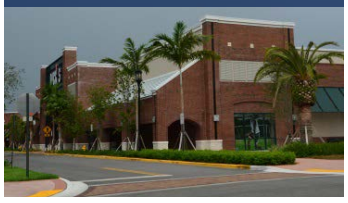
Key Strengths

- Retail and Restaurant
- Hospitality
- Entertainment
- Petroleum and Convenience Stores
- Assembly/Education
- Industrial/Process Engineering
- Central Plant Engineering/Capital Equipment
- Industrial/Packaging Engineering
- Green Sustainable Design Expertise
- Industrial Facilities Design
- Campus Energy Audits

DeBary Community Park



Shoppes at the Fountains

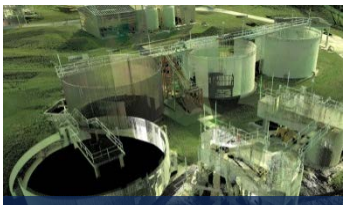


Brandon Boulevard Shoppes



Palm Coast WTP No. 3





Haines City WWTF



Facility Condition Assessments (FCA)



Cortez Plaza Demolition and Façade Alteration

Lake Alfred Office/Training Center

Representative Projects

- Palm Coast WTP No. 3
- Sanford North Water Reclamation Facility
- Analysis and Redesign / Phase I Collection System
- Orange County North and South Water Reclamation Facilities
- Library Building Converted into Additional Office Space/Training Center
- Dollar General Throughout Florida
- McDonald's Restaurants Throughout the United States and Caribbean
- Shoppes at the Fountains
- Sanford Water Treatment Plant Operations Building
- Shell Creek Raw Water Pump Station Rehabilitation
- Haines City WWTF Administration/Operations Building Improvements and Headworks
- Cortez Plaza - Shoe Carnival
- Florida Agricultural and Mechanical Developmental Research School HVAC and Plumbin
- Fort Myers Facility Condition Assessments (FCA)

Detailed Project Descriptions

Sanford Civic Center

- CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people.

Sanford Airport – Terminal B Expansion

- As part of our Master Services Agreement with the Sanford Airport Authority, CPH was tasked with the Terminal Expansion project to support the current growth of passenger traffic. The $42 million expansion includes the terminal departure consolidation from a dual terminal check-in.

DeBary Public Safety Complex

- Architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement. The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot and white trims.
- CPH also provided site civil and master planning for future development.

West Leesburg Neighborhood Resource Center

- Architectural and M/E/P design for a new 9,000 SF Neighborhood Resource Center to include meeting spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a kitchen/café facility.

DeBary Community Park

- Planning, site design, architectural, mechanical, electrical and plumbing (MEP) engineering, permitting, surveying and construction services for a splash pad water feature and all associated appurtenances for the City of DeBary
- Electrical design included power distribution to the pump room and restroom facility. Building lighting and occupancy sensors provide a safe, well-lit environmental
- Mechanical design included general building ventilation and exhaust system along with plumbing the restroom fixtures and an outdoor shower

Fort Myers Facility Condition Assessments (FCA)

- The City of Fort Myers selected the team to perform architectural and MEP engineering design services for multiple facilities, including: South AWWTP (15 buildings), Central AWWTP (15 buildings), Water Plant (1 building), City skate park (1 building), and maintenance facility for the County Golf Course (1 building)

Palm Coast WTP No. 3

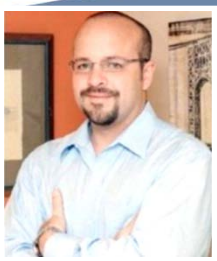
- Provided complete design and construction management services for a new water treatment facility and administration offices on a twenty-four acre campus.
- Prepared the initial project scope, budgets, surveys, preliminary and final design, permitted the project with FDEP, FDOT, Army Corp Engineers, Flagler County, City of Palm Coast, and the St. Johns River Water Management District and provided full construction engineering and inspection services for the project.

Haines City WWTF Administration/Operations Building Improvements and Headworks

- Completed the MEP design for electrical revisions and HVAC upgrades for a new split system heat pump AHU and mini-split. All equipment was circuited to existing panels and the team demoed the existing lab hood and fans. Design included upgrading the cooling requirements for the electrical room and providing condensate plumbing to a new dry well. New restroom exhaust fans were added as well.

Library Building Converted into Additional Office Space/Training Center

- Architectural and MEP engineering design services to convert their old library building into additional office space and a training center for split use by the police and fire departments
- Modification of the existing space into 3 private offices, a training room (10-20 persons), conference room, dormitories for four (4) firemen, a connecting door to both the police and fire departments and an IT server room
- The MEP design for the police and fire department involved a re-use of most HVAC and plumbing systems
- New air distribution diffusers were added for the several new spaces with a new mini-split air conditioner added to the IT server room



Jose Miguel Ortiz, MCE, P.E.

Structural Engineer

16 Total Years of Experience • 1 Year with CPH

Experience

José has over 15 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including commercial/retail, hospitals, educational facilities, recreational facilities, hotels/resorts, parking structures, residential, and multi-story office buildings. The depth of his technical understanding of systems and codes allows him to work with architectural / engineering teams to deliver cost-effective structural solutions to meet project goals.

Education

B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR
M.E. in Structural Engineering, Cornell University

Professional Registrations, Certifications, Memberships

Professional Engineer – FL (No. 67920)

Key Strengths

- Structural Concrete, Steel, and Timber Design
- Seismic/Wind Engineering
- Construction Inspection/Supervision
- High Rise Building Design
- Theme Parks
- Fall Protection
- Failure Analysis & Post Disaster Assessment
- Structural Evaluation and Retrofitting

McDonald's Restaurants



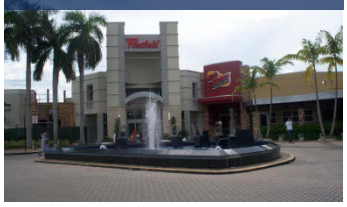
Grand Bay



Condominio Taft



Westfield Mall and Theater





7-Eleven Gas Stations



Seminole Science Charter School



Palma Vista Apartments



Condominio Luisa

Representative Projects

- Seminole Science Charter School Improvements
- Ports Authority, Cayman Brac, BWI
- Condominio Mont Blanc, San Juan, PR
- The Courtyard, San Juan, PR
- Santa Cecilia, Caguas, PR
- Monteflores, San Juan, PR
- Royal Palm, Dorado, PR
- Palma Vista Apartments, Fajardo, PR
- Westfield Mall and Theater
- IKIA, Carolina, PR
- Cotto Laurel Shopping Center, Ponce, PR
- Olympic Plaza Shopping Center, Las Piedras, PR
- NECI Culinary School, Tortola, BVI
- Saint Johns Primary School, Nevis Island, BVI
- Charleston Secondary School, Nevis Island, BVI
- Grand Bay, Loiza, PR

Detailed Project Descriptions

Sanford Civic Center

- CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people.

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- Architectural and M/E/P design for a new 9,000 SF Neighborhood Resource Center to include meeting spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a kitchen/café facility.

Seminole Science Charter School Improvements

- Converted a religious facility into a complex of spaces at the Seminole Science Charter School
- Included a gymnasium, cafeteria, media center, administrative offices, and classrooms for elementary and middle school
- The total enrollment for the charter school is 550 students with a building footprint of 32,065 sq. ft.
- The renovated building will be enhanced by two (2) thirty ft. towers with concrete tile roofing at the front façade, one of the towers will have a clock at the top and the other tower will accommodate the name of the school

Westfield Mall and Theater

- Commissioned to assist with the site plan submission for the proposed theater addition for Westfield Mall
- Involved a 55,000 square foot expansion to the existing mall along with modification to existing entrances
- Our services also included modification to existing parking lot and traffic patterns, landscape improvement and civil storm water design.

Saint John's Primary School, St. Kitts & Nevis Islands, BVI

- 2-Story Educational Building, 4,000 S.F. Building
- Assembled drawings/calculations for permitting, managed overall engineering design efforts, coordination with architects and M/E/P, and performed seismic/wind design

Charleston Secondary, St. Kitts & Nevis Islands, BVI

- 2-Story Educational Building
- 6,000 S.F. Building
- Assembled drawings/calculations for permitting, managed overall engineering design efforts, coordination with architects and M/E/P, and performed seismic/wind design



Thomas J. Galloway, PSM

Project Surveyor

25 Total Years of Experience • 14 Years with CPH

Experience

Mr. Galloway has over 25 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally he has been personally involved in over 2,500 surveys while at CPH.

Education

B.S. in Surveying and Mapping, University of Florida, 1992

Professional Registrations, Certifications, Memberships

Professional Surveyor & Mapper - FL (No. LS6549)
NCEES Council #1291

Key Strengths

- Surveying and Management
- Highway Projects
- Land Development
- Commercial and Private Projects
- Municipal Projects

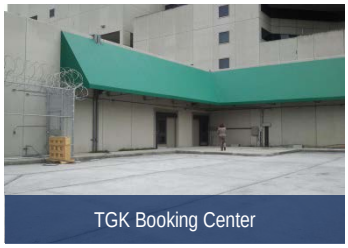

Immokalee's Farmers Market


Seminole Wekiva Trail


PalmCoast WTP No. 3


Volusia-Sanford Recl. Interc.


US 17/92 Riverwalk


TGK Booking Center


Sanford 1st Street


Alabama Avenue Greenway

Representative Projects

- US 17/92 Riverwalk, Phase II & III (FDOT LAP)
- Sand Pond Road and Skyline Drive Improvements
- Sanford 1st Street Streetscape Improvements (FDOT LAP)
- Midway Utilities Replacement - Phase 1
- Palm Coast WTP No. 3
- Alabama Avenue Greenway Ph I & II (FDOT LAP)
- Water Main Looping Construction
- Magnolia Avenue Streetscape – Winter Springs, FL
- Volusia County School Board - Multiple School Sites
- Immokalee Farmer's Market – Florida Agricultural Department
- Easthampton Multi-Use Trail (FDOT LAP)
- State Road 434 Widening Project
- Volusia-Sanford Reclaimed Interconnect
- Seminole Wekiva Trail, Phase IV (FDOT LAP)

Detailed Project Descriptions

US 17/92 Riverwalk, Phase II & III (FDOT LAP)

- Project consisted of 1.5 miles of 10-14 foot wide trail
- Included replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting
- LAP Funded and extensive coordination with FDOT
- Advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge

Sanford 1st Street Streetscape Improvements (FDOT LAP)

- Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles)
- Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades
- LAP Funded and extensive coordination with FDOT
- Responsible for detailed maintenance of traffic plans and utility relocations
- The team used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic and to provide a "virtual tour" of existing conditions and the proposed improvements during the public relations effort

Alabama Avenue Greenway Ph I & II (FDOT LAP)

- Provided civil, planning, survey, landscape architecture, permitting
- Project consisted of 2.1 Mile Multi-Use Path/ 12' Wide
- Responsible for planning and Study of 5 Mile Extension Phase II
- LAP Funded and extensive coordination with FDOT
- Extensive public involvement and limited ROW and easements

Immokalee Farmer's Market – Florida Agricultural Department

- Provided architectural and construction inspection services for the storm damage repair
- Evaluation of existing facilities
- Designed three new facilities totaling over 81,000 sq. ft.

Palm Coast WTP No. 3

- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

TGK Booking Center – Miami-Dade Corrections and Rehabilitations Department

- Provided architectural, civil, and surveying services for the addition of centralized booking to the Turner Guilford Knight Correctional Center for the Miami-Dade Corrections and Rehabilitations Department requested
- The final design chosen by the Corrections Department was derived from the initial study the team previously performed
- In order to establish a centralized booking area, separate entrances for law enforcement officers (LEOs) and inmates were designed
- Converted an existing covered parking garage into a secured bus drop-off area for the inmates
- The construction documents included plans for demolition, grading, site dimensioning, structural and electrical work

Seminole Wekiva Trail, Phase IV (FDOT LAP)

- Provided civil, survey, landscape architecture, permitting
- Project consisted of 2.5 Mile Multi-Use Path/14' Wide
- LAP Funded and extensive coordination with FDOT
- Coordination with multiple municipalities

Volusia-Sanford Reclaimed Interconnect

- This project will connect to the existing 20-inch DIP line with a new 20-inch DIP line and head north through Seminole County's Lake Monroe Park (Wayside Park)
- The line will be drilled beneath the St. Johns River into Volusia County on the north side of the river, then moved north along the FDOT right of way for US Highways 17/92 and enter Volusia County's Lake Monroe Park
- Also performing the design permitting and construction services for the Volusia County portion of this project
- The projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD



Randall "Randy" L. Roberts, PSM

Project Surveyor

43 Total Years of Experience • 13 Years with CPH

Experience

Mr. Roberts has over 43 years of experience and serves the firm of CPH as a Quality Control Survey Manager. Prior to joining CPH, he worked in the Central Florida area and performed boundary, topographic, route, mortgage and as-built surveys, along with preparing subdivision plats, wetland location and FEMA elevation certificates. Mr. Roberts also has experience with utility route surveys including the following: Lake Bryan 69kv line for Florida Power Corporation transmission line through 7 miles in Orange County; and Altamonte 115kv line for Florida Power Corporation transmission line through 11 miles in Seminole County.

Education

Surveying Program, College of Engineering, University of Florida with Honors, 1975

Professional Registrations, Certifications, Memberships

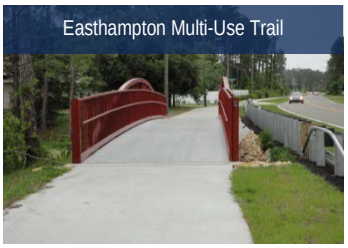
Professional Surveyor & Mapper – FL (No. LS3144)
NCEES Council #1419

Key Strengths

- Surveying and Management
- Highway Projects
- Land Development / Commercial and Private Projects
- Municipal Projects
- Subdivision Plats and Lot Surveys
- Sectional Retracement


S.R. 50 Utility Relocation


Area IV Raw Water Transmission Main


Easthampton Multi-Use Trail


S.R. 426 Utility Relocation


Sanford 1st Street


Sanford North WRF


Sanford South WRC


Seminole Wekiva Trail

Representative Projects

- Area IV Well Outfitting and Raw Water Transmission Main
- Midway Utilities Replacement – Phase 1
- Alabama Avenue Greenway (FDOT LAP)
- Sanford 1st Street Streetscape Improvements (FDOT LAP)
- Ravenwood / Whiteview Multi-Use Trail (FDOT LAP)
- Pipe Bursting of Potable Water Mains Using Pre-Chlorinated Pipe
- Seminole Wekiva Trail, Phase IV (FDOT LAP)
- Magnolia Avenue Streetscape – Winter Springs, FL
- Sanford South Water Resource Center
- Immokalee Farmer's Market – Florida Agricultural Department
- Easthampton Boulevard Parkway Multi-Purpose Trail (FDOT LAP)
- Sanford North WRF Reclaimed Water Augmentation System
- S.R. 528 Utility Relocations
- S.R. 426 Utility Relocation Project
- Lake Harriet Water Transmission Main
- S.R. 50 Utility Relocation Project

Detailed Project Descriptions

Sanford 1st Street Streetscape Improvements (FDOT LAP)

- Streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles)
- Designed the roadway, landscape, architecture, and utility plans and prepared specifications for the complete reconstruction of the roadway, including several utility upgrades
- LAP Funded and extensive coordination with FDOT
- Responsible for detailed maintenance of traffic plans and utility relocations
- The team used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic and to provide a "virtual tour" of existing conditions and the proposed improvements during the public relations effort

Area IV Well Outfitting and Raw Water Transmission Main- Phase I and II

- Phase I- Drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 l.f. of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field
- Phase II- Well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells
- Additionally, the project included the construction of approximately 18,975 linear feet of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9)

Sanford North WRF Reclaimed Water Augmentation System

- The reclaimed water augmentation facility has a design capacity of 7.3 MGD.
- Assisted the City in obtaining low interest construction loans through the SRF program as well as a matching grant from the US EPA.
- The final augmentation system improvements include the following improvements: Lake Water Pumping Station and screening facilities, Fifteen (15) deep-bed, continuous backwashing, upflow tertiary filters, 2.0 MG reclaimed water ground storage tank, SCADA system improvements, Ancillary filtration and chemical feed equipment involving the installation of two (2) 4.0 MGD ACTIFLO Treatment Units

Seminole Wekiva Trail, Phase IV (FDOT LAP)

- Provided civil, survey, landscape architecture, permitting
- Project consisted of 2.5 Mile Multi-Use Path/14' Wide
- LAP Funded and extensive coordination with FDOT
- Coordination with multiple municipalities

SR-50 Utility Relocation Project

- Provided improvements to over 13 miles of the water distribution system and wastewater collection and transmission system within the SR-50 Corridor, one of the busiest roads in Central Florida – which is being expanded from 4-lanes to 6-lanes
- The utility improvements include building new facilities as well as the removal of facilities in conflict with the FDOT roadway design

Easthampton Boulevard Parkway Multi-Purpose Trail (FDOT LAP)

- 1.25 mile, 10-ft wide concrete trail
- Included a prefabricated pedestrian bridge and required a drainage analysis to maximize the remaining swale, minimize earthwork, and to maintain the City's conveyance system

SR-426 Utility Relocation Project

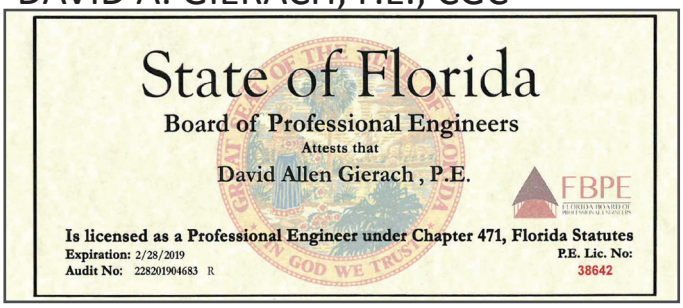
- Constructed in conjunction with the FDOT widening project of 1.2 miles of SR-426 and was constructed as a Joint Project Agreement (JPA).
- Relocation of 10-inch water main along SR-426 that was in conflict with FDOT's improvements. The existing 10-inch water main was replaced with a 16-inch.
- Installation of a new wastewater system in the area consisting of over 4,000 ft. of a gravity sewer lines ranging from 8-inch to 15-inch and a new master lift station and 1,300 ft. of a 10-inch force main including a 270 ft. directional drill under Red Bug Lake Road.

Sanford South Water Resource Center

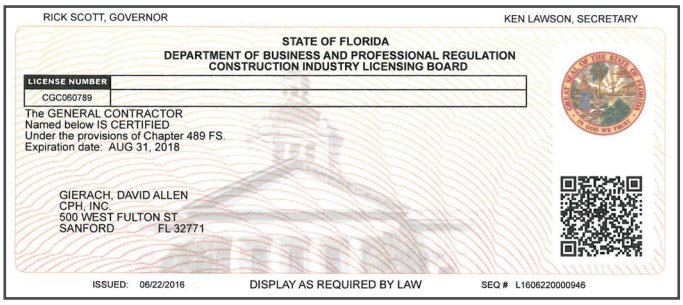
- Design, permitting and construction services associated with a new 6.0 MGD BNR facility
- Influent Structure (1 mm screening system, master lift station, odor control system and grit removal)
- Oxidation Ditch biological treatment system (BIODENITRO/BIODENIPHO)
- Secondary clarification system (high efficiency) and RAS/WAS pumping systems

CPH LICENSES FOR KEY PERSONNEL

DAVID A. GIERACH, P.E., CGC

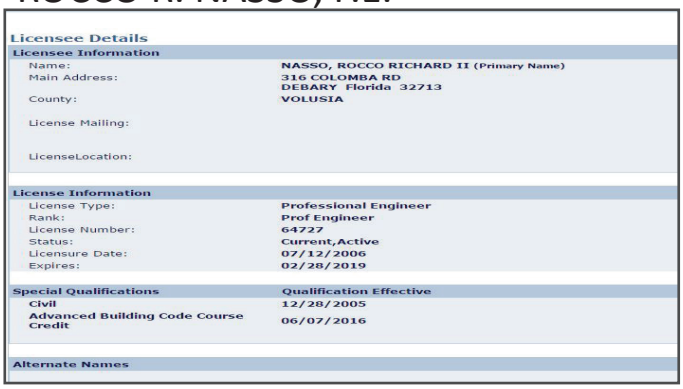


State of Florida
Board of Professional Engineers
Attests that
David Allen Gierach , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201904683 R
P.E. Lic. No:
38642



RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
LICENSE NUMBER
CGC060789
The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018
GIERACH, DAVID ALLEN
CPH, INC.
500 WEST FULTON ST
SANFORD FL 32771
ISSUED: 06/22/2016
DISPLAY AS REQUIRED BY LAW
SEQ # L1606220000946

ROCCO R. NASSO, P.E.



Licensee Details

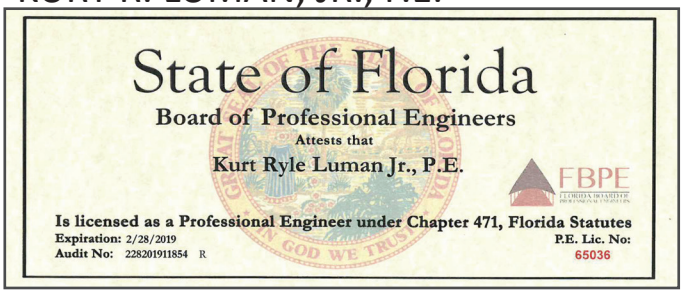
Licensee Information	
Name:	NASSO, ROCCO RICHARD II (Primary Name)
Main Address:	316 COLOMBA RD DEBARY Florida 32713
County:	VOLUSIA
License Mailing:	
LicenseLocation:	

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	64727
Status:	Current,Active
Licensure Date:	07/12/2006
Expires:	02/28/2019

Special Qualifications	Qualification Effective
Civil	12/28/2005
Advanced Building Code Course Credit	06/07/2016

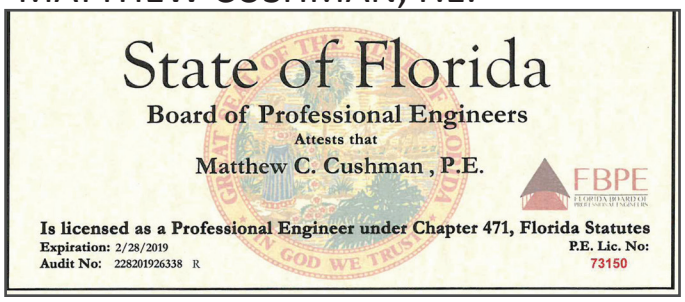
Alternate Names

KURT R. LUMAN, JR., P.E.



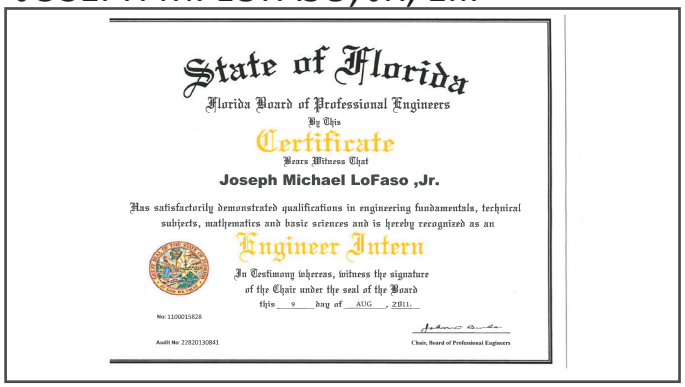
State of Florida
Board of Professional Engineers
Attests that
Kurt Ryle Luman Jr., P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201911854 R
P.E. Lic. No:
65036

MATTHEW CUSHMAN, P.E.



State of Florida
Board of Professional Engineers
Attests that
Matthew C. Cushman , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201926338 R
P.E. Lic. No:
73150

JOSEPH M. LOFASO, JR, E.I.



State of Florida
Florida Board of Professional Engineers
By This
Certificate
Bears Witness That
Joseph Michael LoFaso ,Jr.
Has satisfactorily demonstrated qualifications in engineering fundamentals, technical subjects, mathematics and basic sciences and is hereby recognized as an
Engineer Intern
In Testimony whereas, witness the signature of the Chair under the seal of the Board this 9 day of AUG , 2011.
No: 1100015828
Audit No: 22820130841
Chair, Board of Professional Engineers

JEREMIAH D. OWENS, P.E., CFM



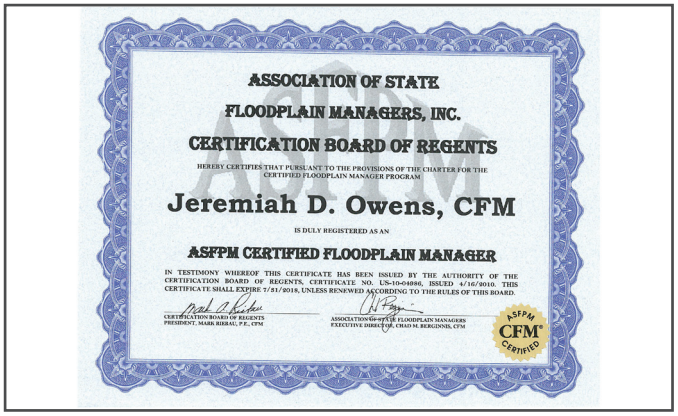
Licensee Details

Licensee Information	
Name:	OWENS, JEREMIAH DON (Primary Name)
Main Address:	209 CRYSTAL RIDGE RD DELAND Florida 32720
County:	VOLUSIA
License Mailing:	
LicenseLocation:	

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	65037
Status:	Current,Active
Licensure Date:	08/23/2006
Expires:	02/28/2019

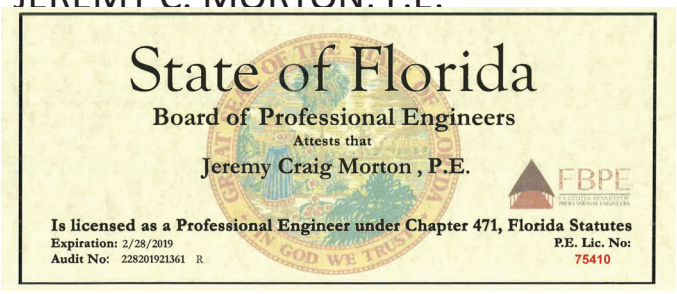
Special Qualifications	Qualification Effective
Civil	02/27/2006
Advanced Building Code Course Credit	06/20/2016

Alternate Names



ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS
HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM
Jeremiah D. Owens, CFM
IS DULY REGISTERED AS AN
ASFPM CERTIFIED FLOODPLAIN MANAGER
IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS. CERTIFICATE NO. US-10-04886. ISSUED 6/16/2010. THIS CERTIFICATE SHALL EXPIRE 7/31/2018, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.
CERTIFICATION BOARD OF REGENTS PRESIDENT, MARK RIEKAL, P.E., CFM
ASSOCIATION OF STATE FLOODPLAIN MANAGERS EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM
ASFPM CFM CERTIFIED

JEREMY C. MORTON, P.E.



State of Florida
Board of Professional Engineers
Attests that
Jeremy Craig Morton , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201921361 R
P.E. Lic. No: 75410

AMY E. DALY, LEED AP



GBCI
GREEN BUILDING CERTIFICATION INSTITUTE
HEREBY CERTIFIES THAT
Amy Daly
HAS ACHIEVED THE DESIGNATION OF
LEED® ACCREDITED PROFESSIONAL
BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.
June 29, 2009

SANDRA L. GORMAN, P.E.



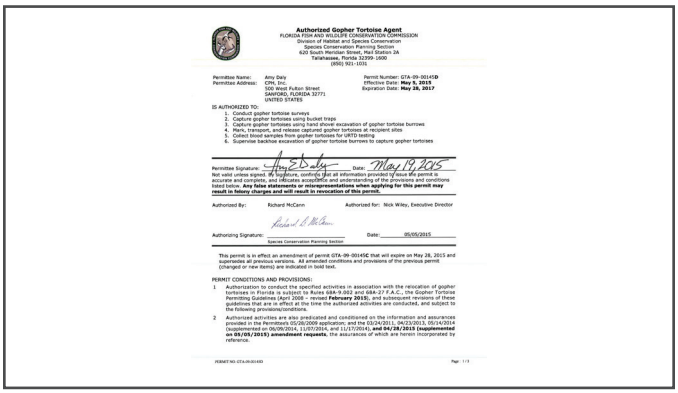
Licensee Details

Licensee Information	
Name:	GORMAN, SANDRA L. (Primary Name)
Main Address:	10805 MOSS ISLAND DRIVE RIVERVIEW Florida 33569
County:	HILLSBOROUGH
License Mailing:	
LicenseLocation:	

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	59530
Status:	Current,Active
Licensure Date:	01/14/2003
Expires:	02/28/2019

Special Qualifications	Qualification Effective
Advanced Building Code Course Credit	06/29/2016

Alternate Names



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Amy Daly
Permittee Address: CPH, Inc.
500 West Fulton Street
SANFORD, FLORIDA 32771
UNITED STATES

Permit Number: GTA-09-00145D
Effective Date: May 5, 2015
Expiration Date: May 28, 2017

IS AUTHORIZED TO:
1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
4. Mark, transport, and release captured gopher tortoises at recipient sites
5. Collect blood samples from gopher tortoises for URTD testing
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: Amy E. Daly Date: May 14, 2015
Not valid unless signed. My signature, confirms that all information provided of issue this permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

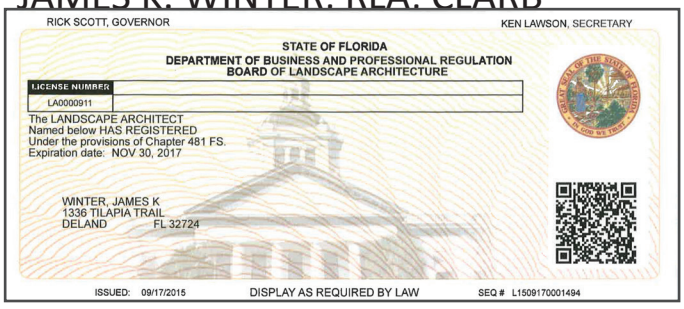
Authorizing Signature: Richard D. McCann Date: 05/05/2015
Species Conservation Planning Section

This permit is in effect an amendment of permit GTA-09-00145C that will expire on May 28, 2015 and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:
1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27 F.A.C., the Gopher Tortoise Permitting Guidelines (April 2008 – revised **February 2015**), and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 05/20/2009 application, and the 03/24/2011, 04/22/2013, 05/14/2014 (supplemented on 06/09/2014, 11/07/2014, and 11/17/2014), **and 04/28/2015 (supplemented on 05/05/2015) amendment requests**, the assurances of which are herein incorporated by reference.

PERMIT NO: GTA-09-00145D Page: 1 / 5

JAMES K. WINTER, RLA, CLARB



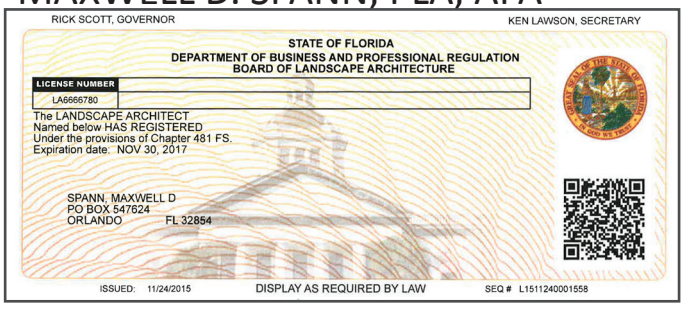
RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
LICENSE NUMBER
LA0000911
The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017
WINTER, JAMES K
1336 TILAPIA TRAIL
DELAND FL 32724
ISSUED: 09/17/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1509170001494

AARON P. MOORE, PWS

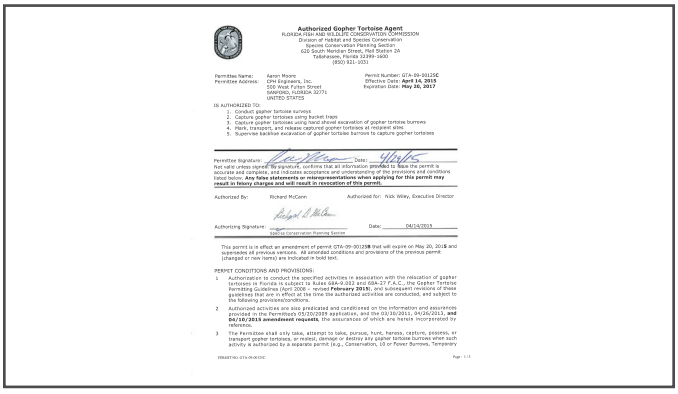


PWS
Society of Wetland Scientists
Professional Certification Program, Inc.
grants the designation
Professional Wetland Scientist
to
Aaron Moore, B.S.
In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Program, Inc. and verified by the Society's Certification Review Panel on 3/3/2014.
Professional Wetland Scientist number 2440. Due to recertify by 3/3/2019.
Leandra Cleveland, PWS
President
Robert D. Sheerson, Ph.D., PWS
Review Panel Chair

MAXWELL D. SPANN, PLA, APA



RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
LICENSE NUMBER
LA6666780
The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017
SPANN, MAXWELL D
PO BOX 547624
ORLANDO FL 32854
ISSUED: 11/24/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511240001558



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Species Conservation Planning Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Aaron Moore
Permittee Address: CPH, Inc.
500 West Fulton Street
SANFORD, FLORIDA 32771
UNITED STATES

Permit Number: GTA-09-00125E
Effective Date: April 16, 2015
Expiration Date: May 28, 2017

IS AUTHORIZED TO:
1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
4. Mark, transport, and release captured gopher tortoises at recipient sites
5. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: Aaron Moore Date: 4/16/2015
Not valid unless signed. My signature, confirms that all information provided to issue this permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Richard McCann Authorized for: Nick Wiley, Executive Director

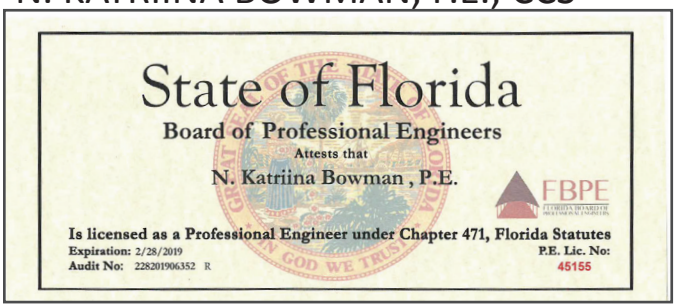
Authorizing Signature: Richard D. McCann Date: 04/16/2015
Species Conservation Planning Section

This permit is in effect an amendment of permit GTA-09-00125B that will expire on May 20, 2015 and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:
1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27 F.A.C., the Gopher Tortoise Permitting Guidelines (April 2008 – revised **February 2015**), and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 05/20/2009 application, and the 03/30/2011, 04/26/2013, **and 04/28/2015 amendment requests**, the assurances of which are herein incorporated by reference.
3. The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, LOI or Fewer Burrows, Temporary

PERMIT NO: GTA-09-00125E Page: 1 / 5

N. KATRIINA BOWMAN, P.E., CCS

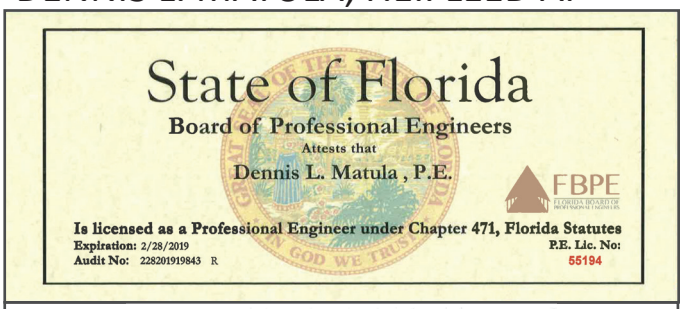


State of Florida
Board of Professional Engineers
Attests that
N. Katriina Bowman , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201906352 R
P.E. Lic. No: 45155



CSI
CERTIFIED CONSTRUCTION SPECIFIER
This is to certify that
Katriina Bowman, CCS
His successfully completed the Certified Construction Specifier examination, demonstrating the required experience, knowledge and ability in the preparation of written construction documents as prescribed by the Certification Committee of CSI.

DENNIS L. MATULA, P.E.. LEED AP

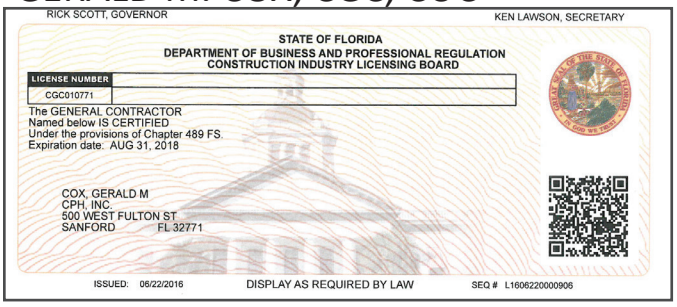


State of Florida
Board of Professional Engineers
Attests that
Dennis L. Matula , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201919843 R
P.E. Lic. No: 55194

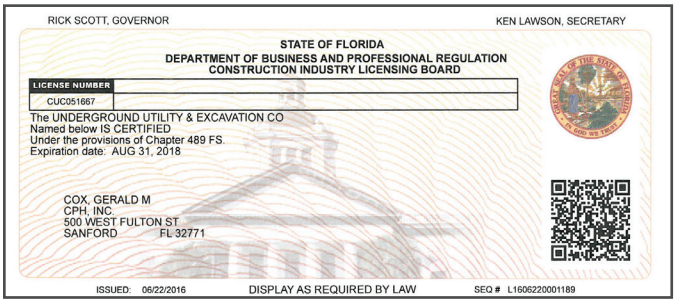


The U. S. Green Building Council
hereby certifies that
Dennis Matula
has successfully demonstrated knowledge of the green building design and construction industry and the Leadership in Energy and Environmental Design (LEED) 2.0 Green Building Rating System, Resources and Process required to be awarded the title of
LEED® 2.0 Accredited Professional
LEED
Jeanie Hartsfield, Chairman
S. Richard Fedrizzi, President, CEO and Founding Chairman

GERALD M. COX, CGC, CUC



RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
LICENSE NUMBER
CGC010771
The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018
COX, GERALD M
CPH, INC.
500 WEST FULTON ST
SANFORD FL 32771
ISSUED: 06/22/2016
DISPLAY AS REQUIRED BY LAW
SEQ # L1606220000906



RICK SCOTT, GOVERNOR
KEN LAWSON, SECRETARY
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
LICENSE NUMBER
CUC051667
The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018
COX, GERALD M
CPH, INC.
500 WEST FULTON ST
SANFORD FL 32771
ISSUED: 06/22/2016
DISPLAY AS REQUIRED BY LAW
SEQ # L1606220001189

JOSE M. ORTIZ, MCE, P.E.



Licensee Details

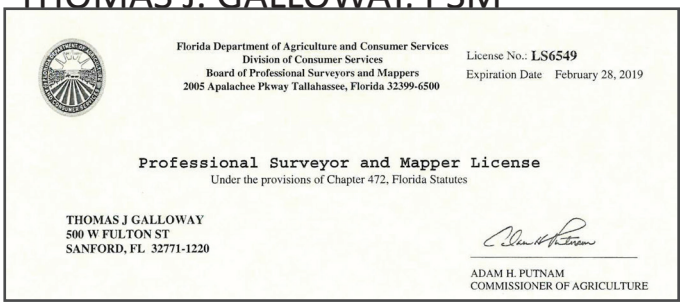
Licensee Information	
Name:	ORTIZ, JOSE MIGUEL (Primary Name)
Main Address:	3704 ALAFAYA HEIGHTS RD. APT. 05-105 ORLANDO Florida 32828
County:	ORANGE
License Mailing:	3704 ALAFAYA HEIGHTS RD APT. 05-105 ORLANDO FL 32828
County:	ORANGE
LicenseLocation:	

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	67920
Status:	Current,Active
Licensure Date:	04/11/2008
Expires:	02/28/2019

Special Qualifications	Qualification Effective
Civil	04/11/2008
Advanced Building Code Course Credit	06/30/2016

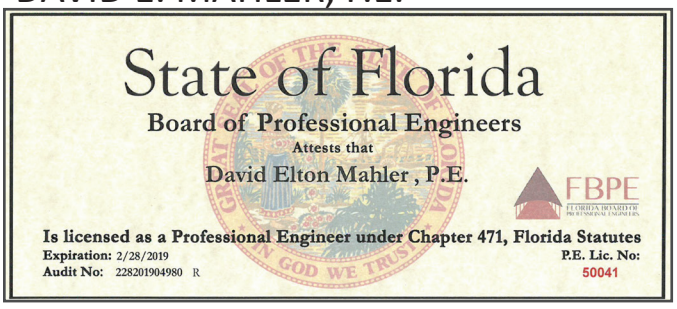
Alternate Names

THOMAS J. GALLOWAY, PSM



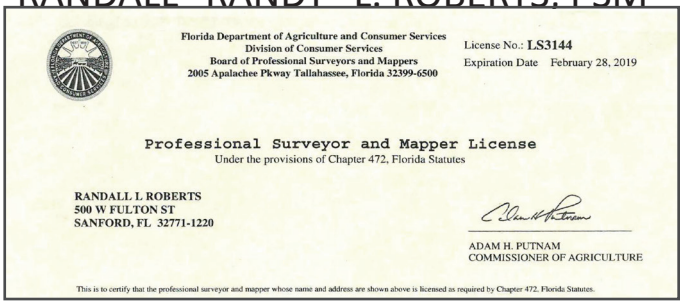
Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
License No.: LS6549
Expiration Date February 28, 2019
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes
THOMAS J GALLOWAY
500 W FULTON ST
SANFORD, FL 32771-1220
ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

DAVID E. MAHLER, P.E.



State of Florida
Board of Professional Engineers
Attests that
David Elton Mahler , P.E.
FBPE
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201904980 R
P.E. Lic. No: 50041

RANDALL "RANDY" L. ROBERTS, PSM



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
License No.: LS3144
Expiration Date February 28, 2019
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes
RANDALL L ROBERTS
500 W FULTON ST
SANFORD, FL 32771-1220
ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE
This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

CERTIFIED MINORITY BUSINESS ENTERPRISE



Minority Business Enterprise

CPH is not a Florida Certified Minority Business Enterprise, however, we have established working relationships with many minority firms in the area.

Commitment To Diversity Among The Firm

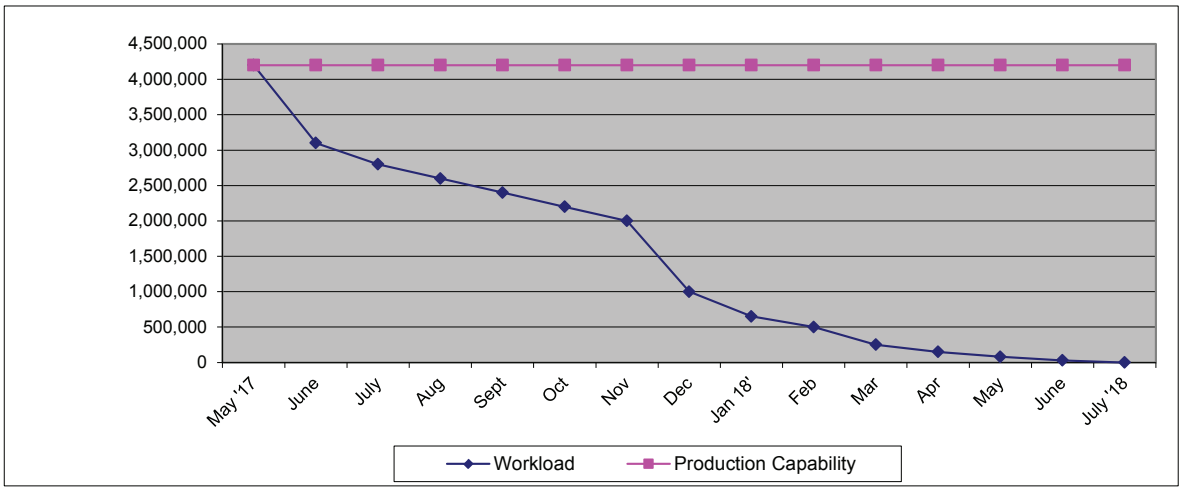
CPH has a culturally and ethnically diverse workplace from it owners to employees. CPH employs a workforce that is reflective of many nationalities and cultures. We have established programs and policies for recruiting and retaining minority and women engineers and staff, and strongly encourage all of our employees to become involved in our communities. It is the policy of CPH to provide equal employment opportunity at all times in all actions related to employment without regard to race, color, religion, gender, citizenship status, age, national origin, disability, veteran status, sexual orientation, or any other status protected by state or federal law. This policy applies to recruiting, hiring, training, promotion, evaluation, termination, compensation, benefits eligibility, working conditions and all other aspects of employment. The Firm supports a policy of actively recruiting and retaining a diverse workforce to support both our Equal Employment Opportunity Policy and our business objective to provide the highest quality service possible. CPH is committed to fostering an inclusive atmosphere that seeks actively to employ people of diverse backgrounds at all levels of the Company including top management and ownership.

CONSULTANT'S WORKLOAD/PERFORMANCE CAPABILITY

The CPH team is extremely well qualified to provide services to the City of New Smyrna Beach. The team has provided services for numerous similar size municipalities under Continuing Contracts for over 30 years. As a result the team understands the need to provide quality responsive services and is staffed to provide services for planned tasks as well as un-planned emergencies. The CPH team is a clear choice for the City and will bring the same level of quality and professionalism as we have provided to other clients to the City's projects.

Our team has the staffing and availability to start working on the City's projects immediately. CPH will work diligently to provide the services for the City of New Smyrna Beach in the time frames requested. CPH is uniquely qualified to provide these services as a result of the staffing capacity of the firm. The CPH team monitors schedules and budgets through various project management and scheduling software including time management software that gives our project managers access to real-time project charges and budget comparisons. As a result of the wealth of knowledge and staffing at the firm, the team is able to pull additional help to ensure the services are provided in a timely manner in the event additional help is needed to stay on schedule. This level of staffing also includes general contractors and estimators. In addition to architects, landscape architects, engineers, and construction personnel, the team has the added value of having on-staff licensed general and utility contractors that can review projects from various perspectives. With experienced personnel that have provided construction services for over 35 years, this enables us to review the project from a constructability and/or means and methods view point. In addition, the licensed on staff contractors review projects and provide "real-time" cost estimates throughout the duration of the project. This construction experience allows the team to view these projects through the eyes of a contractor with the ability to identify intangible cost factors/elements such as restricted site conditions, specialized equipment requirements, excessive material and labor costs, impacts on schedules, etc. that may not be apparent.

The current and projected workload of our team is such that we can provide responsive service to the City of New Smyrna Beach. We are well-staffed, equipped with our nearby locations, and believe that we and our team members can provide a high quality, professional service to the City that is completely responsive and cost effective. The graph adjacent depicts our current contracted backlog with no consideration for any additional work. The current workload will spread over 18 months. Our current production capability is $4,500,000 per month. With that capacity, there are more than adequate personnel hours to cover the workload.



ABILITY TO MEET BUDGET AND TIME REQUIREMENTS

CPH is uniquely qualified to provide design services for Client. The team located in our Office office includes engineers, designers, surveyors, environmental scientists and administrative personnel. CPH is currently finishing design services for other clients, but is actively seeking work for our Office staff. As a result, our staff is available and has the capacity to perform projects as they are assigned. CPH is committed to meeting budget and schedule requirements. CPH has developed a reputation for cost effective, quality-engineering services through a philosophy of strong project management. Operating under aggressive deadlines and close coordination with City Staff, we commit to manage each work assignment under this contract based upon the following philosophies:

- By proposing a project manager with experience working in Client
- Frequently involve City staff in meetings to expedite decision-making.
- Utilize e-mail and short memoranda to document progress of construction. Report status of the budget on a monthly basis in report form to City Staff.
- Prepare and distribute a Project Specific Workplan which details the following:
    - What is to be done – Define a scope of services by bringing in the stakeholders up front to discuss the project goals and objectives.
    - Who is going to do it – Monitor staffing usage, needs and expenditures bi-weekly through our accounting software.
    - When it will be done – Maintain the Project Schedule using Microsoft Project software for scheduling and tracking.
    - How much it will cost – Monitor the estimated construction cost using trend reports prepared monthly and based on the most up-to-date data available from published prices and any known quantity revisions for the past month.
    - How it will be controlled – CPH will strive to provide quality service within the project schedule and require Quality Assurance/Quality Control (QA/QC) procedures to be identified in the initial internal project kick-off meeting. Time for QA/QC is incorporated into the project schedule, therefore, will not delay project milestones. CPH has developed an extensive QA/QC procedure and incorporates it into each of its projects to ensure client satisfaction.

CPH has been serving the needs of numerous Florida communities since 1959. The firm has grown to over 240 employees and 16 offices nationwide. Our team has consistently ranked among Engineering News-Record's Top 500 Design Firms. Our capacities in Florida include over 240 staff members with nearby offices in Sanford and DeLand allowing us the accessibility to easily perform services for the City of New Smyrna Beach. Our extensive history of providing solutions for Florida communities has prepared our team to successfully deliver services for projects both large and small. CPH has been delivering civil engineering planning, design, and construction services to local governmental agencies for more than 55 years. We are proud of our long-term relationships with our clients. In fact, 90% of our business is providing services for existing clients. We strive to provide excellent client service and maintain our distinguishing qualifications, including:

- Comprehensive local resource and experience supported by a highly-skilled, multi-disciplinary staff able to provide the City of New Smyrna Beach with a single-source solution for a broad range of projects.
- Local, Regional and National civil engineering experience and understanding that is essential to successfully complete projects on time and within budget.
- A commitment to client satisfaction and, as an employee-owned firm, our personnel have a vested interest in ensuring the City of New Smyrna Beach is invariably satisfied with our services.

We have assembled a diverse and highly qualified team with extensive experience in all discipline areas requested by the City. Our team has the capabilities and expertise to complete the City's projects successfully.

	Roadway Design	Traffic Signals	Pedestrian & Bicycle Facilities	Streetscape Design	Stormwater Engineering	TMDL / Water Quality	Flood Control	Stormwater Master Planning & Modeling	Water/Reclaimed Water Dist. Sys. Analysis & Design	Sanitary Sewer Collection System Analysis and Design	Municipal Facilities	Parks/Recreational Facilities Master Planning & Design	GIS Support Services	Land Development Plan Review Support Services
Winter Springs	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓
Orlando				✓	✓				✓	✓				
Casselberry	✓			✓	✓		✓	✓	✓	✓				✓
Lake Mary	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓		✓
Sanford	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
DeLand	✓	✓	✓	✓			✓	✓			✓	✓		
Deltona	✓	✓			✓		✓	✓			✓	✓		
Eustis	✓				✓		✓	✓	✓	✓				✓
Lake Alfred	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Palm Coast	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Volusia County	✓	✓	✓				✓	✓	✓	✓	✓	✓		
Orange County								✓	✓	✓				

EXPERIENCE



We have worked with many of our clients for 40 years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the City departments exceeded their capability to complete engineering development reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies.

Municipalities:	
Sanford	1958
Casselberry	1965
Winter Springs	1974
Lake Mary	1975
Eustis	1977
Orlando	1984
Orange City	1985
Edgewater	1985
Oviedo	1991
DeLand	1997
Palm Coast	1998
Lake Alfred	1999
Daytona Beach	1999
Mount Dora	2001
Titusville	2002
Cape Coral	2004
Ft. Myers	2004
Port Orange	2007
Tavares	2007
Umatilla	2007
Punta Gorda	2008
Tampa	2008
Winter Garden	2008
Clermont	2009
North Port	2009
Ocoee	2009
DeBary	2010
Haines City	2010
Longwood	2010
Ormond Beach	2010
Islamorada	2010
Dunedin	2011
Lakeland	2011
Lauderhill	2011
Marco Island	2011
Palmetto CRA	2011
Fort Myers Beach	2011
Eatonville	2012
Fernandina Beach	2012
Pensacola	2012
Largo	2012
Winter Haven	2013
Maitland	2013
South Daytona	2013
Palatka	2013
Sarasota	2014
Miramar	2014
Boynton Beach	2014
New Smyrna Beach	2014
Oakland	2014
Naples	2015
Groveland	2015
Lady Lake	2015
Lauderdale Lakes	2015
Panama City	2015
West Melbourne	2015
Districts:	
Valencia	1990
Englewood	2006
Toho Water Authority	2006
Key Largo WWTR	
Treatment District	2008
Grand Haven CDD	2012
Lakewood Ranch CDD	2012
Dunes CDD	2012
Riverwood CDD	2013
Habitat CDD	2016
Heritage CDD	2016
Reedy Creek Imp. District	2016
State:	
State of Florida	2005
Dept. of Corrections	2009
FL Governmental	
Utilities Authority	2009
Sanford Airport Auth.	2009
Dept. of Military	
Affairs	2011
Suwanee River WMD	2012
FDEP	2014
Orlando Utilities	
Commission (OUC)	2014
New Smyrna Beach	
Utilities Commission	2014
Seminole Port Auth.	2015
County Governments:	
Volusia	1974
Seminole	1975
Orange	1985
Manatee	2007
Bay	2006
Sarasota	2007
Desoto	2007
Lee	2007
Alachua	2008
Putnam	2008
Hillsborough	2009
Collier	2010
Flagler	2010
Miami-Dade	2012
Osceola	2014
Monroe	2015
St. Johns	2017
Educational:	
Lake	1992
Volusia	1994
Polk	2000
Martin	2002
UCF	2008
USF	2009
St. Johns	2009
Leon	2010
Bay	2011
Clay	2011
Brevard	2013
Seminole	2014
Duval	2014
Orange	2016
Flagler	2016

City of Sanford

Continuing Services Contract

CPH has been providing services to the City of Sanford since the 1960's. During that time, we have completed project that include streetscapes, roadways, parks, trails, stormwater, pipelines, treatment plants, pump stations, office, and redevelopment/historic renovations.

Services for these projects have included:

- Architecture
- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

We encourage you to contact the City of Sanford about our ability to provide the required services, and our team's history of success implementing projects.



Sanford 1st Street Streetscape, Gateway, Drainage, and Utility Project
CPH provided the City of Sanford a streetscape design package for a 6 block section of historic First Street. CPH designed the Roadway, Landscape, Architecture, and Utility Plans and prepared Specifications for the complete reconstruction of the roadway, including several utility upgrades. Located within the historic district, all accessible routes were upgraded to meet current ADA criteria, including the intersection with US 17-92. The two-lane urban section includes parallel parking and speed tables for traffic calming.

CPH's services included the conceptual and final design of a Gateway Entrance Feature introducing the historic district. A detailed Public Involvement Plan was implemented to ensure input and direction from City officials and all other key stakeholders. CPH used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic. CPH was also responsible for utility relocations which consisted of relocating existing potable water main and installing new fire hydrants, services, and meters.

Featured Projects



1. US 17/92 Beautification
This FDOT LAP project included a one mile beautification with median, lighting, and pedestrian upgrades.



2. St. Johns Parkway
The projects included widening an existing roadway and construction of 1/2 miles of new four-lane, and a new stormwater system.



3. Memorial Stadium
The project included repairs to the steel deck, concession and ADA upgrades. Two new locker rooms and a multi-purpose room were added.

Who To Contact

Mr. Bilal Iftikhar, P.E.
P.O. Box 1788
Sanford, FL 32772-1788
Phone: 407.688.5000
Ext. 5085

PROJECTS List



Streetscape/Trails
>Riverwalk Phase II
>1st Street Streetscape
>2nd Street
>Magnolia Avenue
>Palmetto Avenue
>US 17/92 Beautification



Roadways
>Oleander Avenue
>St. Johns Parkway



Parks
>Chase Park
>Memorial Stadium
>Little League Softball Park



Drainage
>Cloud Branch Basin
>Mill Creek Basin
>2nd Street Interceptor
>CRA Treatment Credits
>1st Street



Utilities
> Reclaimed Water System
>Vacuum Sewer System
>North WWTP
>South WWTP
>Aux. WTP

City of Palm Coast

Continuing Services Contract

CPH has been providing services to the City of Sanford since 1999. During that time, we have completed project that include roadways, trails, stormwater, pipelines, treatment plants, pump stations, and office.

Services for these projects have included:

- Architecture
- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

We encourage you to contact the City of Palm Coast about our ability to provide the required services, and our team's history of success implementing projects.



Belle Terre Parkway

CPH provided complete design for the Belle Terre Parkway four-laning. The project consisted of reconstructing approximately 4.1 miles of an existing 2-lane rural road to a 4-lane divided urban roadway with four 12-foot travel lanes and two 4-foot bicycle lanes.

- Complete hydraulics analysis for the primary and secondary systems
- 0.6 mile realignment of the northern end of Belle Terre Parkway
- 0.12 mile two-lane curb and gutter extension
- 5 Signalized Intersections (Mast Arm) (interconnected)
- Four-Phased Maintenance of Traffic Plans
- Right-of-Way Acquisition services
- Traffic Volume Projections & Signal Warrant Analyses
- Access Management Analysis
- Utility Relocation
- Undergrounding 2 miles of Power/Fiberoptic
- Wetland and Floodplain Impacts

Featured Projects



1. City-Wide Swale Rehab

This project consisted of the rehabilitation of 50 miles of roadside swales throughout the City to address resident and flooding concerns.



2. Belle Terre Trail

This project included 3.5 mile, 10' wide asphalt path, and a 1.2 mile, 10' wide concrete multi-use path, and 2 pedestrian bridges.



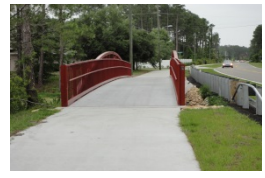
3. R.O. WTP

The project included a 3.0 MGD expandable to 9.0 MGD Reverse Osmosis plant with administration offices, storage tanks, and a SCADA system.

Who To Contact

Mr. Richard Adams
2 Utility Drive
Palm Coast, FL 32137
Phone: 386.986.2351

PROJECTS List



Streetscape/Trails

>East Hampton Trail
>Ravenwood Trail
>Belle Terre Trail
>Whiteview Trail



Roadways

>Belle Terre Parkway
>City-Wide Overlay Program
>Palm Coast Parkway Intersection
>Whiteview Intersection
>Brushwood Drive Intersection
>Rymfire Drive
>Belle Terre Signalized Intersections



Drainage

>City-Wide Swale Rehab
>Valley Gutter Rehab
>Belle Terre Stormwater
>Master Stormwater Plan



Utilities

>R.O. WTP
>WWTP Expansion
>Cigar Lake Pump Station
>MBR WWTP
>Reclaimed Water System
>Belle Terre Utility Relocations

Volusia County

Continuing Services Contract

CPH has been providing services to Volusia County since 1974. During that time, we have completed project that include roadways, parks, trails, stormwater, pipelines, treatment plants, pump stations, and office.

Services for these projects have included:

- Architecture
- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

We encourage you to contact Volusia County about our ability to provide the required services, and our team's history of success implementing projects.



Tenth Street

CPH provided design services for the reconstruction of 1.2 miles of an existing 2-lane rural road to a 4-lane divided urban road. The cross-section included four 12-ft lanes with 4-ft bike lanes in both directions. CPH also assisted Volusia County by preparing right-of-way maps, and legal sketches and descriptions for the additional right of way and pond sites. The project was associated with two Volusia County Schools which included detailed coordination and scheduling between Publics Works Department and the School Board.

The maintenance of traffic was also a critical element to maintain to ensure full access to both schools, by both vehicles and pedestrians, during construction. The proposed stormwater management facilities included joint use between the roadway project and one of the school's properties.

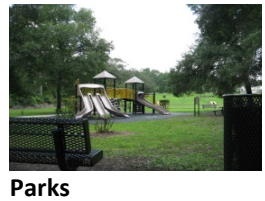
PROJECTS List



Streetscape/Trails
>Lake Monroe Trail
>Spring Hill Trail



Roadways
>Rhode Island Avenue
>Tenth Street
>Westside Parkway

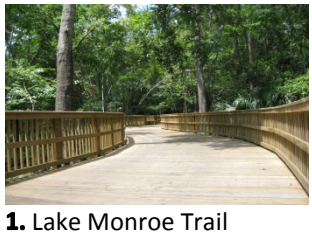


Parks
>Spring Hill Park
>Lighthouse Point Park

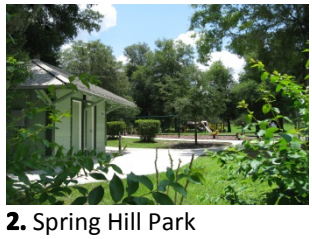


Utilities
>Sanford Interconnect
>Halifax R.O. WTP
>SW Regional WWTP
>SE Regional WWTP
>Deltona North WWTP
>NE Regional WWTP
>Reclaimed System

Featured Projects



1. Lake Monroe Trail
This project included a 3 mile, 12' wide multi-use trail, with 340 feet of boardwalk over wetland areas.



2. Spring Hill Park
The projects included a expansion of a park to include basketball court, restroom facility, tot lot, trails and a pavilion.



3. Rhode Island Avenue
The project included 1.4 miles of new 2-lane divided rural road with raised curbed median, and re-design of a signalized intersection.

Who To Contact

Mr. Michael Ulrich
123 W. Indiana Avenue
DeLand, Florida 32720
Phone: 386.736.5965

City of Winter Springs

Continuing Services Contract

CPH has been providing services to the City of Winter Springs since 1974. During that time, we have completed project that include streetscapes, roadways, parks, trails, stormwater, pipelines, treatment plants, pump stations, and office.

Services for these projects have included:

- Architecture
- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

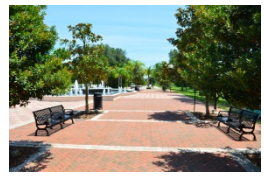
We encourage you to contact the City of Winter Springs about our ability to provide the required services, and our team's history of success implementing projects.



Blumberg Trail
CPH provided roadway, trail, and utility design for Blumberg Avenue. In addition to the roadway, CPH provided a 12 Ft. wide trail in the median with one way roads on each side. The Trail connects the Cross Seminole Trail with the Winter Springs Town Center.

The trail was designed to resemble a walk-through French Provincial Garden. A series of garden rooms were created, highlighted by garden pavilions, classical pergolas and a welcoming fountain at the north entrance to the corridor. Landscaping is designed to be colorful and lush, with stately Sylvester Palms guiding your way along the Trail. Concrete pavers were used for surfacing. Patterns change as you enter into the street or into a new garden space.

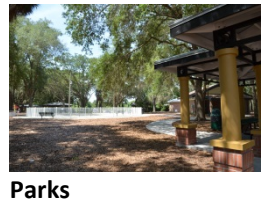
PROJECTS List



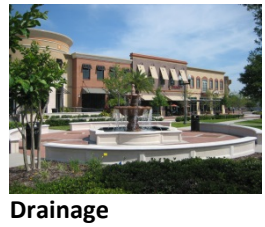
Streetscape/Trails
>Blumberg Trail
>Magnolia Trail
>Towne Center Streetscape



Roadways
>Blumberg Road
>Residential Traffic Calming Program



Parks
>Towne Center Park
>Central Winds Sports Complex
>Torcaso Splash Park
>Trotwood Splash Park



Drainage
>Towne Center Stormwater Master Plan
>City Wide Stormwater Master Plan



Utilities
>Reclaimed Water System
>Central WTP
>West WRF
>East WRF
>Lift Station 7
>Oak Forest RW Storage and Pumping

Featured Projects



1. Trotwood Splash Park
2800 sq.ft. splash pad water feature, restroom building, pump room, in-ground water tank, water/ sewer lines and additional sidewalks.



2. Sports Complex
The projects included drainage, utility, and entry feature upgrades. Addition of 2 soccer fields, restrooms and picnic pavilions was included.



3. Torcaso Park (CDBG)
The project included a pond with a surrounding active park. Paved trails, basketball court, activity stations, splash pad, and a gazebo were included.

Who To Contact

Mr. Kipton Lockcuff, P.E.
1126 East SR 434
Winter Springs, FL 32708
Phone: 407.327.5989

City of DeLand

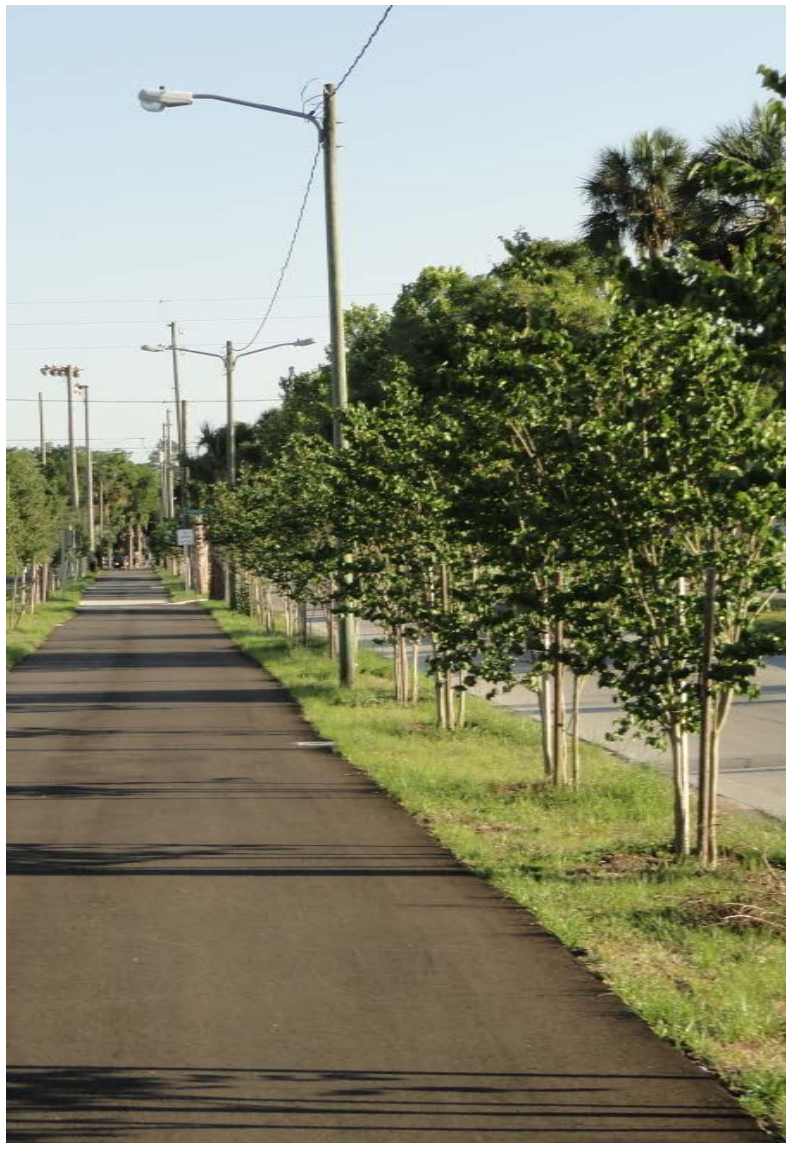
Continuing Services Contract

CPH has been providing services to the City of DeLand since 1997. During that time, we have completed project that include streetscapes, roadways, parks, trails, stormwater, office, and redevelopment/historic renovations.

Services for these projects have included:

- Architecture
- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

We encourage you to contact the City of DeLand about our ability to provide the required services, and our team's history of success implementing projects.

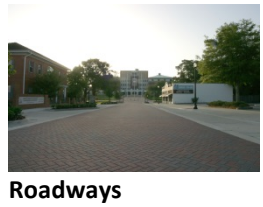


Alabama Ave Greenway (Phase I and Phase II)
The project included the design and CEI of a 1.4 mile shared use path Portions of the project were located on the City's existing property, while other areas travel through some of the historic neighborhoods with limited right-of-way. The areas with narrow right-of-way required narrowing the existing roadway, and overlaying portions of the existing road to provide adequate drainage without adding additional structures. This not only saved money by avoiding additional structures and pipe, but also saved a lot of time by eliminating the need to open cut the existing road. The project included a second study phase from the northern terminus for 5 miles. Phase 2 of the project consists of a 0.70 mile extension of the original 1.20 mile trail. This phase includes the design and permitting of a 10' - 12' wide asphalt and concrete trail through Stetson University, requiring extensive coordination and a combination of permanent and temporary construction easements from Stetson.

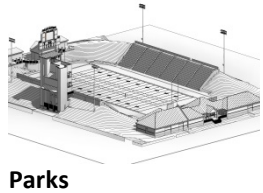
PROJECTS List



Streetscape/Trails
>Alabama Ave. Greenway Phase I
>Alabama Ave. Greenway Phase 2
>Alabama Ave Trail Northern Extension
>Woodland Blvd Streetscape
>Indiana Ave. Streetscape



Roadways
>5 Year Dirt Road Paving Program
>Alabama Ave Regrading



Parks
>Spec Martin Stadium
>Earl Brown Park



Drainage
>SR 44 Drainage

Featured Projects



1. Woodland Blvd
Reconstruction of 12-blocks of roadway, sidewalks, planters, and re-design of the signalization for five intersections.



2. Spec Martin Stadium
The development of the design/build criteria package. The project involves a new press box, training room and locker room additions.



3. SR 44 Drainage
Analysis and design of flood improvements. CPH helped the City obtain $540,000 of funding from FDOT through a Joint Project Agreement (JPA).

Who To Contact

Mr. Keith Riger, P.E
1102 S. Garfield Avenue
DeLand, FL 32724,
Phone: 386.626.7196

City of Lake Mary

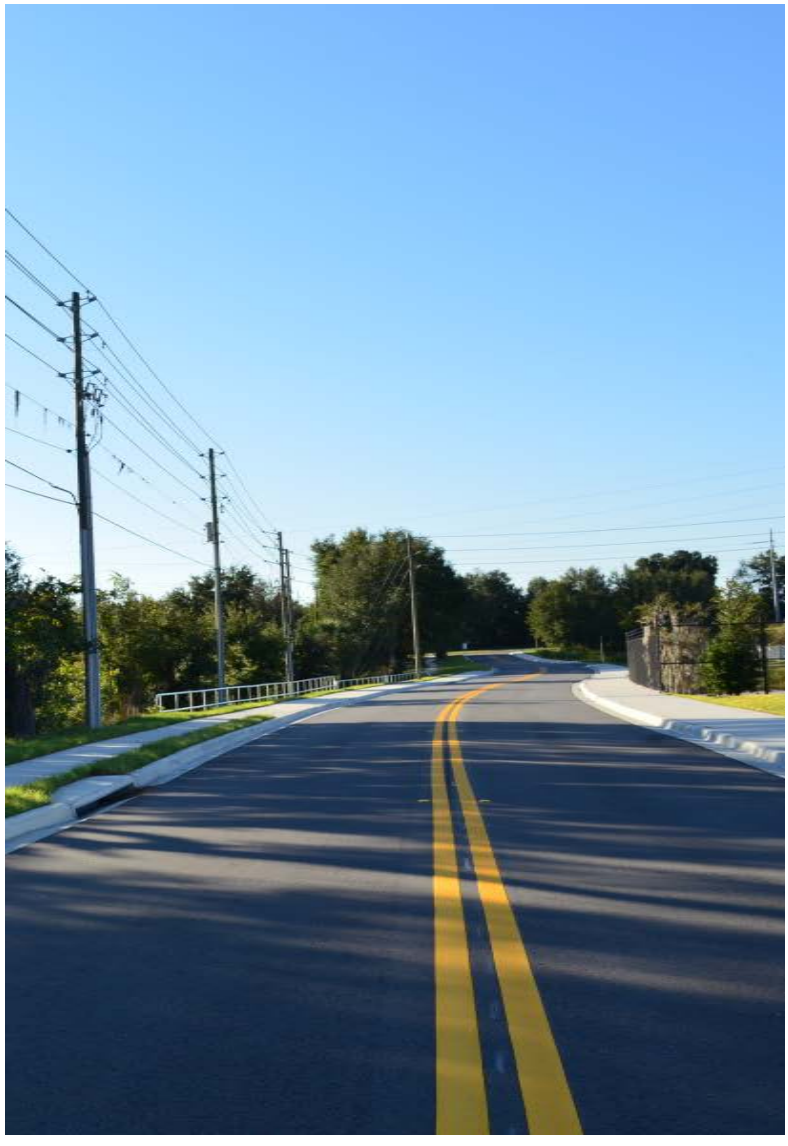
Continuing Services Contract

CPH has been providing services to the City of Sanford since 1975. During that time, we have completed project that include streetscapes, roadways, parks, trails, stormwater, pipelines, treatment plants, pump stations, and office.

Services for these projects have included:

- Engineering
- Planning
- Landscape Architecture
- Transportation/Traffic
- Construction Administration
- Public Relations
- Environmental

We encourage you to contact the City of Lake Mary about our ability to provide the required services, and our team's history of success implementing projects.



Sand Pond Road and Skyline Drive
CPH completed the Sand Pond/Skyline roadway project for the City of Lake Mary. The 1.25 mile project consists of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. The project also included extending Skyline Drive from its current terminus approximately 1,100-feet to Emma Oaks Trail. The design implemented recommendations identified in a previous study to eliminate roadway flooding, improve traffic flow, and improve safety along the corridor. Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination and permitting through SJRWMD and Seminole County.

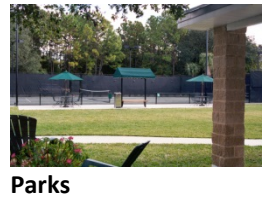
PROJECTS List



Streetscape/Trails
>Rinehart Road Trail
>Gateway & Fountains



Roadways
>Skyline/Sand Pond Road
>Rinehart Road
>International Parkway



Parks
>Tennis Center
>Sports Complex
>Trailhead Park



Drainage
>Soldier's Creek
>Master Drainage Plan
>Sand Pond Drainage



Utilities
>Downtown Sewer System
>Main WTP
>Reclaimed Water System
>Utility Master Plan
>Elevated Ground Storage Tank

Featured Projects



1. Gateway Park
The gateway feature included fountains, seating, lighting, and pavers. The pavers were used as a "dedication" feature, and help offset funding.



2. Rinehart Road / Trail
The project included a 12'- 2.1 mile asphalt trail and the widening from a 2 lane to a 4 lane divided urban roadway.



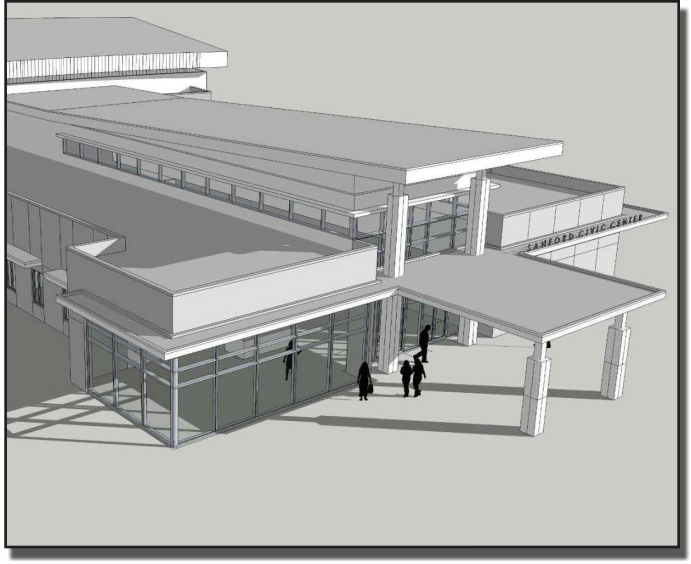
3. Sports Complex
The project included a multi-purpose playing field, two softball fields, two little league/t-ball fields, and one picnic area with a fishing pier.

Who To Contact

Mr. Bruce Paster, P.E.
911 Wallace Court
Lake Mary, FL 32746
Phone: 407.585.1452

SANFORD CIVIC CENTER

SANFORD, FL



PROJECT DESCRIPTION

CPH was commissioned by Sanford to provide conceptual plans for a new 18,000 square foot “Civic Center” which will replace the existing Civic Center. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people. Specific meeting rooms and offices will be provided for senior citizens. Prefunction social gathering areas will be complimented by massive exterior covered patio’s and spacious interior circulation spaces. Provisions will also include landscape alcoves, delivery ports for catered service and abundant parking within the borders of the site.

PROJECT COST

$TBD

DURATION OF CONTRACT

April 2016 - Ongoing

CLIENT CONTACT

City of Sanford
Mr. Jeff Triplett, Mayor
P O Box 1788, Sanford, FL 32772-1788
Phone: 407.261.2800
E-Mail:jeff.triplett@sanfordfl.gov

STAFF INVOLVED

David A. Gierach, Dennis L. Matula, Jose M. Ortiz, James K. Winter, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Environmental/Wetlands Services, and Public Involvement

WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER

LEESBURG, FL



PROJECT DESCRIPTION

CPH was commissioned to design a new 9,000 SF Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and M/E/P. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

PROJECT COST

$TBD

DURATION OF CONTRACT

July 2016 - Ongoing

CLIENT CONTACT

City of Leesburg
Ken Thomas, CRA Manager
501 West Meadow Street, Leesburg, FL 32749
Phone: 352.728.9765
E-Mail: ken.thomas@leesburgflorida.gov

STAFF INVOLVED

David A. Gierach, Dennis L. Matula, Jose M. Ortiz, James K. Winter, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, and Public Involvement

ORLANDO/SANFORD INTERNATIONAL AIRPORT TERMINAL B EXPANSION

SANFORD, FL



PROJECT DESCRIPTION

As part of our Master Services Agreement with the Sanford Airport Authority, CPH was tasked with the Terminal Expansion project to support the current growth of passenger traffic. The $42 million expansion includes the terminal departure consolidation from a dual terminal check-in. The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots. CPH is providing engineering, surveying, architectural, and MEP services for this project.

PROJECT COST
$TBD

DURATION OF CONTRACT
June 2015 - Ongoing

CLIENT CONTACT
Orlando Sanford International Airport
Ms. Diane H. Crews, A.A.E., President and CEO
1200 Red Cleveland Blvd., Sanford, FL 32773
Phone: 407.585.4000
Email: dcrews@osaa.net

STAFF INVOLVED
David A. Gierach, Jeremiah D. Owens, Dennis L. Matula, Jose M. Ortiz, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, and Public Involvement

DEBARY PUBLIC SAFETY COMPLEX

DEBARY, FL



PROJECT DESCRIPTION

CPH provided architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement. The style of the building uses colonial detailing with a “temple front” façade, divided light windows, pitched roof, stone wainscot and white trims. CPH also provided site civil and master planning for future development.

PROJECT COST
$118,975

DURATION OF CONTRACT
June 2014 - August 2015

CLIENT CONTACT
City of DeBary
Alan Williamson, Public Works Director
16 Colomba Road, DeBary, FL 32713
Phone: 386.668.2040 ext. 323
E-Mail: awilliamson@debary.org

STAFF INVOLVED
David A. Gierach, Jeremiah D. Owens, Dennis L. Matula, Jose M. Ortiz, James K. Winter, Amy E. Daly, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

SPRINGHILL BOYS & GIRLS CLUB

DELAND, FL



PROJECT DESCRIPTION

CPH provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill. U.S. Rep. John Mica rallied for approximately 5 years to raise funds and approval for the new building. CPH designed a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing. The Building is twice the size of the previous plan.

The Facility includes a large Foyer where the children will gather when they first enter the building. The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office. The ancillary rooms include ADA Restrooms and a Mechanical/ Electrical Room.

The original estimated construction cost of this project was $259,000. The actual construction cost was $250,000.

ORIGINAL ESTIMATED COST
$259,000

PROJECT COST
$250,000

DURATION OF CONTRACT
June 2012 - October 2012

CLIENT CONTACT
DeLand Boys and Girls Club
Mr. Joseph Sullivan, Chief Professional Officer
101 N. Woodland Blvd., Ste 400, DeLand, FL 32720
Phone: 386.734.0555,
E-Mail: jsullivan@bgcvfc.org

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton, James K. Winter

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

BELLE TERRE PARKWAY FOUR-LANING

PALM COAST, FL



PROJECT DESCRIPTION

CPH provided complete transportation planning and design services including preliminary engineering analysis, pond siting, roadway realignment alternatives, roadway design, drainage design, traffic analysis and design, landscape architecture, utility design and coordination, right-of-way impact analysis and acquisition, design surveying, and environmental services for the Belle Terre Parkway four-laning. The project consisted of reconstructing approximately 4.1 miles of an existing 2-lane rural road to a 4-lane divided urban roadway with four 12-foot travel lanes and two 4-foot bicycle lanes.

Transportation Design Services consisted of:

- Roadway analysis and design to convert the existing 2-lane rural roadway to a 4-lane urban roadway
- Complete hydraulics analysis for the primary and secondary systems
- 0.6 mile realignment of the northern end of Belle Terre Parkway
- 0.12 mile two-lane curb and gutter extension of Buffalo Bill Drive from the existing Belle Terre Parkway to the realigned Belle Terre Parkway
- 5 Signalized Intersections (Mast Arm) (interconnected)
- Four-Phased Maintenance of Traffic Plans
- Pond Siting Analysis
- Right-of-Way Impact Analysis and Acquisition services
- Traffic Volume Projections
- Signal Warrant Analyses
- Access Management Analysis
- Utility Relocation Coordination, including undergrounding 2 miles of FPL, Bright House, and ATT facilities and 2.1 miles aboveground relocations
- Wetland and Floodplain Impacts - Permitting and Mitigation
-

Original estimated construction cost was $38 Million. Actual cost was $32 Million.

ORIGINAL ESTIMATED COST
$38,000,000

ACTUAL PROJECT COST
$32,000,000

DURATION OF CONTRACT
May 2005 - December 2009

CLIENT CONTACT
City of Palm Coast
Mr. Richard Adams Public Works Director
2 Utility Dr., Palm Coast, FL 32137
Phone: 386.986.2351
E-Mail: radams@palmcoastgov.com

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., Jeremiah D. Owens, James K. Winter, Amy Daly, David Mahler, Matthew Cushman, Thomas Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Public Involvement

US 17-92 RIVERWALK, PHASE II & PHASE III (FDOT LAP)

SANFORD, FL



PROJECT DESCRIPTION

PHASE II

The FDOT LAP project included 1.5 miles of 10-14 foot wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trail head parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. The concept design of the trail necessitated significant coordination with FDOT to gain their support for the necessary variations from Department standards, and their approval of the necessary reduction in shoulder widths and use of Rectangular Rapid Flashing Beacon (RRFB) at two mid-block crossings. The design included advanced coordination with SJRWMD and FDEP because of work within sovereign submerged lands, replacement seawall, and pedestrian bridge.

PHASE III

CPH provided planning, survey, and design services for a 1.7 mile extension to an existing trail. The new extension connects to the previous phase designed by CPH and is the final connection between the I-4 Corridor with the adjacent Seminole County Rinehart Trail and the downtown Sanford RiverWalk Trail system. Additionally, these improvements filled the largest remaining gap within the Lake Monroe Trail Loop system which spans both Seminole and Volusia Counties. This project followed the complete streets design elements with the provision of a Multi-Use Trail, Roadway safety improvements, Traffic Calming design, Roadway & Trail Lighting, Utility Design, Structural Seawall Design, Drainage Improvements/Design , Irrigation Design, Beautification, Hardscape and Landscape Design, Scenic Overlooks of Lake Monroe, Way-finding Design, Pedestrian Mid-Block Crossings (Rectangular Rapid Flashing Beacons), Traffic Studies, Survey, and Wetland Mitigation.

PROJECT COST

$626,289 (Phase II)
$TBD (Phase III)

DURATION OF CONTRACT

March 2011 - February 2015 (Phase II)
September 2015 - Ongoing (Phase III)

CLIENT CONTACT

City of Sanford
Chris Smith, Planning and Development Services Department
300 North Park Avenue, Sanford, FL 32771
Phone: 407.688.5000
E-Mail: chris.smith@sanfordfl.gov

STAFF INVOLVED

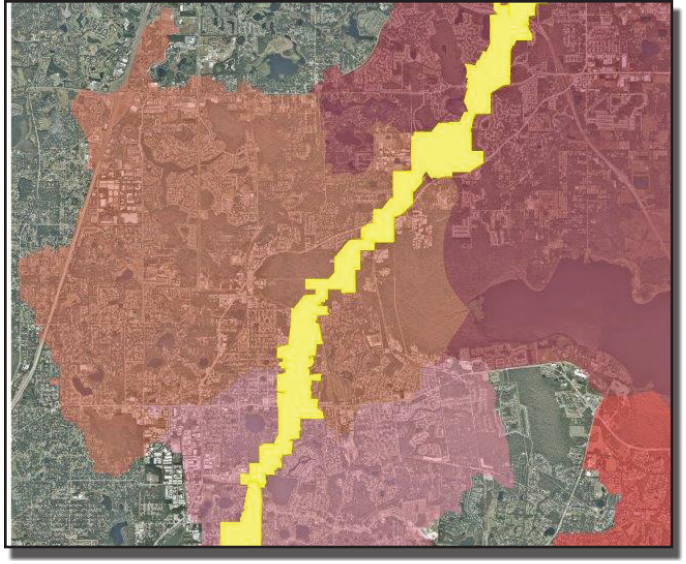
David A. Gierach, Jeremiah D. Owens, Kurt R. Luman, Jr., Matthew Cushman, Amy E. Daly, Aaron P. Moore, Dennis L. Matula, Jose M. Ortiz, James K. Winter, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

US 17/92 CRA STORMWATER MASTER PLAN

SEMINOLE COUNTY, FL



PROJECT DESCRIPTION

The CPH team was selected to create a stormwater master plan for the US 17/92 CRA's 13 mile corridor. The plan includes a GIS database of construction plans, permits, maps and models within the linear corridor. The collected information was used in conjunction with review of existing infrastructure and development trends to support creation of proposed projects that could encourage future redevelopment of parcels along the corridor. Services for this project included: Data collection, review and cataloguing; FEMA floodplain mapping reviews; LiDAR acquisition; Field reconnaissance and surveys; GIS preparation; Drainage model updates in support of existing conditions analyses and BMP design development; Cost estimate preparation including property acquisition estimates; Pollutant loading calculations; and permitting considerations.

PROJECT COST
$TBD

DURATION OF CONTRACT
April 2015 - Ongoing

CLIENT CONTACT
Seminole County
Mr. Bob Walter, Public Works
100 E. First Street, Sanford, FL 32771
Phone: 407.665.5753
E-Mail: rwalter@seminolecountyfl.gov

STAFF INVOLVED
David A. Gierach, Jeremiah D. Owens, Jeremy C. Morton, Amy E. Daly, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations,and Public Involvement

CLOUD BRANCH DRAINAGE IMPROVEMENTS

SANFORD, FL



PROJECT DESCRIPTION

The Cloud Branch drainage basin is approximately 660 acres located in Sanford. For all phases, CPH provided surveying, environmental, design, permitting, bidding, and construction phase services for the various upgrades along the Cloud Branch drainage channel. CPH services also included preparation of a Stormwater Facilities Plan, Request for Inclusion package, and other planning and loan documents that the City submitted to FDEP in order to receive a State Revolving Fund (SRF) loan for the overall project. The project modeling, design, and permitting allowed for alternate construction of culverts (round pipe or box culvert) to provide flexibility with construction based on submitted bid prices and the alternate selected by the City after bidding. Phase 1 construction consisted of excavating a new 2.8 acre stormwater detention pond, upgrading of seven road crossing culverts along the channel, regrading 2,500-ft of existing channel, and enclosure of 1,130-ft of existing channel. CDBG funding was also secured for the Phase 1 project by the City with assistance provided by CPH.

Phase 2 construction consisted of a new 4 acre stormwater pond at Coastline Park, the installation of approximately 1,000-ft of new concrete box culvert, and upgrading storm sewer crossings of CSX tracks at 7th St. and at 10th St., and regrading the existing Cloud Branch drainage channel. The Phase 2 project was a federal economic stimulus project funded under the State Revolving Fund Loan program administered through the Florida Department of Environmental Protection (FDEP) using American Recovery and Reinvestment Act (ARRA) funds. During construction, CPH conducted interviews for documentation of compliance with Davis Bacon prevailing wage requirements and prepared interview notes and photos and compiled monthly Davis Bacon compliance certifications using interview notes and weekly certified payrolls provided by the Contractors and subcontractors. Phase 3 consisted of the upgrading of the 6th St. crossing at Cloud Branch, funded separately through FDEP as a non-ARRA project. The 6th St. culvert crossing was upgraded to a double 5' x 12' concrete box culvert.

ORIGINAL ESTIMATED COST
$6,935,000

ACTUAL PROJECT COST
$6,345,000

DURATION OF CONTRACT
June 2004 - November 2006

CLIENT CONTACT
City of Sanford
Mr. Bilal Iftikhar, Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5085
E-Mail: bilal.iftikhar@sanfordfl.gov

STAFF INVOLVED
David A. Gierach, Rocco R. Nasso, N. Katriina Bowman, Kurt R. Luman, Jr, Gerald M. Cox

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Stormwater, Hydraulic Calculations, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Construction Management

MILL CREEK DRAINAGE IMPROVEMENTS

SANFORD, FL



PROJECT DESCRIPTION

The Mill Creek drainage basin is approximately 1320 acres located within the northwestern portion of the City and drain through existing developed residential and industrial areas to Lake Monroe, which is a part of the St. Johns River. CPH's services included reviewing earlier reports, conducting field visits, gathering updated information, interviewing City and County staff, reviewing jurisdictional considerations, and establishing an existing condition and proposed improvements stormwater modeling report that was used to obtain an Individual MSSW Permit from the SJRWMD. The overall permit for the project allows for flood control improvements without the need for stormwater treatment to be provided in the new stormwater ponds. CPH also assisted the City in negotiating construction of a joint-use pond, securing State Revolving Fund (SRF) loans from FDEP for a number of the projects. The Mill Creek improvement projects completed to date include construction of five stormwater attenuation ponds, enclosure of over 3,000-ft of open channels, and replacement of undersized road crossing culverts.

This program can be summarized as follows:

Phase 1	Mill Creek improvements in the vicinity of 8th Street to 9th Street
Phase 2	Mill Creek improvements from 9th Street to approximately 14th Street
Phase 3-A	Mill Creek improvements from 18th Street to Country Club Boulevard
Phase 3-B	Mill Creek improvements from 14th Street to 18th Street

PROJECT COST

$2,085,959

DURATION OF CONTRACT

January 1997 - June 2001

CLIENT CONTACT

City of Sanford
Mr. Bilal Iftikhar, Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5085
E-Mail: bilal.iftikhar@sanfordfl.gov

STAFF INVOLVED

David A. Gierach, Rocco R. Nasso, N. Katriina Bowman, Kurt R. Luman, Jr, Gerald M. Cox

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Stormwater, Hydraulic Calculations, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Construction Management

SAND POND ROAD AND SKYLINE DRIVE

LAKE MARY, FL



PROJECT DESCRIPTION

CPH completed the Sand Pond/Skyline roadway project for the City of Lake Mary. The 1.25 mile project consisted of minor widening, turn lane improvements, safety upgrades and converting the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. The project also included extending Skyline Drive from its current terminus approximately 1,100-feet to Emma Oaks Trail. The design implemented recommendations identified in a previous study to eliminate roadway flooding, improve traffic flow, and improve safety along the corridor. Services included geometric design to correct the horizontal and vertical alignments to comply with current standards, pavement analyses to determine the strength and integrity of the existing base material, hydraulic modeling for the proposed stormwater management system, utility coordination and permitting through SJRWMD and Seminole County.

ORIGINAL ESTIMATED PROJECT COST
$2,221,325

ACTUAL PROJECT COST
$2,181,325

DURATION OF CONTRACT
February 2010 - June 2012

CLIENT CONTACT
City of Lake Mary
Bruce Paster, P.E., Director of Public Works
911 Wallace Court, Lake Mary, FL 32746
Phone: 407.585.1452
E-Mail: bpaster@lakemaryfl.com

STAFF INVOLVED
David A. Gierach, Rocco Nasso, Kurt R. Luman, Jr., Matthew Cushman, Jeremiah D. Owens, Amy Daly, Aaron P. Moore, Thomas J. Galloway, Randall "Randy" L. Roberts

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/ Wetlands Services, and Construction Management

SR 50 UTILITY RELOCATIONS PHASES I-III (FDOT JPA)

ORANGE COUNTY, FL



PROJECT DESCRIPTION

The first phase of this project consisted of the design and construction administration services to relocate water and force mains as well as incorporate a new gravity collection system and pump station design into the FDOT widening plans of SR-50 from Santa Rosa Drive (just west of SR 436) east to SR-417, approximately 4 miles in total length. Services included the design of 15,000 LF of gravity collection lines ranging in size from 8" to 24". in diameter; installation of approximately 83 manholes with depths to 20-ft. deep; installation a triplex pump master pump station; removal of certain sections of force main, connection of other force main systems to the gravity collection system and a new lateral connections to the gravity sewer service on SR-50. The project also included design for the installation or relocation of 8,000 LF of 16", 4,000 LF of 12" water mains and 4,000 LF of 20" and 1,800 LF of 8" force mains.

The second phase of the SR-50 project involving relocation of utilities along approximately 1.1 miles of FDOT Roadway from SR-417 to SR-425 (Dean Road). Utility relocation and improvements included the Orange County Utilities Division (OCUD) wastewater collection, wastewater transmission and water distribution systems. Services included the design of approximately 5,500 LF of 20" water main and approximately 2,700 LF of other water mains ranging in size from 6" to 12". The project also included design for the installation or relocation of 5,000 LF of 24" force main and 3,700 LF of 4"- 12" force main.

The third phase of the SR-50 FDOT widening project is currently under design and involves the relocation of utilities along approximately 4.9 miles of existing roadway from SR-425 (Dean Road) to Old Cheney Highway, near Avalon Park Boulevard. This segment includes the replacement of approximately 5,500 LF of 24" water main, 11,300 LF of 20" water main, 2,600 LF of 12" water main and 4,500 LF of 10-inch and under water mains. It also includes the replacement of 1,200 LF of 30", 5,897 LF of 24", 8,000 LF of 16", 1,100 LF of 12" and 8,700 LF of 8" and under force mains.

PROJECT COST
TBD, $28,000,000 Estimated

DURATION OF CONTRACT
2004 - Ongoing

CLIENT CONTACT
Orange County
Mr. Jose E. Hernandez, P.E., Engineer III
9150 Curry Ford Road, Orlando, FL 32825
Phone: 407.254.9718
E-Mail: jose.hernandez2@ocfl.net

STAFF INVOLVED
David A. Gierach, David E. Mahler, Gerald M. Cox

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Utilities Coordination & Design, Hydraulic Calculations, Regulatory Compliance & Permitting, and Environmental/ Wetlands Services

SANFORD NORTH WRF - BIOLOGICAL NUTRIENT REMOVAL EXPANSION

SANFORD, FL



PROJECT DESCRIPTION

The Sanford North WRF currently produces a high quality reclaimed water and utilizes a seasonal discharge to Lake Monroe/St. Johns River, limited to 1.0 MGD AADF, during periods of wet weather. To meet the State of Florida TMDL's for the Sanford segment of the St. Johns River, EPA's Numeric Nutrient Limits and the Wekiva Rule, a "new" Biological Nutrient Removal (BNR) system was required at the Sanford North WRF. The City selected CPH to evaluate the nutrient removal technologies available to meet the low TN (< 3 mg/L) and TP (< 0.6 mg/L) concentrations and recommend a cost-effective, energy-efficient and reliable BNR treatment system to meet these mandated effluent requirements. The Sanford North WRF was originally built in 1960 on an old landfill site on the shores of Lake Monroe and the cost for trash removal and importation of clean fill or the use of piles was determined to be cost prohibitive. Based on a preliminary screening process (first-level), criteria weighting (pair-wise) analysis and a final screening process (second-level), the Integrated Fixed-Film Activated Sludge (IFAS) Process, a highly energy-efficient and automated nutrient removal technology was selected as the "preferred" alternative. The technology is highly reliable in its ability to meet the stringent TN and TP requirements; is energy-efficient and has the potential to reduce electrical costs (20-30%) compared to the current biological treatment system (complete-mix) and can be constructed in the "existing" four aeration basin trains. The 7.3 MGD IFAS BNR system is currently in final design with an anticipated bid opening date in January 2015. CPH has provided all professional engineering services during the design process and will provide bidding services and construction engineering, inspection (full-time) and management services.

The Sanford North WRF IFAS BNR improvements consist of the following infrastructure: (1) new RAS/WAS pumping systems; (2) primary anoxic basins (2-stage); (3) wastewater step-feed process; (4) aerobic basins; (5) deoxygenation basins; (6) secondary anoxic basins; (7) reaeration basins; (8) turbo blowers (5 units); (9) chemical and supplemental carbon storage/ handling facilities; (10) aerobic digestion system improvements; (11) internal recycle systems; and (12) various buildings. The facilities will meet all TN and TP mandated effluent limitations.

PROJECT COST
$730,000 (Design Only)

DURATION OF CONTRACT
October 2011 - December 2013

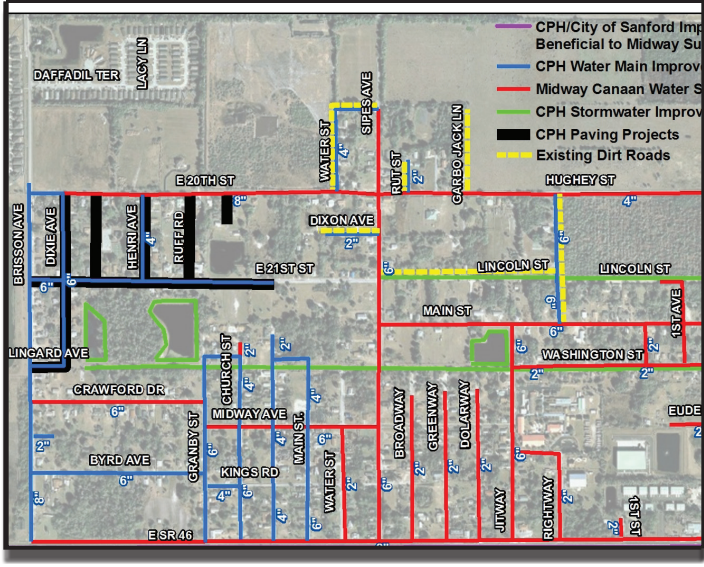
CLIENT CONTACT
City of Sanford
Bilal Iftikhar, P.E., Public Works Director
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5000, Ext. 5085
E-Mail: bilal.iftikhar@sanfordfl.gov

STAFF INVOLVED
David A. Gierach, James K. Winter, Dennis L. Matula, Jose M. Ortiz, Amy E. Daly, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Construction Management

MIDWAY UTILITIES REPLACEMENT PHASE I

SANFORD, FL



PROJECT DESCRIPTION

The project included construction of approximately 10,665-ft of new 4-inch -10-inch water main, water services, and fire hydrants within Midway, and the abandonment in place (via grouting) of existing 6 -inch water main. Work also included directional drill construction and the installation of a new Master Meter Assembly.

CPH collected data from the Midway-Canaan Community Water Association, City of Sanford, Seminole County, and FDOT and performed site visits to evaluate the existing site conditions and locations of existing water mains and meters due to the limited information on the existing system. CPH also provided surveying services since the right-of-way was unknown / undocumented throughout Midway.

The design included preliminary layout of the new lines and coordination with the County on the proposed construction, permitting requirements, known future plans of other utilities and agencies for the project area. Since the County has secured funding for the project under the County Community Development Block Grant (CDBG) program, CPH worked closely with the County to monitor construction costs and assist with Davis Bacon wage rate requirements during construction.

PROJECT COST

$1,685,265.23

DURATION OF CONTRACT

August 2012 - Ongoing

CLIENT CONTACT

Seminole County
Mr. Ralston Reodica
534 W. Lake Mary Blvd., Lake Mary, FL 32773
Phone: 407.665.2389
Email: rreodica@seminolecountyfl.gov

STAFF INVOLVED

David A. Gierach, N. Katriina Bowman, Rocco R. Nasso, Amy E. Daly, Aaron P. Moore, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Utilities Coordination & Design, Landscape Architecture, Hydraulic Calculations, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

ISLAMORADA VILLAGE WIDE WASTEWATER SYSTEM, DESIGN, BUILD, OPERATE (DBO)

ISLAMORADA, FL



PROJECT DESCRIPTION

CPH's areas of responsibility included the design and permitting of the gravity sewer collection system with vacuum assist for the Island of Upper Matecumbe Key; sewer pumping stations for the Islands of South Plantation Key, Upper Matecumbe Key and Lower Matecumbe Key; and a low pressure force main collection systems for the Island of Windley Key and portions of Upper Matecumbe Key. CPH provided input data and documentation associated with areas of responsibility incorporated into the Preliminary Design Report for the overall project. This work included an analysis of flow data that incorporated FKEC water consumption information, review of existing package wastewater plants, and survey/analysis provided within the project solicitation documents in order to properly project anticipated wastewater flows for system design. CPH designed the following components for the project:

- Vacuum/Low Pressure Collection System Consisting of Approximately 400,000 LF of 3 -inch to 10 -inch PVC Gravity Sewers with vacuum assist, and 1-1/4 -inch to 6 -inch HDPE Low Pressure Force Mains.
- Transmission System Consisting of Approximately 100,000 LF of 8-inch to 18-inch PVC and 6 -inch to 20-inch HDPE Force Mains.
- Four (4) Pump Stations.
- One (1) Master Pump Station.
- Seven (7) Ocean Channel Crossings using Horizontal Directional Drilling (HDD) in sizes ranging from 8-inch to 18 -inch.
- Service Connection for Approximately 5,000 Customers.
- Installation of 400 Residential and Commercial Grinder Pump Stations. E-1 Grinder Pump Manufacturer.

PROJECT COST
$1,735,000

DURATION OF CONTRACT
August 2012 - November 2015

CLIENT CONTACT
Layne Heavy Civil
Mr. Wesley Self, P.E., D.B.I.A.
2003 Bluestone Circle, Birmingham, AL 35242
Phone: 770.969.4040
E-Mail: wesley.self@layne.com

STAFF INVOLVED
David A. Gierach, Jeremiah D. Owens, Dennis L. Matula, Kurt R. Luman, Jr., David E. Mahler, James K. Winter, Amy E. Daly, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Utilities Coordination & Design, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

AREA IV WELL OUTFITTING & RAW WATER TRANSMISSION MAIN PHASES I & II

TITUSVILLE, FL



PROJECT DESCRIPTION

Phase 1- The City of Titusville Area IV Well Outfitting and Raw Water Transmission Main project Phase 1 included the drilling of 5 water supply production wells, 3 saline water monitoring wells, outfitting of 6 production wells, and construction of approximately 72,000 LF of new raw water transmission main (16-20-inch diameter pipeline) from the City's Mourning Dove Water Treatment Plant to the Area IV well field. The estimated cost for this project was $11,200,000. the actual cost for this project was $7,952,370.

Phase 2- CPH performed design, surveying, permitting, bidding and construction phase services for Phase 2 of the Titusville Wellfield for TIFA LLC. The design and permitting phase services included civil engineering, survey, and environmental services and included hydraulic modeling of the wellfield, stormwater pre-development and post-development analysis of stormwater quality and attenuation, 100 year flood zone compensating storage. This phase included well drilling of 8 production wells and 1 saline water monitoring well, conversion of 1 test well to a production well, and well outfitting of 9 production wells. Additionally, the project included the construction of approximately 18,975 LF of raw water transmission main from the north end of the existing Area IV Phase 1 Wellfield (near well 408) to each of the Area IV Phase 2 production wells (Wells WR-1 through WR-9).

PROJECT COST

Original Estimated Phase I: $11,200,000,
Actual Project Cost Phase I: 7,952,370
Phase II: $4,016,756

DURATION OF CONTRACT

Phase I: October 2008 - May 2012
Phase II: December 2012 - June 2014

CLIENT CONTACT

Phase I: City of Titusville
Mr. John Peterson, Project Manager, Water Resources Department
2036 Garden Street, Titusville, FL 32796
Phone: 321.383.5863
E-Mail: john.peterson@titusville.com

Phase II: TIFA LLC
Mr. Sean Stauffer, P.E., Water Resources Director
2836 Garden Street, Titusville, FL 32796
Phone: 321.383.5650
E-Mail: sean.stauffer@titusville.com

STAFF INVOLVED

David A. Gierach, N. Katriina Bowman, Rocco R. Nasso, Gerald M. Cox, Jeremiah D. Owens,Amy E. Daly, Aaron P. Moore, Thomas J. Galloway, Randall L. Roberts

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Utilities Coordination & Design, Hydraulic Calculations, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Construction Management

SPEC MARTIN STADIUM DESIGN CRITERIA PACKAGE AND EARL BROWN PARK IMPROVEMENTS

DELAND, FL



PROJECT DESCRIPTION

CPH was selected by the City of DeLand for the Spec Martin Stadium Improvements. The project required the development of the design/build criteria package and professional services to assist the City during the selection process. The project involved a new press box, training room and locker room additions. The stadium was used by the local high school and is now also used by Stetson University; therefore, the stadium improvements were designed to meet collegiate level demands.CPH prepared the design criteria package for a 75' tall Press Box and locker room expansion within the historic Spec Martin Stadium (60% Design Package). CPH was also responsible for the design of the landscaping and civil improvements for the stadium which included over 50 new paved parking spots and over 100 grass parking stalls.

CPH was responsible for 100% design and permitting of civil/site improvements in and around the stadium. The primary improvement was the addition of paved parking on the home and visitor sides of the stadium as well as grass parking across the street in Earl Brown Park. Retaining walls were added to the western parking area to allow for the creation of the new parking area and pedestrian access within the earthen berm. Access to the stadium was limited from the parking areas so new pedestrian accesses were added to aid access control. ADA upgrades were made to the south side of the stadium to allow visitors the ability to access this part of the locker rooms and concession building. Previously the only ADA access to the stadium was from the northern parking lot or through separate manned access gates. A challenge to the site was a significant grade change from one end of the stadium exterior to the other in excess of fourteen feet. Safety improvements were also included to allow better movement of rescue personnel in and out of the stadium and to allow for larger vehicles movement.

ORIGINAL ESTIMATED PROJECT COST
$2,560,325

ACTUAL PROJECT COST
$2,460,325

DURATION OF CONTRACT
April 2012 - August 2013

CLIENT CONTACT
City of DeLand
Mr. Keith Riger, P.E., City Engineer
1102 S. Garfield Ave., DeLand, FL 32724
Phone: 386.626.7196
E-Mail: rigerk@deland.org

STAFF INVOLVED
David A. Gierach, N. Katriina Bowman, Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton, James K. Winter, Thomas J. Galloway, Randall "Randy" L. Roberts

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, and Public Involvement

CENTRAL WINDS RECREATIONAL FACILITY

WINTER SPRINGS, FL



PROJECT DESCRIPTION

CPH has provided numerous services at Central Winds Park including a soccer field addition of an 8 acre tract with design of stormwater facilities and irrigation system that utilizes reused water. CPH services included:

- Analysis of existing drainage problems of the original park design and provide upgrades
- Add two soccer fields
- Add restrooms and picnic pavilions
- Provide a forcemain design to replace the septic system at the main complex

The most recent upgrade at the park performed by CPH consisted of the paving, grading and installation of a drainage system on an existing access road to the Central Winds Park. The Central Winds Park Way Roadway Improvements project was a City project and this work was coordinated with the City of Winter Springs. Work included, but was not limited to, paving of approximately 1,300 LF of roadway; removing existing paved roadway and curbing; removal of stormwater piping and structures; relocation of power poles, telephone risers, valves, water lines, water meters, fences, and hydrants as necessary to accommodate the construction of this project; removal and replacement of existing recreational trail that crossed the length of the project; installation of storm pipe and structures and all appurtenances associated with this project.

CPH recently provided various schematic design options for the canopy structures over the existing bleachers and scorekeeper areas at the existing ball fields. Design options with respective cost estimates included steel, aluminum and fabric canopies for consideration. Design options including site plan, floor plan and color perspective renderings were submitted to the Parks and Recreation Department for review. Upon approval of the schematic design selected for implementing by the City of Winter Springs, CPH will proceed with the preparation of construction drawings.

PROJECT COST
$Varied per Project

DURATION OF CONTRACT
2010 - Ongoing

CLIENT CONTACT
City of Winter Springs
Mr. Kipton Lockcuff, P.E., Public Works Director
1126 East SR 434, Winter Springs, FL 32708
Phone: 407.327.5989
E-Mail: klockcuff@winterspringsfl.org

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton, James K. Winter, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, Public Involvement, and Construction Management

SANFORD 1ST STREET STREETSCAPE

SANFORD, FL



PROJECT DESCRIPTION

CPH provided the City of Sanford a streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). CPH's services included the conceptual and final design of a Gateway Entrance Feature introducing the historic district. CPH worked with the City of Sanford to develop a theme for this gateway to showcase the style and character unique to this historic area and at the same time incorporating the City's logo. A detailed Public Involvement Plan was implemented to ensure input and direction from City officials and all other key stakeholders. CPH used its in-house 3D survey team to provide right-of-way surveys, while minimizing impacts to traffic. CPH also used the 3D survey to provide a "virtual tour" of existing conditions and the proposed improvements during the public relations effort. CPH was also responsible for utility relocations which consisted of relocating existing potable water main and installing new fire hydrants, services, and meters. CPH provided the following services:

- 3-D Laser Scan survey
- Landscape and Irrigation plans
- Roadway Geometric Analysis and Design
- Lighting and Electrical plans
- Utility Design and Coordination
- Site furniture selection and layout
- Stormwater Analysis, Design, and Permitting
- Streetscape Design
- Pavement Section Analysis and Design
- Public Involvement Plan
- Maintenance of Traffic
- FDOT Driveway Connection Permit (at US 17-92)
- Architectural Services for the Gateway Entrance Feature

The original cost for this project was $2,600,000. The actual cost was $2,591,170.

ORIGINAL ESTIMATED PROJECT COST
$2,600,000

ACTUAL PROJECT COST
$2,591,170

DURATION OF CONTRACT
January 2007 - January 2009

CLIENT CONTACT
City of Sanford
Mr. Jeff Triplett, Mayor
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.261.2800
E-Mail: Jeff.Triplett@Sanfordfl.gov

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., N. Katriina Bowman, Rocco R. Nasso, James K. Winter, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, Environmental/Wetlands Services, and Public Involvement

HARRISON AVENUE STREETSCAPE

PANAMA CITY, FL



PROJECT DESCRIPTION

The City of Panama City and the Panama City CRA selected CPH to perform the Streetscape Design of Harrison Avenue. Harrison Avenue is Panama City's main street leading to City Hall and the Panama City Marina. Preliminary Design Services include assisting the CRA with Public Outreach to obtain initial stakeholder input to determine project wants/needs, preparing three streetscape alternatives, and Public Involvement meetings to determine the preferred option. Once a preferred option is selected, the Final Design elements may include a roundabout at Harrison Ave. and 4th Street, revised on-street parking to provide wider pedestrian areas in front of the businesses, upgraded street lighting including electrical outlets for various community events, modified stormwater and minor utility relocations.

PROJECT COST

$221,325 (Design Only)

DURATION OF CONTRACT

September 2015 - November 2016

CLIENT CONTACT

Panama City Community Redevelopment Agency
Ms.Onya Bates, FRA-RP, CRA Program Manager
9 Harrison Avenue, Panama City, FL 32404
Phone: 850.872.3011
E-Mail: obates@pcgov.org

STAFF INVOLVED

David A. Gierach, Kurt R. Luman, Jr., Matthew C. Cushman, James K. Winter, Amy E. Daly, Aaron P. Moore, Thomas J. Galloway

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, and Public Involvement

W. CENTRAL BLVD. SANITARY SEWER & STREETSCAPE DESIGN/BUILD

ORLANDO, FL



PROJECT DESCRIPTION

Garney Construction along with CPH was selected by the City of Orlando for the $6.5 million dollar Design/Build project in downtown Orlando. The 0.55 mile project included upsizing the existing gravity sewer line on Central Blvd. between Glenn Ln. and Garland Ave. from an 8" sanitary sewer to a 18" & 21" sewer system. The upsized sewer will serve the future MLS Stadium and City of Orlando Sports Entertainment District as well as future redevelopment along W. Central Blvd.

Additional improvements include complete roadway reconstruction including removal of the underlying brick, addition of left turn lanes at the existing intersections, a new traffic signal with a BRT (Bus Rapid Transit) phase, additional right-of-way and easement coordination, placing all overhead utility lines underground (including the duct bank design), complete Maintenance of Traffic Plans, and incorporating landscape/hardscape features including street lighting, trees, decorative crosswalks, and street furniture.

Significant coordination with various City divisions was required throughout the design and permitting. These divisions include the Capital Improvements & Infrastructure Division, Streets & Stormwater Division, Community Venues Division, Traffic Division, Wastewater Division, the Downtown Development Board, and the Community Redevelopment Agency. Permitting through FDOT for a Right-of-Way Utilization and Utility Permit was required for work under Interstate 4 while the Beyond I-4 Construction was underway. Other permitting included acquiring the FDEP Permit for the sanitary sewer installation and a SJRWMD stormwater exemption.

PROJECT COST
$351,658.52

DURATION OF CONTRACT
September 2015 - Ongoing

CLIENT CONTACT
Garney Companies
Mr. Dan Smolik, Project Manager
370 E. Crown Point Rd., Winter Garden, FL 34787
Phone: 321-221-2826
E-Mail: dsmolik@garney.com

STAFF INVOLVED
Kurt R. Luman, Jr., P.E., Joseph M. LoFaso, Jr., E.I., David E. Mahler, P.E.

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, Traffic Impact Analysis, Regulatory Compliance & Permitting, and Public Involvement

FORT FLORIDA ROAD - DIRT ROAD PAVING

DEBARY, FL



PROJECT DESCRIPTION

As part of our continuing services contract with the City, CPH was asked for recommendations on the paving of the City of Debary's longest unpaved roadway. Fort Florida Road had over two miles of two-lane unpaved rural roadway that the City was spending over $45,000 a year to maintain the surface alone. CPH met with the City and Volusia County on the paving of the roadway to gather recommendations. It was determined from the meeting that the full upgrade of the roadway was not within the budget of the City and that a Cold-Mix roadway should be utilized for the paving project even though the expected lifespan would be less. Recommendations for the paving were taken from Volusia County specifications and were reviewed by a geotechnical engineer subcontracted by CPH. CPH was also responsible for the production of the bid documents, bidding and award services, and CEI services.

PROJECT COST

$428,871.17

DURATION OF CONTRACT

May 2011 - November 2012

CLIENT CONTACT

City of DeBary
Alan Williamson, Public Works Director
16 Colomba Road, DeBary, FL 32713
Phone: 386.668.2040 ext. 323
E-Mail: awilliamson@debary.org

STAFF INVOLVED

Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton,

RELEVANT SCOPE OF SERVICES TO RFQ

Project Management, Paving, Grading, Stormwater, Hydraulic Calculations, Regulatory Compliance & Permitting, and Environmental/Wetlands Services,

DEBARY COMMUNITY PARK SPLASH PAD

DEBARY, FL



PROJECT DESCRIPTION

CPH provided planning, design, permitting, surveying and construction services for a splash pad water feature and all associated appurtenances for the City of DeBary. The design included a 2,000 sq. ft. splash pad, bathroom building, pump room to house the pump and chlorination equipment, in-ground return water tank, extension of electrical service, water service and gravity sewer lines to support the splash pad, and additional sidewalks adjacent to the new splash pad. CPH met with City staff to select the theme and features for the park during the design phase. CPH provided plan and profile drawings for the splash pad at the 60%, 90% and 100% design levels. This project also included coordination with the electrical engineer and the water feature manufacturer for both layout and power supply to the pump equipment.

Estimated Completion Date was September 2013 and Actual Completion Date was September 2013.

PROJECT COST
$429,000

DURATION OF CONTRACT
February 2012 - September 2013

CLIENT CONTACT
City of DeBary
Alan Williamson, Public Works Director
16 Colomba Road, DeBary, FL 32713
Phone: 386.668.2040 ext. 323
E-Mail: awilliamson@debary.org

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton, James K. Winter

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, and Regulatory Compliance & Permitting

PALM COAST RECLAIMED WATER DISTRIBUTION SYSTEM

PALM COAST, FL



PROJECT DESCRIPTION

CPH also served as the lead for the overall design and permitting of the reclaimed distribution system. The design was separated into three phases; Phase A, Phase B, and Phase C were separate projects that were designed and constructed after the initial WWTP No. 1 improvements were completed.

Construction of Phase A of the reclaimed distribution system was completed in 2009. Phase A improvements consisted of a 30-inch reclaimed water main which extended westerly from WWTP No. 1 to the FPL easement at the intersection of Oak Trails and Old Kings Road. The 30-inch reclaimed water main then connected to a Phase A 16-inch reclaimed water main to the North and to a Phase B 20-inch reclaimed water main to the South. These developments distribute the reclaimed water via individual systems to the developments. In addition, a future 16-inch reclaimed water main was designed by CPH along Matanzas Boulevard from Old Kings Road to US Highway No. 1 that will connect the WWTP No. 1 reclaimed water main to a future WWTP No. 2 reclaimed water main system and to future reclaimed water storage ponds for separate future developments. As of this date the 16-inch reclaimed water main has not been constructed.

Construction of Phase B of the reclaimed distribution system was completed in 2007. Phase B improvements consisted of a 20-inch reclaimed water main which extended from the 30-inch reclaimed water main at Oak Trails and Old Kings Road Southerly along the FPL easement to Cigar Lake.

Construction of Phase C of the reclaimed distribution system was completed in 2008. Phase C improvements consisted of construction of the Cigar Lake Reclaimed Water Re-Pumping Station and connection to the Town Center Reclaimed Water Distribution System.

PROJECT COST
$27,661,351

DURATION OF CONTRACT
December 2003 - September 2009

CLIENT CONTACT
City of Palm Coast
Mr. Richard Adams, Public Works Director
2 Utility Dr., Palm Coast, FL 32137
Phone: 386.986.2351
E-Mail: radams@palmcoastgov.com

STAFF INVOLVED
David A. Gierach, Kurt R. Luman, Jr., Jeremiah D. Owens, Jeremy C. Morton, James K. Winter

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Utilities Coordination & Design, Hydraulic Calculations, Regulatory Compliance & Permitting, and Construction Management

WESTSIDE COMMUNITY CENTER

SANFORD, FL



PROJECT DESCRIPTION

CPH expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine. The scope included the remodeling of the existing gym into a multi-purpose room, workout area and conference room. Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned. Additionally, the project included a new welcoming reception area, refurbished staff offices, and a computer room and locker room with a playful color scheme. The space is currently used by The Boys and Girls Club of America for afterschool and summer programs and can be rented out for revenue for the City of Sanford.

CPH worked closely with both the City of Sanford and the builder to keep the project on schedule and address any design concerns and request for information during construction. Initial site visits were made to observe and document existing conditions that were not clearly documented in the 1968 as-built drawings. Working with Higgenbotham Engineering, it was determined that roof members on the existing building needed to be structurally reinforced for the new air conditioning equipment. CPH's architects and civil engineers also worked closely to address stormwater removal with underground drains and a large retention area.

ORIGINAL ESTIMATED PROJECT COST
$6,033,527

ACTUAL PROJECT COST
$5,550,000

DURATION OF CONTRACT
July 2008 - January 2010

CLIENT CONTACT
City of Sanford
Mr. Christopher O. Smith, Project Manager
P.O. Box 1788, Sanford, FL 32772-1788
Phone: 407.688.5106
E-Mail: smithc@ci.sanford.fl.us

STAFF INVOLVED
David A. Gierach, N. Katriina Bowman, Gerald M. Cox, Amy Daly, Jeremy C. Morton, Rocco R. Nasso, James K. Winter

RELEVANT SCOPE OF SERVICES TO RFQ
Project Management, Paving, Grading, Site Planning, Utilities Coordination & Design, Landscape Architecture, Stormwater, Hydraulic Calculations, and Regulatory Compliance & Permitting

SUMMARY STATMENT OF CITATIONS, VIOLATIONS, & LITIGATION

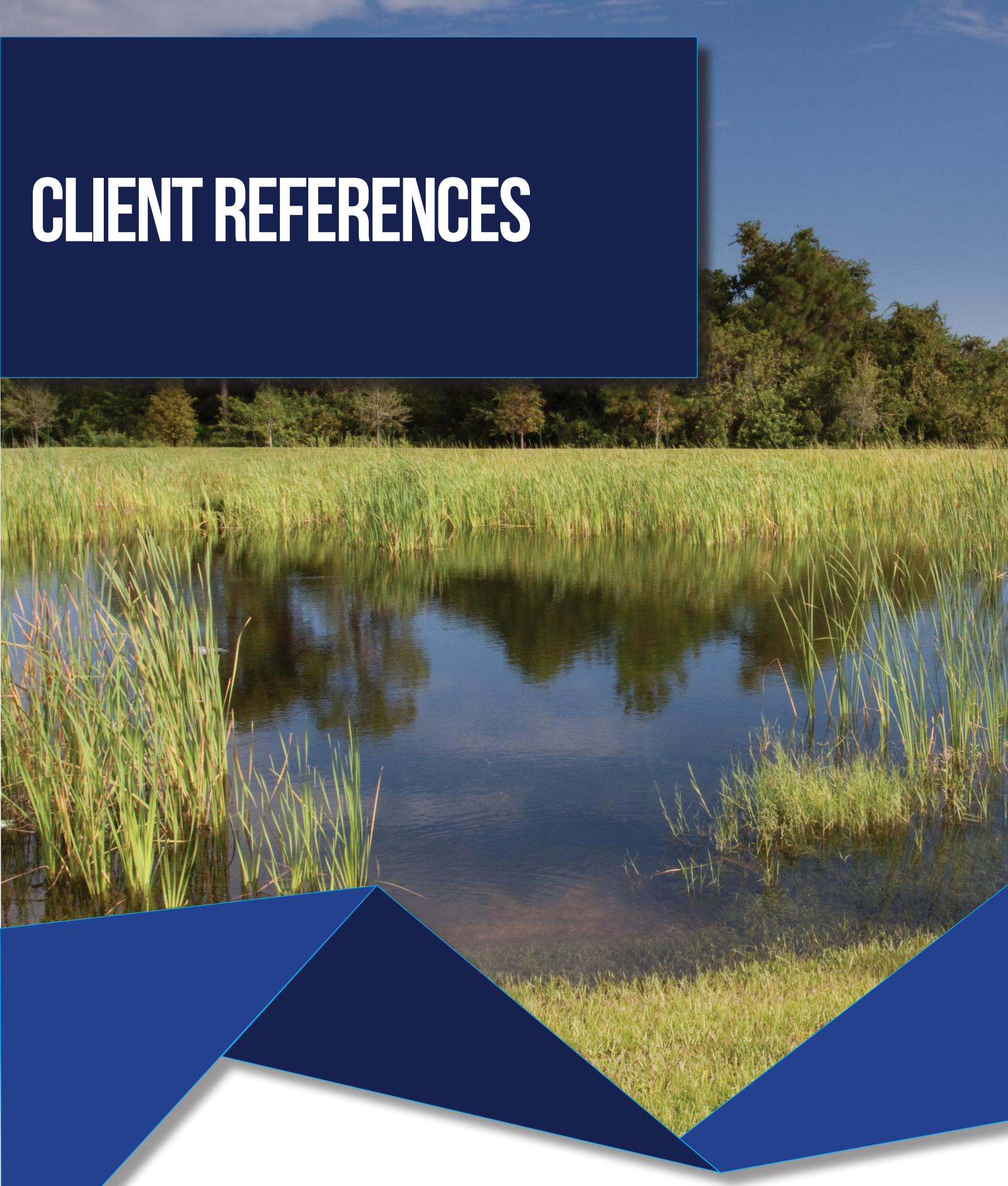
Below is a listing of all citations, violations, and litigation existing or continuing within the last three (3) years:

The following case is still in process:

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939 Origination Date – December 2014

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built eight years ago and only recently has the problem occurred. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We are working with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH does not feel that we are liable on either of these counts and the City has agreed and a release is being prepared.

CLIENT REFERENCES



CLIENT REFERENCES

CPH has performed numerous similar services for other clients for over 30 years through continuing services contracts. Below is only a sample of our team's continuing client base that can attest to the professionalism and the quality of the work product. Please see the list of our client references below with projects similar in size/scope to those of the City of New Smyrna Beach. Additionally, on the following pages we have provided reference letters from some of our other municipal clients. We encourage you to contact our references.

City of DeLand

Mr. Keith Riger, P.E., City Engineer
1102 S. Garfield Ave., DeLand, FL 32724
Phone: 386.626.7196
Fax: 386.
E-Mail: rigerk@deland.org

Length of Contract: Since 1997

Similar Project Experience:

- Spec Martin Design Criteria Package & Earl Brown Park Improvements
- DeLand Public Works Complex
- Indiana Avenue Streetscape
- Alabama Avenue Greenway Phases I & II

City of Sanford

Mr. Jeff Triplett, Mayor
P O Box 1788, Sanford, FL 32772-1788
Phone: 407.261.2800
Fax: 407.314.4864
E-Mail:jeff.triplett@sanfordfl.gov

Length of Contract: Since 1958

Similar Project Experience:

- 1st Street Streetscape/Gateway Improvements
- Mill Creek & Cloud Branch Drainage Improvements
- US 17/92 Riverwalk Phases II & III

City of Winter Springs

Mr. Kipton Lockcuff, P.E., Public Works Director
1126 East SR 434, Winter Springs, FL 32708
Phone: 407.327.5989
Fax: 407.327.6695
E-Mail:klockcuff@winterspringsfl.org

Length of Contract: Since 1974

Similar Project Experience:

- Central Winds Recreational Facility
- Fisher Road Roadway Improvements
- Magnolia Square Streetscape
- Town Center Roadway Improvements
- WTP #1 System Upgrades for Control of DBPs

City of Palm Coast

Mr. Richard Adams, Public Works Director
2 Utility Drive, Palm Coast, FL 32137
Phone: 386.986.2351
Fax: 386.986.2391
E-Mail:radams@ci.palm-coast.fl.us

Length of Contract: Since 1998

Similar Project Experience:

- Belle Terre Parkway Four-Laning
- Palm Coast Water Treatment Plant No. 3
- SRF Funded Swale Rehabilitation Project
- Palm Coast Master Drainage Study

City of Oviedo

Mr. Bobby Wyatt, P.E., Public Works Director /City Engineer
400 Alexandria Blvd., Oviedo, FL 32765
Phone: 407.971.5648
Fax: 407.971.5808
E-Mail:bwyatt@cityofoviedo.net

Length of Contract: Since 1991

Similar Project Experience:

- Mitchell Hammock & Lake Jessup Road Intersection Improvements
- Reclaimed Water Main Phases I & II
- S.R. 426 Utility Relocation Project
- Shane Kelly Park

City of Lake Mary

Mr. Bruce Paster, P.E., Director of Public Works
911 Wallace Court, Lake Mary, FL 32746
Phone: 407.585.1452
Fax: 407.585.1455
E-Mail:bpaster@lakemaryfl.com

Length of Contract: Since 1975

Similar Project Experience:

- Sand Pond Road and Skyline Drive Improvements
- Lake Mary Downtown Sanitary Sewer System Expansion
- Gateway Park

REFERENCE LETTERS

City of Punta Gorda, Florida

DIRECTOR OF GROWTH MANAGEMENT
DENNIS B MURPHY SR., PG; PSM
326 West Marion Avenue
Punta Gorda, Florida
941-575-3372 Telephone
941-575-3356 Fax
dmurphy@ci.punta-gorda.fl.us
www.ci.punta-gorda.fl.us

May 6, 2011

RE: Linear Park Phases II and III, Punta Gorda, Florida

To Whom It May Concern:

The City of Punta Gorda retained the services of CPH Engineers, Inc. (CPH) in March 2009 for the design, permitting and construction assistance for Phases II and III of our Linear Park Project. Our Master Plan included the continuation of the first phase of the multi-use trail from West Olympia Avenue to Cross Street.

The project involves 0.8 miles of ten foot wide trail located in an abandoned Rail Road Right of Way. In addition to the trail, the project includes two trail head parking lots, two dual Bocce Ball courts, and five exercise stations. Key points along the trail include inlaid brick compass roses and street crossings. With Punta Gorda being the Hibiscus City, CPH prepared an intricate design of the City Seal for the intersection of Virginia Avenue and Shreve Street. This project runs through the historic district of the City, and therefore has a very high profile.

CPH completed the design and secured the required permitting, including a delicate wetlands mitigation permit with the Southwest Florida Water Management District in a very timely manner. Unfortunately, due to funding constraints with the Florida Department of Transportation, the City was unable to proceed with the full design. CPH is now working with Punta Gorda to develop a minimal Base Plan for each Phase, along with Bid Alternates that will be added based on the actual bids and available funding.

Punta Gorda has been pleased with the efforts of the CPH Team, including their timeliness, attention to detail, and their pride and ownership of their work. They have worked well as an extension of the City's Staff. We would highly recommend CPH for similar projects.

Should you like to discuss CPH's efforts in more detail, please do not hesitate to contact me directly at (941) 575-3370.

Sincerely,
The City of Punta Gorda

Dennis B. Murphy, Sr., PG, PSM
Director of Growth Management

Punta Gorda
It's Happening On The Harbor

February 5, 2017

RE: CPH, Inc. Reference

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. CPH has worked with the City of Sanford since 1958 and has retained the distinction of being the City's continuing contract engineer for countless projects. The staff is innovative, professional, reliable, resourceful, and responsive. CPH has worked alongside the City in anticipating future growth and helping plan the City's expansion including the beautification of the entrances and the City's buildings. CPH has provided us with extensive consulting and engineering services for projects that include landscape architecture, roadway, streetscape design, drainage, recreational facility projects and many other projects involving our municipal buildings and facilities.

CPH designed the City's entrance, Sanford First Street Streetscape project. This project included architecture for the gateway, landscape architecture, streetscape design and civil engineering. The project included providing 3-Dimensional surveys and models/animations of the proposed improvements for use during the design and public involvement process.

CPH was responsible for the expansion of the Westside Community and Recreation Center with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine. CPH remodeled the existing gym into a multi-purpose room, workout area and conference room. Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned. CPH's architects and civil engineers also worked closely to address stormwater removal with underground drains and a large retention area.

In 2016, CPH was commissioned by Sanford's Community Development Agency to provide conceptual plans for a new "Civic Center". This proposed 18,000 square foot facility will replace the existing civic center located on Seminole Boulevard which borders Fort Mellon Park and Lake Monroe. The new facility will expand present inventory of meeting rooms and flexible banquet areas for public use in the range of 500-700 people. Specific meeting rooms and offices will be provided for senior citizens. Prefunction social gathering areas will be complimented by massive exterior covered patio's and spacious interior circulation spaces. Provisions will also include landscape alcoves, delivery ports for catered service and abundant parking within the borders of the site.

City officials and staff members have been pleased with the cost, quality, timeliness and responsiveness from the principals and staff members of CPH. The City of Sanford has a strong commitment to CPH and will continue to rely on the firm as the City continues to grow. We highly recommend CPH for any services you might require.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Jeff Triplett, Mayor

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
Telephone (407) 327-1800
Fax (407) 327-6695

Utility / Public Works Department

June 15, 2012

RE: CPH Engineers, Inc.
Consulting Engineering Services for the City of Winter Springs

To Whom It May Concern:

As Utility/Public Works Director with the City of Winter Springs, I would like to take this opportunity to compliment the firm of CPH Engineers, Inc. for the quality of service and product provided to us.

CPH has been providing engineering services to the City since 1968. During my last 20 years as the Utility/Public Works Director, it has become apparent why the relationship has endured. I have found that CPH provides top quality engineering services at a very competitive cost which translates into excellent value.

CPH has provided planning, design and construction services for the new Town Center, Parks facilities, transportation projects and a multitude of Utility projects. Many of these required coordination with multiple entities, tight time restraints and limited budgets. CPH provided excellent services in helping us get these projects to fruition.

Whether it is a $1,500,000 project or a $15,000 project, CPH provided the same insightful advice and attention to detail that has helped this City meet present demands and anticipate future needs. I look forward to the successful continuation of the working relationship between the City of Winter Springs and the firm of CPH Engineers, Inc.

Sincerely,

Kipton Lockcuff, P.E.
Utility/Public Works Director

City of Lake Alfred
Where people matter

PUBLIC WORKS DEPARTMENT
120 E. Pomelo Street
Lake Alfred, Florida 33850
Phone: (863) 291-5274 Fax: (863) 968-5090

June 12, 2012

Re: CPH Engineers, Inc. Letter of Reference

To Whom It May Concern:

The City of Lake Alfred has maintained a professional relationship with the firm of CPH Engineers, Inc. since 1999. During this time, CPH has provided us with extensive consulting engineering services for the City's utility systems. CPH has also assisted us with miscellaneous CDBG paving and drainage improvements, and larger FDEP SRF low interest loan funding for our water line project and our wastewater treatment facility (WWTF), as described below.

CPH was responsible for upgrading the City of Lake Alfred's WWTF. The project consisted of upgrading the existing 0.600 MGD trickling filter facility with a new 1.0 MGD modified activated sludge process WWTF. The design included adding a new pretreatment headworks, new 1.0 MGD rated WWTF (anoxic zones, aeration basins, and clarifiers), and new microscreen filtration (two units). The existing trickling filter tank was converted to a 260,000 gallon equalization basin and the two existing clarifiers were converted to aerated digesters/holding tanks. The FDEP SRF Loan amount was approximately $4.5 million.

On another notable project, the CR 557 Water Main Extension, CPH was responsible for the installation of the City of Lake Alfred CR 557 water main extension. The project consisted of 10,105 LF of 12" PVC water main within the public right-of-way of CR 557 in Polk County. CPH worked directly on the SRF facility planning documents and provided the capital financing plan. CPH worked together with the City to plan and establish the most practical route for the utilities. The route layout involved coordination with land owners and Polk County.

Officials and staff members of the City of Lake Alfred have been extremely pleased with the cost, quality, timeliness and responsiveness of the professional consulting services we have received from CPH. I am confident that our favorable experience with CPH Engineers is reflective of the level of service and satisfaction that others can expect, and I do not hesitate to recommend them to fulfill your project needs.

If you have any questions please do not hesitate to contact me.

Sincerely,

John Deaton
Public Works Director

Jacqueline B. Sova
City Manager
jsova@lakemaryfl.com

City of Lake Mary

Incorporated in 1973

April 4, 2012

To Whom It May Concern:

CPH Engineers, Inc. has been providing consulting engineering services to the City of Lake Mary since 1975. They have assisted the City in a broad range of engineering areas including water, wastewater, stormwater, recreational facilities, landscape architecture, traffic studies, and road design and construction.

CPH was instrumental in the planning, design, agreements, and construction of the Tri-Party Regional Reclaimed System and Surface Water Augmentation. CPH was pivotal in forming the business model for the regional reclaimed system, and drafting the agreements and reaching consensus among the parties. CPH provided design services for a new wastewater collection system in the City's historic downtown. This design included a submersible duplex pump station, 650 LF of 4" PVC force main, approximately 4,850 LF of gravity lines, 19 manholes, and 70 service laterals. The project involved designing a collection system in a well-established residential neighborhood within tree lined rights-of-way and still maintaining access to residents. CPH has also provided design and construction services for the City's water system, including high service pump improvements, backup generator, ground storage tanks, an elevated storage tank, water distribution mains and hydraulic modeling.

On another notable project, Rinehart Road, CPH provided design and construction engineering and inspection services on a major 2-mile long four-lane roadway expansion and trail project through the City. CPH was instrumental in obtaining easements and agreements to allow the trail to cross public and private lands, including the Postal Service property. Recently, CPH completed the Sand Pond/Skyline roadway project for the City of Lake Mary. The 1.25 mile project consisted of minor widening, turn lane improvements, safety upgrades and conversion of the existing two-lane rural roadway to a two-lane urban roadway with sidewalks on both sides. Included in this project was the relocation of both the City of Lake Mary's and Seminole County's utilities to avoid conflicts with the required stormwater improvements.

CPH has been actively assisting the City in the design of recreational facilities, including the Lake Mary Sports Complex, Lake Mary Gateway Park, and Lake Mary Trail. CPH also provided design and construction services for the Lake Mary Tennis Facility, which won an award for tennis court of the year.

CPH has an excellent, high quality staff and has performed well above our expectations. Their project management and capabilities are second-to-none. We highly recommend the firm to meet your engineering needs.

If you have further questions, please feel free to contact me directly.

Sincerely,

Jackie Sova

Jackie Sova
City Manager

www.lakemaryfl.com • Phone: (407) 585-1419 • Fax: (407) 585-1498

CITY HALL, 100 N. Country Club Road, P.O. Box 958445, Lake Mary, FL 32795-8445

Public Works Department

April 9, 2012

City of Palm Coast – Public Works Department
160 Cypress Point Pkwy, Suite B-106
Palm Coast, FL 32164

To Whom It May Concern:

CPH has provided engineering consulting services for roadway projects since the City was incorporated in 1999. Since then CPH has conducted roadway evaluation surveys, coordinated traffic counts, developed bridge inspection programs, performed roadway and intersection improvement projects, and provided construction administration and inspection to accommodate the needs of the City. CPH has also conducted a roadway and stormwater evaluation program for over 500 miles of collector and local roadways to be overlaid or repaired where required. The City has implemented a 50 mile per year program. CPH evaluated roadway conditions and assisted the City in providing the design criteria for the overlay specs and repair methods. Design projects consist of roadway planning, complete roadway design, stormwater surface management systems, pedestrian systems, signing and pavement marking design, signalization design, maintenance of traffic (MOT) design, and construction administration and inspection.

CPH recently provided services for the Belle Terre Parkway Four-Lane project including roadway and drainage design, traffic services, landscape architecture, utility design, right-of-way acquisition, surveying and environmental services. The project consisted of approximately 4.1 miles of a four-lane divided roadway, four 12-foot travel lanes and two four-foot bicycle lanes. CPH also provided general traffic engineering services for the project, including access management studies, traffic volume projections and traffic signal warrant analyses for five intersections.

An exemplary project was the analysis and design of Palm Coast Parkway & Brushwood Lane - Traffic Analysis and Intersection Improvements. CPH worked with the City Engineer and staff who originally pursued a traffic signal as a solution, but deferred to CPH's expertise to find a cost-effective solution which addressed multiple issues including cut-through traffic, business and legal damages, and a significant safety problem. After analysis, CPH found a design solution consisting of median and turn lane modifications in lieu of a signal, which not only eliminated the need for a traffic signal (savings of $270,000), but presented a win-win for all stakeholders given that the cut-through problem and safety issues were fully addressed and the concerned businesses were satisfied with the proposed access.

The City of Palm Coast can attest to the firm's high standards for innovative and functional designs, responsive services and quality projects. CPH has provided us with extensive consulting and engineering services for projects that include roadway, streetscape design, multi-use trails, landscape architecture, drainage, recreational upgrades and refurbishments and many other projects involving our municipal buildings and facilities. The City has been pleased with the efforts of CPH in all the projects they have undertaken.

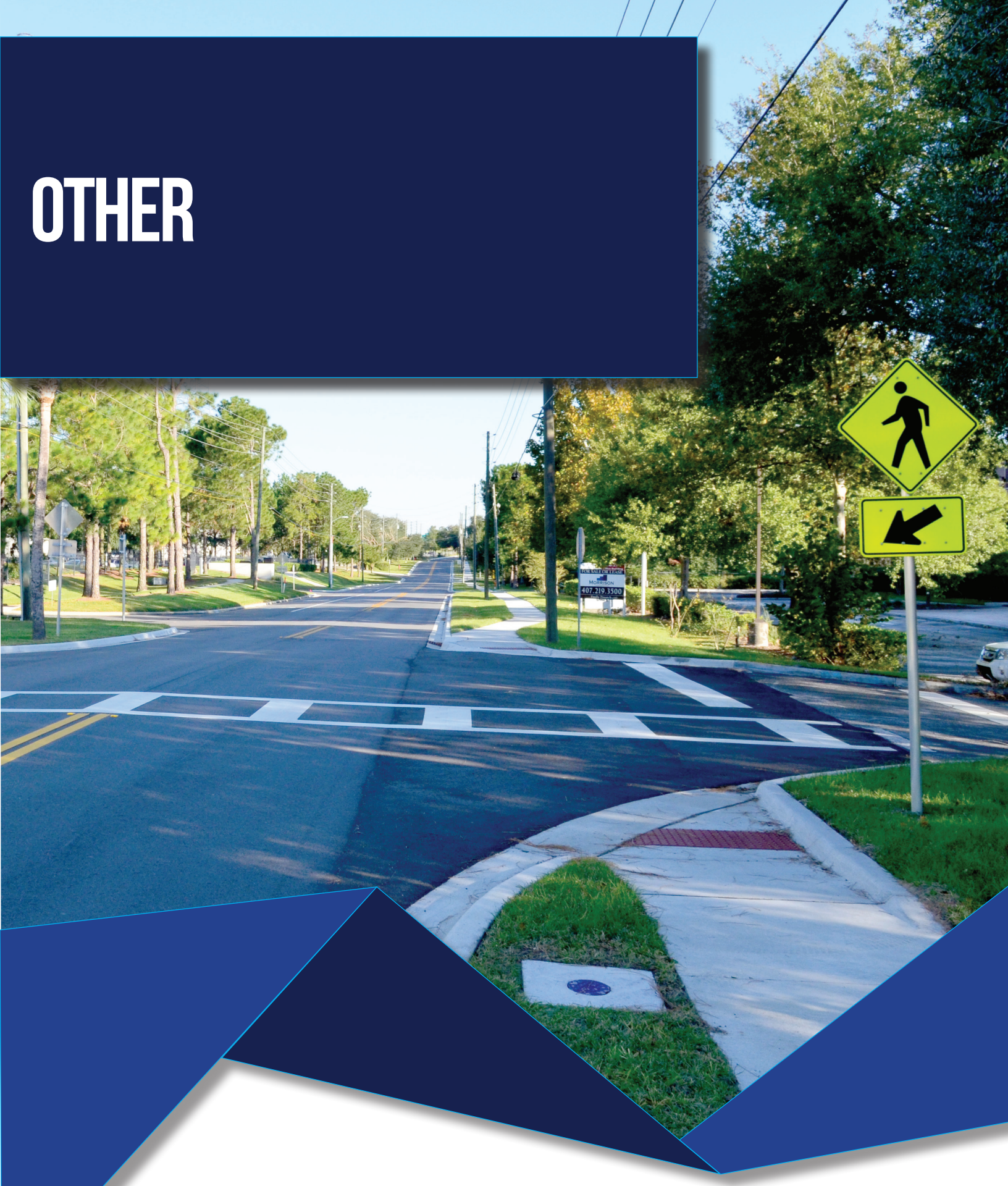
Through our extensive working relationship with CPH, we have found that they have given us excellent, prompt and timely services with sensitivity to construction budgets and schedules. I have complete confidence that our experience with CPH is reflective of the level of service and satisfaction others can expect.

Should you like to discuss any of the information above please contact me at 386-986-2351.

Sincerely,

Richard H. Adams
Public Works Director

OTHER



PROPOSER'S FINANCIAL CAPACITY

Financial Stability

CPH has been in successful operation in Florida since 1981 as a corporation, and was part of a predecessor firm in the area dating back to the 1960's. Throughout this entire period our firm has been involved in design and development of public and private projects in Florida. In that time period, we are very proud of our client relationships and have never been terminated from a contract. Further, CPH has been in successful operation for over 36 years and has never had any license sanctions or bankruptcies or major litigation. CPH has the resources to commit to this contract for the City of New Smyrna Beach, and has personnel, equipment, and facilities to successfully provide services under the project name.

CPH has the knowledge, expertise, and financial strength to perform this contract for the City.

FORM OF BUSINESS	**Corporation**
NUMBER OF YEARS IN BUSINESS	**36 Years (Since 1981)**
BANK REFERENCE	**Corporate Checking Account:** SunTrust Contact Person: Lisa Johnson 200 S. Orange Avenue Mail Code 2063 Orlando, FL 32801 Phone: 407.237.4552 Merrill Lynch Contact Person: Edward Wojcik 400 Winter Park Avenue South, Suite 300 Winter Park, FL 32789 Phone: 407.646.6768
CREDIT RATINGS	**Dunn & Bradstreet Account No.** 058232349 **Tax ID#** 59-2068806
INSURANCE REFERENCES	**The Professional Liability, General Liability, Automobile Liability, and Umbrella Liability carrier is:** Jackson, Collinsworth, & Johnson Insurance Agency, LLC. Contact: Mark Jackson Phone: 321.445.1860 CPH maintains Professional Liability Coverage for all projects. **The Workers Compensation and Employers' Liability carrier is:** Willis of Florida, Inc. Contact: Steve Preston Phone: 407.562.2500
WORKERS COMPENSATION RATE	**.79**

GRANT/LOAN EXPERIENCE

CPH has worked extensively and successfully with the FDEP and the State Revolving Fund (SRF) Loan Program and have assisted many small-to-medium sized municipalities in obtaining over $100,000,000 in SRF Loans for utility projects. CPH is currently working on over $50,000,000 worth of wastewater related SRF Projects throughout Florida. The CPH team recently helped Volusia County with alternative funding. We were able to assist the County in receiving 62% funding for the Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project which was a $12.1 Million project. CPH was able to assist Volusia County in securing grants from the FDEP as well as SJRWMD.

CPH has prepared for a number of its clients Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) loan program planning, design and permitting assistance, and has also assisted with funding for projects under the Community Development Block Grant (CDBG) program. Documents prepared by CPH in support of these programs include Stormwater Facilities Plans, Request for Inclusion, Loan Applications and supporting documents, requests for disbursements (invoicing and certifications prepared) for submittal to the various agencies.

CPH has considerable experience in planning, engineering and construction administration to provide both cost effective engineering services and construction projects. We have worked on numerous Grant programs for numerous governmental clients and understand the importance of establishing cost controls early on in the project and monitoring them throughout the project to maintain within budgets. Our experience in design, bidding, construction administration, and general contracting in the State of Florida keeps us up to date on current construction activities, methods and costs.

Grant / Loan Awarded	Amount of Grant / Loan	Agency	Municipality or Entity
FDEP SRF	$7.5 Million	SRF	City of Sanford
FDEP SRF	$3,034,038	FDEP	City of Sanford
FDEP SRF	$12.2 Million	SRF	City of Sanford
FDEP SRF	$1.8 Million	Bureau of Local Government Financial Assistance	City of Winter Springs
FDEP SRF	$31 Million (Loan)	FDEP	City of Palm Coast
FDEP SRF	$6.2 Million (85% Loan Forgiveness)	FDEP	Haines City
FDEP SRF	$5.7 Million	FDEP	Haines City
FDEP SRF	$5 Million	FDEP	Winter Springs
SJRWMD Cost Share Project	$49,4880 (Grant)	SJRWMD	City of Palm Coast
SJRWMD Cost Share Project	$494,800	SJRWMD	City of Palm Coast
SJRWMD Cost Share Project	$2.062 Million	SJRWMD	Volusia County
Water Protection and Sustainability Program	30% match up to $1,280,000	SJRWMD	City of Winter Springs
FDEP Springs Protection Grant	$3.46 Million	FDEP	Volusia County
FDEP Non Match Grant	$375,000	FDEP	Palm Coast

Reasons to Select CPH

We have carefully selected our team based upon the depth of their qualifications, reputation for response, recognition for quality work, experience, and past performance. The advantages our team offers the City of New Smyrna Beach on this project include the following:

1. CPH is a **well-established**, financially strong, and multi-disciplined firm with approximately 240 personnel (with a fully-staffed local office in Sanford) able to provide the City of New Smyrna Beach with highly-qualified engineers, surveyors, environmental scientists, and contractors (estimators and schedulers) necessary to complete this project.

2. CPH and, more specifically, the proposed project team, have experience that demonstrates the ability to plan, design, permit and oversee construction on many similar projects - projects that were done **on schedule, on budget, and with high standards.**

3. CPH has demonstrated its willingness and capability to meet project schedules and budgets. We have proven such time and time again throughout our **36+ years providing services to the State of Florida**.

4. CPH has a well-established and successful project approach as described herein to ensure timely, low-cost, and high quality delivery of the project. **Our approach has a proven track record** based on the many projects successfully completed.

5. CPH adds valuable experience and knowledge as it relates to engineering projects. The team has provided design, permitting, and construction services for roadway, trail, and traffic projects for over 100 miles of roadway.

Our team members are local and routinely work together as a team on numerous projects throughout Florida. CPH offices and team members are fully integrated and connected to allow seamless interaction of all staff and team members, regardless of physical location. All of our offices have a unified communication system, where all employees are connected via instant messaging, phones, smart phones, virtual private networks, video conferencing, and more. This allows our firm to function as a completely integrated team and draw upon the best resources for all projects without constraints of geographical locations.

LIST OF ONGOING PROJECTS IN DESIGN/CONSTRUCTION PHASE

We have provided a list below of our ongoing projects in design/construction phase:

- Bluford Avenue Utility/Streetscape
- Collier County NCRWTP OC Blowdown SA Bulk Tank
- Dade City Design and Construction for Hardy Trail Expansion
- Deerfield Beach H&R Landscape Services for Rehabilitation
- Design & Build Services for W. Central Blvd., Gravity Sewer, Roadway
- Dunes CDD Wastewater Treatment Plant Improvements
- Englewood Maintenance Office & Warehouse
- Eatonville Phase II Wastewater Facilities Improvements
- Eatonville Wastewater Facilities Improvements CDBG
- Engineering Services for Caliber Collision
- FGUA Water Storage Golden Gate/Lehigh Acres
- Fort Myers Treatment Plant Restroom and Locker Room Upgrades
- Gopher Tortoise Permit & Relocation, Goodwill DeLand
- Haines City WTP #1 Anionic Ion Exchange for TTHM & Haloacetic Acid
- Hanover Square Shopping Center Proposed Outparcel
- Harrison Avenue Streetscape Improvement Project
- Hurok Warehouse Showroom & Office Space
- Innovation Montessori Charter School
- JEA Otter Run WTP Renewal & Replacement
- John Knox Village Remodel of Existing Ground Floor Facility
- Kissimmee Shopping Center 192 & Old Vineland Road
- Largo West Bay Trail Head Improvements
- MBHE Structural Engineering Flea Market Pensacola
- Monroe County Fire Station on Cudjoe Key
- Most Precious Blood Church Maintenance/Storage Building
- Oakland Water Supply Facility Work/Model Update
- Orange County Pump Stations R/R Package 2
- Orange County Pump Stations 3025A, 3044, 3027
- Orange County Southwest Marriott Wastewater PS #3597
- Orchard Supply Winter Park
- Palm Coast Engineering Services for Wastewater Treatment Plant #2 and Associated Facilities
- Panda Express Riverview
- Phase II Rear Parking Modifications, Big Pine Key, FL
- Port Orange Recipient Site Coordination and Monitoring
- Punta Gorda Shell Creek Water Treatment Plant, Raw Water Pump Station Improvements
- Reedy Creek Improvement District Design Retrofit of Various Reclaimed Water Facilities
- Reedy Creek Improvement District Reclaimed Water Retrofit Design Lake Buena Vista
- Sanford Main Water Treatment Plant Design, Permitting, SRF Assistance, Bidding & Pre-Construction Services
- Seminole County Pump Station Upgrades FY 2013
- Seminole County Pump Station Upgrades FY 2014

- Sanford Airport Authority FIS/Customs Non-RPR Services
- Sanford Airport Authority Terminal B Expansion
- Sanford Airport Authority Outbound Baggage Non-RPR Services
- Seminole Shoppes Outparcel
- Shoppes at Tyson Place Outparcel Layout
- Titusville Del Mar Court Pipe Replacement
- Titusville Hopkins Avenue Traffic Signalization Project
- West Melbourne City Hall Renovation
- Winter Springs Water Treatment Plant #1 Water Quality Improvement







REQUIRED FORMS



TAB 5
1120

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualifications.
Proposer should check off each of the following items as the necessary action is completed:

☒ All information as requested in the Proposer's Qualification Form is included.

☒ All applicable forms have been signed and included

☒ Any addenda have been signed and included.

☒ You have included the **electronic version** of your proposal (required), as well as the hard copies required.

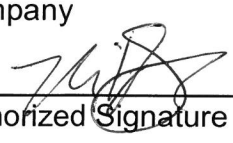
☒ The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

☒ **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

☒ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

CPH, Inc.	500 W. Fulton Street
Company	Address
	Sanford, FL 32771
Authorized Signature	City, State, Zip Code
Nikhel Jindal, GCC / Vice President/Associate	407.322.6841
Printed Name & Title	Telephone No.
info@cphcorp.com	407.330.0639
Email	Fax No.

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for RFQ 12-17-ENG.

This sworn statement is submitted by CPH, Inc.

[Name of entity submitting sworn statement]

whose business address is: 500 W. Fulton Street, Sanford, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2068806. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is Nikhel Jindal, GCC and my relationship to the entity named above is Vice President/Associate.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

X Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 05/08/2017

Signature

STATE OF: FLORIDA

COUNTY OF: SEMINOLE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Nikhel Jindal, GCC [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 8th day of May, 2017.

My commission expires:

Notary Public

Pamela A. Smith

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

PAMELA A. SMITH
MY COMMISSION # FF 185572
EXPIRES: January 2, 2019
Bonded Thru Budget Notary Services

Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Nikhel Jindal, GCC
2. _____who was duly sworn, deposes, and states:
3. I am the Vice President/Associate of CPH, Inc. with a local office in Sanford, Florida and principal office in Sanford, Florida.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 8th day of May 2017.

_____
Signature

Nikhel Jindal, GCC — Name of Affiant
Vice President/Associate — Title

Sworn to and subscribed before me this 8th day of May 2017.

Personally known X OR Produced identification _____

_____
(Type of identification)

PAMELA A. SMITH
MY COMMISSION # FF 185572
EXPIRES: January 2, 2019
Bonded Thru Budget Notary Services

Notary Public - State of FLORIDA My commission expires _____

Pamela A Smith

Pamela A. Smith

(Printed typed or stamped commissioned name of notary public)

VENDOR INFORMATION

Vendor is:
(x) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 59-2068806

Firm Name: CPH, Inc.

Mailing Address: 500 W. Fulton Street

Sanford, FL 32771

Telephone No. 407.322.6841 Fax No. 407.330.0639

Email Address: info@cphcorp.com Web Address: www.cphcorp.com

Service or Commodity Supplied: Professional Engineering Services

If remittance address is different from the mailing address so indicate below.

Firm Name: Not Applicable

Mailing Address: Not Applicable

Submitted by: _____

Name & Title Printed: Nikhel Jindal, GCC / Vice President/Associate

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	Please see attached list	$
		$
		$

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:
Miscellaneous Projects from Continuing Contracts for Minor Stormwater and Roadway Projects

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:
Please see litigation statement attached.

TYPE OF FIRM:

☒ Corporation/Years in Business: 36. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

CPH, Inc.	500 W. Fulton Street
Company	Address
Authorized Signature	Sanford, FL 32771
	City, State, Zip Code
Nikhel Jindal, GCC / Vice President/Associate	407.322.6841
Printed Name & Title	Telephone No.
info@cphcorp.com	407.330.0639
Email	Fax No.

List of Major Work Presently Under Contract:

% Completed	Project	Contract Amount
39%	Lake Mary - Treatment Alternative Study	$ 30,000.00
28%	Lake Mary - Country Club Rd & Wilbur Ave	$ 28,503.30
60%	NSB Utility Com- Triennial Report Update	$ 23,870.00
5%	Orange City - Post Design Services	$ 30,045.00
71%	Reiss- CADD Drafting Winter Garden LS 41	$ 8,000.00
73%	Reiss-CADD Coconut Crk Re-Pump Facility	$ 15,000.00
84%	Sanford- US17/92 Utility Relocations	$ 104,630.00
99%	Sanford- Northstar Stormwater Assessment	$ 34,765.00
64%	Sanford - CR 46A Water Main Relocations	$ 66,229.00
76%	Seminole County - Midway Utilities Renew	$ 533,370.66
79%	Seminole - Interconnects Phase 3	$ 192,511.95
93%	Seminole - US 17-92 Utitlity Relocations	$ 48,847.76
64%	Seminole-SR 429 Wekiva Pkwy Section 7A	$ 238,820.88
85%	Seminole/Lake Monroe Master PS Design	$ 37,976.81
39%	Titusville/Area IV Phase 2 Wellfield	$ 18,000.00
90%	Titusville-Southern Service Area	$ 152,094.83
59%	Titusville/SR 405 Force Main Replacement	$ 39,255.21
58%	Volusia-Southwest Regional WRF-BNR	$ 563,000.00

Litigation Statement

The following case is still in process:

City of Fernandina Beach vs. CPH Engineers, Inc. et al Case No. 2014-CA-343 Division: CA; Policy No. RDP0018939

Origination Date – December 2014

The City of Fernandina Beach filed suit in relation to a subdivision which had two streets having groundwater flowing over the curb and draining into the street for a distance of about fifty yards on each street. The subdivision was designed by another engineer and CPH assisted the developer during construction. The project was built eight years ago and only recently has the problem occurred. CPH is investigating the matter and it appears a new pond was built in the area and the outfall of the storm system is not functioning correctly. We are working with the City to resolve the issue; however, CPH was not the original Design Engineer nor did this issue occur until many years after project completion; therefore, CPH does not feel that we are liable on either of these counts and the City has agreed and a release is being prepared.

ADDENDUM 1

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to Request for Qualifications **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES,** issued April 1, 2017.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation, RFQ 12-17-ENG, as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The bid opening remains May 9, 2017 at 3:00 PM.

Vendor questions:

1. Are you wanting a statement from our financial institution to satisfy this requirement or are you seeking something else?
   Would you please clarify what you would like to see?

   Answer: Financial Statement, credit score, any unsatisfied liens or judgements.

2. Your RFQ states that proof of insurance certification is to be submitted with the response. However, there are no guidelines as to dollar amounts and coverages you seek in order to get the COI from our provider.

Will you be releasing insurance parameters on coverages so I can give that to my provider and generate the proper Certificate of Insurance?

Answer:

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. Your company **is not required** to submit proof of insurance with this RFQ however, failure to provide proof of insurance as proscribed by this document no later than three (3) working days after your company is notified that it has been selected will automatically disqualify your firm from further consideration.

Workmen's compensation insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Contractor and employer's liability coverage providing limits as specified in the following paragraph:

Comprehensive General Liability $1,000,000 per person
Bodily Injury, including Death $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence
$1,000,000 aggregate

Comprehensive Auto
Auto Liability
$ 500,000 each person
Bodily Injury, including Death $ 500,000 each occurrence
Property Damage $ 200,000 each accident

Professional Liability: (errors and omissions) $1,000,000 (Minimum)

Furthermore, the Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subcontractors, if any.

3. Please clarify –

Under Tab 2 Experience – Please provide documentation/summary of experience of no less than three (3) previous projects for each of the items below –

Is it acceptable to provide three projects that provide experience with all the bullets?

OR

Do we need to provide 3 projects for each bullet, if so, can they be the same projects if applicable?

Answer: It is acceptable to provide three projects which provide all the experience required, if applicable. We are looking for three examples of your experience for each bullet, regardless of whether it was in combination with other bullet items.

4. Which tab should we use for the required forms? Should we create Tab 5 for the forms?

Answer: Yes, Tab 5 will be fine for the forms.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



Proposer Signature

CPH, Inc.

Firm Name

END OF ADDENDUM #1

WE LOOK FORWARD TO WORKING WITH THE CITY OF NEW SMYRNA BEACH

cph

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
DRMP, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of DRMP, INC., (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DRMP, INC., AGREE AS FOLLOWS:

1. The City and DRMP, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

DRMP, INC.

By: _____
Amanda Woods, Vice President

Date: 5-8-25

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____

Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

DRMP

Exhibit "A"
Effective April 16, 2025

Administrative	Rate
Administrative I	$110
Administrative II	$130
Administrative III	$140
Administrative IV	$165
Administrative V	$240
Construction Services -Construction Engineering Inspection	
Inspector I	$75
Inspector II	$90
Inspector III	$105
Inspector IV	$120
Project Administrator I	$150
Project Administrator II	$180
Specialist I	$125
Specialist II	$140
Construction Engineer	$250
Construction Manager	$215
Construction Services - Bridge Inspection/NBIS	
NBIS Team Member	$105
NBIS Team Leader	$195
NBIS Engineer	$265
Designers	
Designer I	$135
Designer II	$145
Designer III	$155
Designer IV	$175
Designer V	$195
Graphic Designer I	$110
Graphic Designer II	$145
Graphic Designer III	$185
Engineering	
Intern I	$100
Engineer I	$150
Engineer II	$215
Engineer III	$260
Engineer IV	$305
Engineer V	$350

Environmental/Planning	Rate
Ecologist I	$110
Ecologist II	$140
Ecologist III	$155
Ecologist IV	$220
Ecologist V	$275
Planner I	$95
Planner II	$135
Planner III	$200
Planner IV	$250
Planner V	$275
Equipment	
Mobile LiDAR System	$ 4,500/day
Hydrographic ZBoat	$ 1,500/day
UAS LiDAR System	$ 2,500/day
Expert Witness	
Expert Witness Research	$255
Expert Witness Testimony	$380
Geographic Information Systems (GIS)	
GIS Analyst I	$100
GIS Analyst II	$125
GIS Analyst III	$140
GIS Project Manager	$160
Geomatics/Survey & Mapping	
Survey Crew - 2 Man	$205
Survey Crew - 3 Man	$265
Survey Crew - 4 Man	$320
Survey Manager	$320
Survey Technician I	$130
Survey Technician II	$140
Survey Technician III	$145
Survey Analyst	$165
Survey Project Manager	$180
Surveyor IV	$195
Surveyor V	$220
Surveyor VI	$265

Ground Penetrating Radar (GPR)	Rate
GPR Technician	$145
GPR Crew - 2 Man	$215
Management	
Project Manager I	$250
Project Manager II	$275
Project Manager III	$360
Project Manager IV	$385
Project Manager V	$415
Discipline Manager I	$320
Discipline Manager II	$380
Group Manager I	$255
Group Manager II	$295
Principal I	$420
Principal II	$470
Subsurface Utility Engineering (SUE)	
SUE Crew - 1 Man	$145
SUE Crew - 2 Man	$215
SUE Crew - 3 Man	$285
SUE Crew - 4 Man	$330
Coordinator I	$135
Coordinator II	$180
SUE Manager I	$210
SUE Manager II	$260
SUE Technician III	$145
Technical Services	
Noise Analyst I	$140
Noise Analyst II	$195
CADD Technician I	$85
CADD Technician II	$100
CADD Technician III	$120
Technical Writer I	$110
Technical Writer II	$145
Technical Writer III	$185

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Amanda Woods, PE. I am over the age of Twenty-one years old. I am the Senior Vice President (Title) of DRMP, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: May 8, 2025

Signed: Amanda Woods

Print Name: Amanda Woods, PE

Title: Senior Vice President/Director of Transportation

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 8th day of May, 2025 by Amanda L Woods, as Vice President on behalf of DRMP, Inc who is personally known to me or who has produced _____ as identification.

MICHELLE L. GUARD
Notary Public - State of Florida
Commission # HH 156252
My Comm. Expires Jul 21, 2025
Bonded through National Notary Assn.

Michelle L. Guard #HH 156252
Notary Public, State of Florida July 21, 2025
Printed name, commission and expiration of commission term

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED DRMP, Inc. 941 Lake Baldwin Ln., Ste 100 Orlando, FL 32814	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: Indemnity National Insurance Company — 18468 INSURER F: RSUI Indemnity Company — 22314

COVERAGES **CERTIFICATE NUMBER:** W37152800 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		TB2-641-446161-054	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AS7-641-446161-044	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		AUC 8344746-01	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7-641-446161-064	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Pollution			0313-8987	12/31/2024	12/31/2025	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 26998488 BATCH: 3756610

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	DRMP, Inc. 941 Lake Baldwin Ln., Ste 100 Orlando, FL 32814
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: CITY OF NEW SMYRNA BEACH CONTINUING PESCITY OF NEW SMYRNA BEACH AND THEIR OFFICERS AND DIRECTORS, REPRESENTATIVES AND EMPLOYEES ARE ADDITIONAL INSUREDS WITH RESPECTS TO GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company NAIC#: 18468
POLICY NUMBER: XS001814 24 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company NAIC#: 22314
POLICY NUMBER: NHA604323 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

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SR ID: 26998488 BATCH: 3756610 CERT: W37152800

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of CPH CONSULTING, LLC. (DBA; CPH, LLC.) (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND CPH CONSULTING, LLC. (DBA; CPH, LLC.), AGREE AS FOLLOWS:

1. The City and CPH CONSULTING, LLC. (DBA; CPH, LLC.), agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

CPH, LLC.

By: _____
Peter-John F. Sutch, President/CEO

Date: 5/24/2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/8/2024

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
DRMP, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of DRMP, INC., (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DRMP, INC., AGREE AS FOLLOWS:

1. The City and DRMP, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/29/2023

Attest: _____
Kelly McQuillen, City Clerk

DRMP, INC.

By: _____
Amanda Woods, Vice President

Date: 6/2/2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/17/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
DRMP, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of DRMP INC., (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND DRMP INC., AGREE AS FOLLOWS:

1. The City and DRMP INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

DRMP INC.

By: _____
Amanda Woods, Vice President

Date: February 11, 2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 4/28/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 11 day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **DRMP, Inc.**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to

proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders;

at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require

with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means

and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-

consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the

CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public

agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

Johnny R. Bledsoe 7-10-17
(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-10-17
(James W. Hathaway, Mayor) (Date)

ATTEST:

VICE PRESIDENT 7/5/2017

DRMP, Inc.

Vice-President 7/05/2017
(Authorized Officer)(Date)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: 7/11/17
(City Attorney) (Date)

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS

Exhibit "A"
Effective January 12, 2017

Headquarters
941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Administrative/Office Support	
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Public Relations	
Public Relations I	$95.00
Engineering	
Engineering Technician I	$50.00
Engineering Technician II	$60.00
Engineering Technician III	$65.00
Engineering Technician IV	$75.00
Engineering Technician V	$85.00
Engineering Technician VI	$100.00
Engineering Technician VII	$120.00
Engineer I	$85.00
Engineer II	$90.00
Engineer III	$95.00
Engineer IV	$100.00
Engineer V (P.E.)	$110.00
Engineer VI (P.E.)	$125.00
Engineer VII (P.E.)	$140.00
Engineer VIII (P.E.)	$160.00
Chief Engineer I (P.E.)	$190.00
Chief Engineer II (P.E.)	$250.00
CEI	
Inspector I	$45.00
Inspector II	$65.00
Inspector III	$75.00
Senior Inspector I	$80.00
Senior Inspector II	$85.00
Senior Inspector III	$98.00
Contract Support Specialist	$105.00
Project Administrator	$135.00
Inspection Manager	$155.00
Resident Engineer	$175.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$55.00
GIS Analyst	$80.00
Designers	
Designer I	$95.00
Designer II	$100.00
Designer III	$110.00
Designer IV	$125.00
Expert Witness	
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$130.00
3-Person Survey Crew	$150.00
4-Person Survey Crew	$195.00
5-Person Survey Crew	$230.00
2-Person Robotic/GPS Crew	$150.00
Survey CADD / Technician I	$65.00
Survey CADD / Technician II	$75.00
Surveyor in Training / Technician III	$85.00
Surveyor in Training / Technician IV	$95.00
Surveyor in Training / Technician V	$100.00
Professional Surveyor & Mapper I	$105.00
Professional Surveyor & Mapper II	$115.00
Professional Surveyor & Mapper III	$135.00
Professional Surveyor & Mapper IV	$155.00
Professional Surveyor & Mapper V	$180.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$110.00
Unmanned Autonomous System (UAS) Technician	$60.00
Unmanned Autonomous System (UAS) Fixed Wing	$20.00
Static Terrestrial Lidar	
2-Person Static Terrestrial Lidar Crew	$150.00
3-Person Static Terrestrial Lidar Crew	$170.00
4-Person Static Terrestrial Lidar Crew	$215.00
5-Person Static Terrestrial Lidar Crew	$250.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate/Locate Crew	$100.00
2-Person Utility Designate/Locate Crew	$140.00
3-Person Vacuum Excavation S.U.E. Crew	$205.00
4-Person Vacuum Excavation S.U.E. Crew	$240.00
S.U.E. Project Manager	$135.00
Utility Locate Technician	$80.00
Senior SUE Tech	$100.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Chief Planner	$125.00
Landscape Architecture	
Landscape Architect I	$70.00
Landscape Architect II	$85.00
Landscape Architect III	$110.00
Landscape Architect IV	$125.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Chief Project Manager I	$150.00
Chief Project Manager II	$180.00
Department Managers I	$180.00
Department Managers II	$210.00
Division Managers	$235.00
Principals	$300.00

NEW SMYRNA BEACH

Continuing Professional Engineering Services | COPY

May 9, 2017

RFQ 12-17-ENG



DRMP

955 Croton Road
Melbourne, FL 32935
Phone: 321.775.9634
Contact: David S. Wilkison, PE
Email: Dwilkison@drmp.com
www.DRMP.com





DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

May 9, 2017

DRMP Job #: 17-0213.0MK

Purchasing Coordinator
New Smyrna Beach City Hall – 2nd Floor
210 Sams Avenue
New Smyrna Beach, FL 32168

Contact: David S. Wilkison, PE
P: 321.775.9634 | **E:** dwilkison@drmp.com
A: 955 Croton Road, Melbourne, FL 32935

Subject: RFQ 12-17-ENG – Continuing Professional Engineering Services

Dear Selection Committee:

DRMP, Inc. appreciates the opportunity to submit our qualifications for **RFQ 12-17-ENG – Continuing Professional Engineering Services.** DRMP is a full-service, multi-discipline engineering firm that has developed a specialty niche by providing continuing municipal consulting and extension of staff services for 39 years. ***We clearly understand that at times these projects will require a quick response and a quick turnaround which DRMP is committed to provide.***

David S. Wilkison, PE, will serve as Project Manager/Principal Engineer for the DRMP team. He will also serve as a ***main point of contact*** for the New Smyrna Beach staff. His 32 years of consulting experience, coupled with his recent government service gives him unique insight into the needs of local government. Mr. Wilkison's government service taught him that facilities and infrastructure designs must be ***operable, maintainable and sustainable.*** Anything less is a disservice to the citizens and staff of the City of New Smyrna Beach. Our Team will provide the City with the best possible Civil Engineering services to better serve the community and their infrastructure needs.

WHY SHOULD NEW SMYRNA BEACH SELECT DRMP?

DRMP offers a variety of specific benefits to the City of New Smyrna Beach. Among these benefits are:

- A Team experienced in working under continuing services contracts
- Availability of personnel for immediate response to all requests including assistance on grant applications such as **ECHO**
- All services provided under one roof
- Subconsultants who are experienced working with the DRMP Team
- Innovative conceptual layout experience
- Committed to minimizing cost and meeting all schedule and performance goals
- Quality construction plans
- Extensive federal, state and local permitting experience
- Local staff committed to successful completion of all projects

We appreciate your favorable consideration of our firm and look forward to the opportunity to serve the City of New Smyrna Beach.

DRMP acknowledges receipt of Addendum 1 and has provided a signed copy in Tab 5 of this submittal.

Sincerely,
DRMP, Inc.

David S. Wilkison, PE
Project Manager/Principal Engineer

Chris D. Towne, PE
Vice President

955 Croton Road
Melbourne, Florida 32935
Phone: 321.987.1953

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

Qualifications of Firm

Current Licenses/Registration, Insurance, Financial Statement (Bank Letter)

State of Florida
Department of State

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 10, 2017, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2017

Ken Detzner
Secretary of State

Tracking Number: CC3145371147

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

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

State of Florida
Board of Professional Engineers
Attests that
DRMP, Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201903503 R

CA Lic. No: 2648

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB2648**
Expiration Date February 28, 2019

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AAC000589

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

ROBERT E TAYLOR A I A ARCH P A
710 SAINT JOHNS AVE
P O BOX 267
PALATKA FL 321774646

ISSUED: 12/21/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1612210000947

State of Florida

Board of Professional Engineers

Attests that

Terracon Consultants, Inc.

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201904806 R

CA Lic. No:
8830

State of Florida
Department of State

I certify from the records of this office that SOUTHEASTERN ARCHEOLOGICAL RESEARCH, INC. is a corporation organized under the laws of the State of Florida, filed on October 11, 1993, effective October 4, 1993.

The document number of this corporation is P93000072718.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 10, 2017, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of January, 2017

Secretary of State

Tracking Number: CC3013872885

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

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

Client#: 1048632 DRMPINC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2016

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

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

PRODUCER
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Comp	25615
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Casualty and Surety C	19038
INSURER D : Lexington Insurance Company	19437
INSURER E : Travelers Property Cas. Co. of	25674
INSURER F :	

INSURED
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6805H332395	12/12/2016	12/12/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	X	BA6916L697	12/12/2016	12/12/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	CUP7957Y581	12/12/2016	12/12/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB5186Y725	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
D	Professional Liability			031710988	06/20/2016	06/20/2017	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER
For Proposal Purposes

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

AUTHORIZED REPRESENTATIVE

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Seaside
National Bank & Trust

January 18, 2017

To whom it may concern:

Seaside National Bank & Trust is the primary bank for DRMP, Inc. Our relationship consists of over $3,000,000 in credit as well as deposits and investments totaling a low seven (7) figure. The relationship has always been handled as agreed and we desire to expand it further as opportunities present themselves.

Please feel free to call me at your convenience should you desire additional information about this client.

Sincerely,

Eric K. Waldron
Client Advisor
201 S. Orange Ave.
Suite 200
Orlando FL 32801
407 567 2244 P
407 254 5425 F

Firm Overview

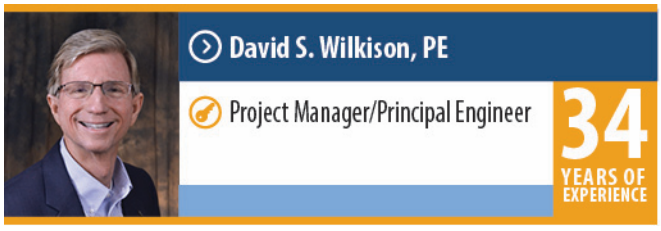
DRMP, Inc. was founded in 1977 and has been providing professional engineering services for over 39 years. Our firm has 14 offices strategically placed throughout the Southeast. The majority of the work will be completed by our Melbourne office at the following address:

DRMP, Inc.
955 Croton Road
Melbourne, Florida 32935



Project Team

The following provides an introduction to DRMP's Project Manager. For further information on our Team, please review the resumes at the end of this section.



David S. Wilkison, PE is a Project Manager in DRMP's Melbourne Office. His responsibilities include contract administration, project coordination, budgeting, scheduling and business development/marketing. He also focuses on managing the needs of public and private clients and growing DRMP's presence along Florida's east coast. Mr. Wilkison specializes in civil engineering design for municipal, utility, water resources/stormwater management, transportation and land development projects. He is the former Director of Collier County's Growth Management Department where he oversaw 10 operating divisions and administered an annual $200 million capital and operating budget. This diverse experience has given David the knowledge and experience to manage a multi-discipline team that works to provide innovative engineering project solutions that meet the client's budget and schedule.

Subconsultants

Robert E. Taylor AIA Architect PA

Robert E. Taylor AIA Architect PA was founded in 1978 in Palatka, Florida. For almost 40 years, they have been providing architectural services in Florida and Georgia. Having previously teamed with DRMP, Mr. Taylor and his staff are well-integrated into our project approach and has a proven track record of successful communication with our team.

SEARCH

Southeastern Archaeological Research, Inc. (SEARCH) is the nation's highest-capacity full-service cultural resource management firm and a certified woman-owned small business (WOSB). They offer multidisciplinary and multiregional integration of our five in-house divisions: Archaeology, Maritime Archaeology, Architectural History, Archives and History, and Heritage Design. SEARCH has worked in all 67 Counties and have performed a full suite of cultural resources management services, consulting and monitoring, NEPA and NRHP compliance services, and much more. Since 1993 SEARCH has completed over 3,000 projects worldwide; more than one-third of these have been in Florida. SEARCH has worked with DRMP on several previous projects and will integrate seamlessly into the team.

Terracon

Terracon Consultants, Inc. provides a wide range of services to support all phases of a project, from preliminary design through completion of the building process. Each local Terracon office, with access to the extensive geotechnical experience and expertise of engineers, geologists, and soils technicians throughout our company, can help to assess the risks associated with subsurface conditions. DRMP has completed many projects with Terracon and they are a vital member of the project team.

Statement of Professional Consultant's Commitment/Ability and Availability

DRMP affirms to the City of New Smyrna Beach that we will keep the same personnel and be consistent throughout the entire project. Any staff substitutions will only take place under extreme circumstances and following the express permission of the City. Our team has full availability of DRMP's staff and resources. We are committed to meeting the needs of the City.

Minority Business

DRMP has added Search, Inc. to our team to provide archaeological services. Their firm is a certified Women Business Enterprise (WBE).



WBENC | Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

to

Southeastern Archeological Research, Inc. DBA SEARCH

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: September 28, 2015
Expiration Date: September 28, 2017
WBENC National Certification Number: 2005127518

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Council of Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO

Women's Business Development Center - Council of Florida

NAICS 115310, NAICS 512110, NAICS 519120, NAICS 541310, NAICS 541330, NAICS 541360, NAICS 541370, NAICS 541430, NAICS 541990, UNSPSC 81151705, UNSPSC 90141503, UNSPSC 90151501, UNSPSC 90151502, UNSPSC 92111701, UNSPSC 93141707, UNSPSC 93141708, UNSPSC 93141713

NEW SMYRNA BEACH
Continuing Professional Engineering Services

RFQ 12-17-ENG

ORGANIZATIONAL CHART

Vice President-in-Charge
Chris D. Towne, PE

Project Manager/Principal Engineer
David S. Wilkison, PE

Quality Assurance/ Quality Control
Allen W. Schrumpf, PE
David C. Lowe

Civil Engineering
Jose A. Chaves, PE
Fernando A. Cano, PE

Environmental
George P. McLatchey, PWS, CEP
Carolyn A. Malphurs, AWB

Drainage
John L. Minton, Jr., PE, CFM
Chad A. Croft, PE

GIS
John M. Gilreath, GISP, GIST, RST
Kelly M. Marton

Architectural
Robert E. Taylor
Johanna Amber

Archaeological
Lillian Azevedo, PhD, RPA
Christopher F. Altes, MA

Site Design/Landscape Architecture
Sharon H. Fowler, RLA, ASLA

Surveying & Mapping
Allen L. Quickel, PSM
Mitchell R. Jarrells, PSM

Subsurface Utility Engineering (SUE)
Ryan M. Grab, CST II

Structures
Joseph A. Roberts, Jr., PE
Jocelyn M. Haisch-Linn,PE

Geotechnical
Douglas W. Baker, PE

Signals/Traffic
Juan P. Camacho, PE

Construction Engineering Inspection
Mark E. Puckett, PE

Lighting
Jim W. Highland, PE
Nicholas D. DeVito, PE

Public Involvement
Chris D. Towne, PE
Sharon H. Fowler, RLA, ASLA

Utility Coordination
Theresa Shaw

Subconsultants
Robert E. Taylor, A.I.A., Architect, P.A.
Search, Inc.
Terracon Consultants, Inc.

* All our PE's function as design/project engineers depending upon the expertise required. They are supported by a fully staffed CAD and administrative team.

David S. Wilkison, PE

Project Manager/Principal Engineer



David S. Wilkison, PE is a Project Manager in DRMP's Melbourne Office. His responsibilities include contract administration, project coordination, budgeting, scheduling and business development/marketing. He also focuses on managing the needs of public and private clients and growing DRMP's presence along Florida's east coast.

Mr. Wilkison specializes in civil engineering design for municipal, utility, water resources/stormwater management, transportation and land development projects. He is the former Director of Collier County's Growth Management Department where he oversaw 10 operating divisions and administered an annual $200 million capital and operating budget. This diverse experience has given David the knowledge and experience to manage a multi-discipline team that works to provide innovative engineering project solutions that meet the client's budget and schedule.

Years of Experience
34 Total
<1 With Firm

Professional Registration
Professional Engineer
No. 38871, Florida, 1987

Education
Bachelor of Science in Environmental Engineering, University of Florida, 1982

Professional Affiliation
Member, Florida Stormwater Association
Member, Urban Land Institute
Member, National Society of Professional Engineers
Member, Florida Institute of Consulting Engineers
Leadership Florida, Florida Chamber of Commerce, 2003
Leadership Okaloosa, Niceville Chamber of Commerce, 2007
Leadership Collier, Naples Area Chamber of Commerce, 1995

RELEVANT PROJECT EXPERIENCE

Brookhill Roadway, Stormwater, and Utility Improvements Design, City of Fort Myers, Lee County, Florida: Principal-In-Charge responsible for overall client interface and project and team management. Originally platted in 1959, the existing infrastructure for this 150-lot subdivision was rapidly approaching its useful life. Designed and permitted new potable water, sanitary sewer, and storm sewer and roadways in the subdivision. Provide bidding services and services during construction.

Poinciana Elementary School Stormwater Management System Improvements, Collier County, Florida: Served as PIC of a redesign and permitting of the stormwater conveyance and outfall system. Many additions to the original campus had resulted in the stormwater management system not functioning in the latest addition areas and in the recreational fields. The redesigned system was constructed during the summer break and was functioning at the beginning of the 2015-2016 school year.

North Naples Fire Control and Rescue District Station 48, Collier County, Florida: Served as PIC of a multi-disciplinary design team that designed and permitted the infrastructure to serve this new fire station. The tenth fire station of the NNFCRD opened in 2015 to serve a fast-growing area of Collier County. The project was done in two phases with initial site clearing and filling done first to take advantage of cost savings for mitigation credits for jurisdictional wetland impacts. The next phase involved the building construction with associated parking, roadway, stormwater and utility improvements. A connection to Livingston Road, a major Collier County Arterial Road, was designed and permitted along with turn lanes and major utility crossings to coincide with the completion of the fire station building.

Arborwood Community Development District, Lee County, Florida: Principal-in-Charge/District Engineer responsibile for exhibit preparation, cost analysis, and expert witness testimony. Selected as District Engineer for this CDD for eleven years. Prepared engineering reports for six bond issuances for infrastructure development. Reviewed contractor submitted requisitions for infrastructure development and reimbursement. Assisted District Manager in the establishment of O&M budget costs annually. Conducted two selection processes for contractors to provide construction services. Reviewed contractor work and pay requests, and prepared final close-out documents. The Arborwood Community Development District (CDD) was established in Lee County in 2004 to acquire, construct, operate and maintain certain public infrastructure improvements to serve the Arborwood Development, a 2,479-acre master planned residential community located in the City of Fort Myers.

Arborwood, Lee County, Florida: Principal-in-Charge responsible for overall client interface and project and team management. Led a multidisciplinary team for the overall master plan; annexation of the development to the City of Fort Myers; Comprehensive Plan Amendment; DRI application and approval; and related land development code changes for a 2,479-acre tract in Lee County.

Heritage Bay Master Planned Community and Community Development District, Collier County, Florida: Principal-in-Charge responsible for the establishment of a new Community Development District. Responsibilities include exhibit preparation, cost analysis, and expert witness testimony. Heritage Bay is a master planned community developed on 2,562 acres of land that had been actively mined for limerock for more than 28 years. The multi-disciplinary team allowed the re-use of the previously mined quarry to become a beautiful neighborhood with no environmental impacts. Our team guided US Homes, Inc., through all phases of the DRI process, including detailed land planning services and preparation of Comprehensive Plan amendments, zoning application and PUD document, and provided CDD establishment, engineering, surveying, and utilities design/coordination for the site.

Ave Maria Town and University, Collier County, Florida: Project Engineer responsible for the upfront planning of infrastructure and master scheduling. Ave Maria, a 5,027-acre master planned university and companion town, is the first application of the Rural Lands Stewardship Area Overlay (RLSA) in eastern Collier County, Florida. The design of the RLSA is an award-winning plan that establishes innovative stewardship principles and practices to protect natural resources, ensure agricultural viability, and promote economic diversity while directing growth from environmentally-sensitive areas. Provided comprehensive site development services from inception for the town, University, and supporting infrastructure.

Immokalee Airport, Collier County, Florida: Principal-in-Charge/Project Manager responsible for the preparation of a master surface water management plan for Collier County's largest airport. The master plan was conceptually permitted through the South Florida Water Management District (SFWMD).

City of Naples Municipal Airport, Collier County, Florida: Principal-in-Charge/Project Manager responsible for the coordination of various projects within the airport property requiring site development plan design and surface water management permit modifications. Major projects included a conceptual SWM plan for the entire airport and the design of infrastructure for a subdivision in the south quadrant.

Immokalee Regional Airport Industrial Park, Collier County, Florida: Principal-in-Charge/Project Manager responsible for the preparation of a master site development plan for a 50-acre industrial development. Project included design and permitting of infrastructure to serve both airside and landside development and surface water management design and permitting.

Immokalee Regional Airport Phase I Entrance Road and Utilities, Collier County, Florida: Principal-in-Charge/Project Manager designed and permitted the roadway and associated utilities to serve Phase I of the Immokalee Regional Airport including the design and permitting of backbone surface water management system that would serve the Phase I build-out.

Marco Executive Airport, Collier County, Florida: Principal-in-Charge/Project Manager responsible for overall client interface and project and team management. This project entailed design and permitting services for a parallel taxiway, aircraft apron expansion, parking expansion, directional beacon, wastewater pump station, and force main.

Goodlette-Frank Road Widening Utilities Relocation, Collier County, Florida: Principal-in-Charge responsible for overall client interface and project and team management. Prepared design and construction drawings and provided permitting for a new City of Naples/Collier County water main interconnect and approximately 3.5 miles of relocated utilities including water, sewer, and reclaimed water lines for the widening of Goodlette Frank Road (two to four and six lanes) from Pine Ridge Road to Vanderbilt Beach Road.

Colonial Boulevard Utility Relocation (I-75 to SR 82), Lee County, Florida: Principal-in-Charge responsible for overall client interface and project and team management. Provided professional engineering services and coordination for the relocation of the City's potable water, wastewater, and reclaimed water utilities along a segment of Colonial Boulevard. Professional engineering services were also provided for the connection to the reclaimed water transmission system along Colonial Boulevard and Treeline Avenue.

DRMP

Chris D. Towne, PE

Vice President-in-Charge/Public Involvement



Chris D. Towne, PE is a Vice President and General Civil Division Manager. He is responsible for client relations, oversight of staff, project management and business development. As a Project Manager, he provides civil engineering design for municipal and land development projects.

Throughout his career, Mr. Towne has worked on a variety of civil engineering projects including roadway, bridge, airport, structural, drainage, water, sanitary sewer and site civil design. All of this experience has afforded him the knowledge and experience to apply a multi-discipline approach to complete projects within their budget and schedule.

Years of Experience
20 Total
9 With Firm

Professional Registration
Professional Engineer No. 66928, Florida, 2007
Professional Engineer No. 14734, West Virginia, 2000

Education
Bachelor of Science in Civil Engineering, Virginia Tech, 1996

Professional Affiliation
Board Member, Alachua County Board of Adjustment
American Society of Civil Engineers
American Public Works Association
Florida Association of County Engineers and Road Superintendents

Software Aptitude
Autodesk Civil 3D
CulvertMaster
ENERCALC
FlowMaster
PondPack

Training
FDOT Guardrail Training, 2016
Designing for Pedestrian Safety from Florida Highway Administration, 2007

RELEVANT PROJECT EXPERIENCE

Continuing Civil Engineering Services, Flagler County, Florida: Project Manager responsible for providing planning, design, permitting and construction inspection for stormwater management systems, site and property developments, roadway improvements, park and recreational facilities, utility improvements, and traffic engineering on a continuing as needed basis.

- **CR 305 Widening and Resurfacing, Flagler County, Florida**: Serving as Project Manager responsible for providing design for roadway, drainage, signing and pavement markings and maintenance of traffic plans for the widening and reconstruction of approximately 2.711-miles of CR 305 from north of CR 304 to south of Middle Haw Creek to accommodate 12-foot travel lanes and 6-foot unpaved shoulders in each travel direction. In addition, the front slope is being reconstructed to accommodate lane widening and shoulders. As a result, portions of roadside ditches and wetlands are being impacted. Compensatory excavation will maintain the stormwater flow capacity of the ditches. Wetland impacts were identified and mitigated per agency requirements. This project will be permitted through St. Johns River Water Management District and U.S. Army Corp of Engineers.

Engineering Services for Miscellaneous Transportation Projects, Alachua County, Florida: Project Manager responsible for providing transportation engineering services such as roadway design, studies, 3R projects, minor traffic engineering, construction engineering inspection, signalization, intersection improvements, drainage design, utility design, MOT and permitting to the Public Works Department on an as needed basis.

- **SW 8th Avenue Extension Preliminary Design, Alachua County, Florida**: Project Manager for the design of the preliminary alignment, drainage and right-of-way for a new 0.5-mile 2-lane rural arterial connecting SW 8th Avenue from SW 137th Way to SW 143rd Street. Two separate options were studied. The project was used to purchase right-of-way and will be moved forward to final design and construction.

- **SW 8th Avenue Multi-Use Trail, Alachua County, Florida**: Project Manager for designing approximately two miles of multi-use pathway (6-feet to 8-feet wide) along the southside of SW 8th Avenue from SW 122nd Street to SW 91st Street. SW 8th Avenue is a 2-lane rural section facility in this area. Project also included signing and marking, drainage design and permitting, community involvement, utility coordination and flooding improvement. Project was funded by FDOT Local Agency Program (LAP).

- **Archer Braid Trail Connector, Phase 2, Alachua County, Florida**: Project Manager for designing approximately four miles of multi-use pathway (8-feet to 10-feet wide) adjacent to both rural and urban section County roadways

Project included signing and marking, traffic signal modification, roadway intersection modification, drainage design and permitting, community involvement, utility coordination and flood zone compensation. Project was funded by FDOT Local Agency Program (LAP).

Continuing Services for Minor Projects, University of Florida, Alachua County, Florida: Project Manager responsible for providing continuing engineering services for Campus Service Renovation and Construction of Minor Projects located on the University of Florida main campus or at UF and IFAS facilities throughout Florida.

- **Stadium Road and Gale Lemerand Drive ADA Ramps, University of Florida, Alachua County, Florida**: Project Manager responsible for roadway design to replace three curb ramps at the intersection of Stadium Road and Gale Lemerand Drive. Ramps are located on the northwest, southwest and southeast corners of the intersection. Project included: roadway design, paving and grading, pavement markings, surveying.
- **Greenway Bike Path/Sidewalk West Utility Relocation, University of Florida, Alachua County, Florida**: Project Manager responsible for design services and coordinating the utility relocation for 1.5 miles of bike path/ sidewalk for the University of Florida. Services included survey, utility pole and waterline relocation design.
- **4H Camp Welaka Master Plan, University of Florida, Alachua County, Florida**: As Project Manager, served as the civil infrastructure advisor and local liaison for the development of a large scale master plan for the camp located along the St Johns River near Palatka.
- **Village Drive Bicycle-Pedestrian Bridge Drainage Repairs, University of Florida, Alachua County, Florida**: As Project Manager he provided on-demand design and inspection services for the drainage repairs being performed by the UF Physical Plant Division.

General Engineering Consulting Services, Gainesville Regional Utilities, Alachua County, Florida: Project Manager responsible for providing professional engineering services in support of Capital Improvement Plan on an as needed basis.

- **SE 4th Street Utilities, Alachua County, Florida**: Project Manager responsible for preliminary plans for water distribution system adjustment to place sanitary sewer manholes and piping on SE 4th Street roadway in support of reconstruction project.

Miscellaneous Projects, City of Crystal River, Citrus County, Florida: Served as Project Manager for the preliminary design, final design and permitting of multiple roadway culvert replacement projects with the City of Crystal River.

- **NE 11th Street Culvert Replacement, Citrus County, Florida**: This culvert project was to provide increased drainage capacity and replace failing culverts. The project consisted of providing permitting coordination, engineering plans and specification documentation for the replacement of mid sized culverts under Northeast 11th Street. Project cost is approximately $50,000.
- **NE 7th Avenue Culvert Replacement, Citrus County, Florida**: This culvert project was to provide increased drainage capacity and replace failing culverts. The project consisted of providing permitting coordination, engineering plans and specification documentation for the replacement of mid sized culverts under Northeast 7th Avenue. Project cost is approximately $30,000.

Gainesville Nissan, TT of Alachua, Alachua County, Florida: Project Manager of the design and permitting for the addition of a 466-space parking lot and 36,000-SF office building and garage. Permitting included Gainesville Regional Utilities, FDOT District Two, St. Johns River Water Management District and the City of Gainesville. Mr. Towne also performed wetland mitigation.

Devonshire Community, Cathcart Properties, Putnam County, West Virginia: Civil Engineer for a 4-phase, 850-unit residential development on 110-acres. Mr. Towne performed drainage, erosion control, roadway and utilities services for Putnam County Development and Putnam PSD review.

Jose A. Chaves, PE
Civil Engineering



Jose A. Chaves, PE is DRMP's General Civil Department Manager in the Orlando office. In this capacity he is responsible for leading the Central Florida staff in providing a high level of service in all Civil Engineering Projects. With emphasis in innovative approach, technical ability, and customer service he is responsible for the overall success for all private development and public projects managed by the department staff.

He serves as a Project Manager for projects ranging from single family residential development, multifamily complexes, commercial sites, master planning and entitlements, and major public capital improvement projects. He has experience with roadway design and construction, utility main design for new proposed and replacement projects, master lift station design and construction, and utility master planning. He is also experienced in plan production, project coordination, scheduling, entitlement, permitting, and construction management.

Years of Experience
7 Total
3 With Firm

Professional Registration
Professional Engineer No. 78518, Florida, 2014

Education
Bachelor of Science in Civil Engineering, University of Central Florida, 2009

Professional Affiliation
NAIOP
ULI

Software Aptitude
AutoCAD
Microsoft Project
ICPR
PONDS

RELEVANT PROJECT EXPERIENCE

Crescent Gateway Master Plan, Crescent Communities, LLC, Seminole County, Florida: Project Manager for the Crescent Gateway Preliminary Development Plan. The project consisted of master planning over 55 acre for development, which included 1,050,000 sf of office space, 48,572 sf of retail space, 190-room hotel, a 249-unit multifamily development and six parking garages. The master planning established internal roadway network for the mixed use development, creating an urban cross section with pedestrian connectivity, shared parking areas, and open spaces to promote the "live work play" theme of the development. The project required careful planning of open space allocation, entitlement distribution, and coordination with other design consultants and the developer's legal counsel. The planning included typical sections, master utility system modeling, traffic circulation plan, and master stormwater management.

Crescent Gateway Multifamily Project, Crescent Communities, LLC, Seminole County, Florida: Project Manager for the development of a 249-unit apartment building complex that consisted of five (5) 4-story buildings, three (3) 3-story townhome style buildings, and onsite surface parking. Project included: site design, paving and grading, water and sewer, and stormwater design. The project required detailed coordination and compliance with the Master Plan to ensure internal roads represented the urban feel of the master development, and encouraged pedestrian connectivity to the other sections of the master development. This project included detailed coordination and permitting with the City of Altamonte Springs, SJRWMD and FDEP.

Crescent Gateway New Century Park, Crescent Communities, LLC, Seminole County, Florida: Project Engineer for the Crescent Gateway New Century Park. This project included assisting in the master planning for a mixed used development, to address circulation, master utility connections, and stormwater management. Unique site conditions included a closed basin, with major environmental constraints requiring unique approach to connectivity and stormwater management.

SR 15/SR 600 (US 17/92) Interchange at SR 436 Design-Build, The Lane Construction Corporation for FDOT District Five, Seminole County, Florida: Project Engineer for the utility design for this $22 million project for the design and construction of a single-point urban interchange to improve traffic capacity and safety at SR 15/600 (US 17/92) and SR 436 in the City of Casselberry. The interchange elevated four lanes of SR 15/600 (US 17-92) over SR 436 at what was previously one of the most congested at-grade intersections in Florida. Prior to construction all underground utilities were located. DRMP then designed all utility relocations to accommodate the proposed improvements. DRMP coordinated with the utility owner (City of Casselberry) and the FDOT for all aspects of the new design.

East Lake Drive, Park Square Homes, Seminole County, Florida: Project Manager for a single family residnetial community in Seminole County. Project included utility service, stormwater manageemnt, paving and grading, and permitting. Stormwater design included compensating storage for impacts to an existing floodplain and FEMA permitting.

Greeneway Park DRI-Multifamily #1A, WeldenField Development, Orange County, Florida: Project Manager for the final design and permitting of a 348-unit apartment complex. Project included working will the project team to achieve the owner's financing requirements, government agency final approvals, and final construction plan development. The process included a lot split, wetland coordination, and coordination with master planned community for utility services.

Gateway Extension, City of Altamonte Springs, Florida: Served as the primary liaison for constructability in the team leading an accelerated design schedule for a roadway extension of 1.5 miles. The $9.5 million project includes utilities, drainage, irrigation and landscaping, and ROW determination and acquisitions. Served as the lead in the creation of the contract documents and specifications. Project designed following FDOT standards and specifications. Project design was completed in nine months. Was part of the six members acknowledged via recognition award for the efforts associated with this project. Project design was completed in 2012.

Spring Lake Road Force Main, City of Altamonte Springs: Project Manager for the replacement of a 24-inch sanitary sewer force main. This project had various challenges including misrepresentation of underground utilities on contract plans. Led a team to create a multi-phased solution that allowed for project completion while saving the City over $100K. Project design was completed in 2012.

Rollingwood Trail Water Main Replacement, City of Altamonte Springs, Florida: Project manager for the replacement of a failing water main in a residential area. This project was in a residential area where zero road disturbances were permissible and proper communication with home owners was essential. This project was backlogged for over three years by previous staff but was quickly addressed under my management.

West Town Parkway, City of Altamonte Springs, Florida: Project Manager for the construction of West Town Parkway Extension. Project includes utilities (20-inch R water main, 12-inch water main and gravity sewer), drainage (storm sewer and retention ponds), new roadway, expansion of existing roadway, irrigation and landscaping. Project designed and built following FDOT standards and specifications including QCP. The project required permitting from various authorities requiring coordination with the County, the FDOT, FDEP, and SJRWMD. Project design was completed in 2012.

Oakland Estates Neighborhood Improvement Project, City of Altamonte Springs, Florida: Project Manager for the (4-inch and 6-inch) water main replacements, sidewalk and curbing improvements, and roadway restoration. The $1,441,197.65 project served as a starting point for an overall Neighborhood Improvement Program for the City increasing public attention and Commission involvement. The project required careful coordination to minimize outages and ensure the public safety. Project design was completed in 2011.

North Winter Park Drive Phase II, City of Casselberry, Florida: Assisted the project management team in completing the design review and constructability analysis of the North Winter Park Drive Phase II project. The Project consists of the resurfacing of 2.50 miles (13,000-LF) of Winter Park Drive between Red Bug Lake Road and Seminola Boulevard and 0.65 miles (3,426-LF) of reconstruction of Winter Park Drive between Seminola Boulevard and 7th Street. Project includes installation of a water main, sanitary sewer main, reclaimed water main, stormwater sewer and the relocation of an existing force main. The utilities included in the project consist of 25% of the total project scope. ARRA funded project requiring proper coordination of Engineer of Record, CEI and FDOT representatives.

Casselberry Streetscape - US 17-92, City of Casselberry, Florida: Assisted the project management team in the final design and constructability review of the US 17-92 Streetscape Project. The project consists of the installation of landscaping, irrigation and hardscape improvements along the east and west right-of-ways of US 17-92, from SR 436 north to Seminola Boulevard. LAP Project requiring FDOT specifications to be met in all aspects of the project.

DRMP

Fernando Cano, PE
Civil Engineering



Fernando Cano, PE is a Project Manager in DRMP's General Civil Division. He is responsible for the design and permitting of land development projects including overseeing projects from concept to completion, client coordination, planning, design and permitting. Mr. Cano's project experience includes civil engineering design of roadways, drainage improvements, water and wastewater utilities and permitting for residential, commercial, municipal and transportation projects.

Years of Experience
12 Total
1 With Firm

Professional Registration
Professional Engineer
No. 70941, Florida, 2010

Education
Bachelor of Science in Civil Engineering, University of Florida, 2003

Software Aptitude
ASAD
AutoCAD
Cascade
GEOPAK
ICPR
MicroStation
StormCAD
WaterCAD

RELEVANT PROJECT EXPERIENCE

North Hancock Road from Florida's Turnpike to CR 561A, Family Dynamics, Inc., Lake County Florida: Roadway Project Engineer responsible for design of a new 1.2-mile, 4-lane divided urban roadway extension with a 12-foot shared use path through a site with over 100-feet of vertical relief. Coordination with the Florida's Turnpike Enterprise was required as the project connects to the new Minneola Interchange that was designed and constructed simultaneously. The project also included turn lane improvements and super elevation reduction to CR 561A where the project connects to the existing local roadway network. Project included roadway design, drainage design, MSE walls, maintenance of traffic plan for CR 561A using temporary pavement, utility coordination, signing and pavement markings, design survey, right-of-way mapping, environmental permitting, wetlands and sand skink listed species survey.

I-595 Final Design, FDOT District Four, Broward County, Florida: Assisted with the drainage master plan update, and drainage design for several sections of the corridor. Design tasks include exfiltration trench design, storm sewer design and analysis, and both wet and dry retention stormwater management pond designs.

Ravenswood Road Subaqueous Crossing, Broward County, Florida: As Engineer of Record, this project included the subaqueous relocation of an existing 12-inch water and 16-inch force main aerial crossing under the Dania Cut-Off Canal to accommodate a bridge widening project. The subaqueous crossing extends 700-lf and is 40-ft deep.

Monterra Community Development District, Engle Homes, Broward County, Florida: Served as Project Engineer on a 500-acre residential subdivision and mixed-use development in the City of Cooper City. Worked closely with the Project Manager from the inception of the project and in particular on the conceptual water management analysis, utilities design, and permitting with South Florida Water Management District, Central Broward Water Control District, Broward County Highway Construction and Engineering Division, Florida Department of Transportation, Broward County Environmental Protection Department and Broward County Health Department.

Twin Lakes South Neighborhood, Malcolm Pirnie, Inc., Broward County, Florida: Project Engineer responsible for preparation of a Basis of Design Report for the Twin Lakes South Neighborhood to analyze the existing drainage infrastructure of the 63-acre residential community. Permitting requirements and a conceptual drainage plan were provided for the purpose of planning the implementation of the improvements and developing construction costs. The scope of this project consisted of master planning, stormwater modeling and preparation of the Basis of Design Report.

Kings Garden I and II Livable Neighborhood Improvements (CMGLNIP), City of Miami Gardens, Florida: Project Engineer for drainage improvements to an existing neighborhood of approximately 17-acres, as outlined in the Basis of Design Report. The project required permitting with Miami-Dade Department of Environmental Resources Management.

Kings Garden III Basis of Design Report, City of Miami Gardens, Florida: Project Engineer responsible for analyzing the existing stormwater management system serving the City of Miami Gardens Livable Neighborhood Improvements

Project (CMGLNIP) - Kings Garden III study area. The analysis assessed the capacity of the existing drainage system, identified problem areas and evaluated alternatives for flood control.

UAZ 303 Water and Sewer Improvements, Broward County, Florida: Project Engineer and Resident Engineer for the design, preparation of construction documents, permitting, bidding assistance, and construction management for water and sewer infrastructure improvement project. The sewer improvements included lift station and force main design. Permitting agencies include: Broward County Water and Wastewater Services, Broward County Health Department, Broward County Environmental and Growth Management Department, Broward County Highway Construction and Engineering Services Division, City of Hollywood, City of Dania Beach and the Florida Department of Transportation.

Virginia Key Wetland Restoration, Miami-Dade Department of Environmental Resources Management, Florida: Project Engineer for this wetland restoration project of approximately 52-acres of existing lakes, ditches and proposed interconnect channels which have been designed to hydrate and restore the existing wetlands within the project boundary close to the historical condition.

John Easterlin Park, Broward County Parks and Recreation Division, Florida: Project Engineer for the improvement of recreational vehicle facilities at the existing county park. The design included two lift stations, drainage facilities and parking lot improvements.

Stoneman Douglas High School, City of Oakland Park, Broward County, Florida: Project Engineer for the design and permitting of a parent drop off/bus loop and parking lot. The project required permitting with the North Spring Drainage Improvement District and Broward County Traffic Engineering Division.

George P. McLatchey, PWS, CEP

Environmental



George P. McLatchey, PWS, CEP has served as Department Manager for DRMP's Ecological and Environmental Sciences Department since 1998 and has been a principal field investigator, staff supervisor, and project manager on several hundred projects. He has extensive experience in all aspects of federal and state permitting, National Environmental Policy Act (NEPA) compliance, including Wetland Evaluation Reports (WER), Endangered Species Biological Assessments (ESBA), and Essential Fish Habitat Assessments (EFHA). He is a certified Professional Wetland Scientist (PWS) and Certified Environmental Professional (CEP) and has a Bachelor's and Master's degree from the University of Florida with an emphasis in the discipline of wetland and ecological studies.

His areas of specialization include federal, state, and local environmental permitting, mitigation design, wetland jurisdictional delineations and evaluations, listed species studies/relocation, ecological monitoring, lake water quality studies, and alternative corridors/alignment analysis. He has worked extensively on various public and private projects and has been involved with the environmental aspects of the planning, design and permitting of these projects. This project experience has given him strong qualifications in the PD&E and EIS process, corridor and alternative analysis, wetland and wildlife evaluations, mitigation design, public involvement, and permitting.

RELEVANT PROJECT EXPERIENCE

SR 472 and I-4 Mainline Interchange Design and Permitting, Volusia County, Florida: Environmental Project Manager for permitting and mitigation of new interchange and roadway improvements. Tasks included wildlife habitat and listed species studies, extensive scrub-jay surveys, gopher tortoise surveys and associated permitting for proposed new interchange.

Rhode Island Avenue Extension, Volusia County, Florida: Environmental Project Director responsible for managing field staff on wetland assessment and delineation, listed species surveys. Conducted listed species surveys for the extension of Rhode Island Avenue from Veteran's Memorial Parkway to Normandy Boulevard. Species-specific surveys for gopher tortoise, red-cockaded woodpecker, and Florida scrub-jay were conducted. Section 7 Consultation with the USFWS to develop an appropriate mitigation plan for scrub-jays impacts.

I-95 Interchange Feasibility Study, City of Ormond Beach, Volusia County, Florida: Environmental Project Director responsible for directing staff during a feasibility study of a proposed new interchange along Interstate 95 between SR 40 and US 1. Performed QC review of Wetland Evaluation Report, and Wildlife and Habitat Assessment Report, conducted agency coordination, wetland/wildlife/habitat/listed species evaluations, and public involvement.

Hudson and Rima Ridge Wellfield Consumption Use Permit, City of Ormond Beach, Volusia County, Florida: Environmental Project Manager responsible for Environmental Monitoring and Program Establishment, preparing the Annual Vegetative monitoring report required under the SJRWMD permit conditions.

Holly Hill Wellfield Consumption Use Permit, City of Holly Hill, Volusia County, Florida: Environmental Project Manager responsible for Environmental Monitoring and Program Establishment, prepared the Annual Vegetative and Hydrologic monitoring report required under the SJRWMD permit conditions.

Years of Experience
22 Total
20 With Firm

Certification
Certified Environmental Professional No. 10050430, Academy of Board Certified Environmental Professionals, 2010
Professional Wetland Scientist, No. 1259, Florida, 2000
Certified Professional in Erosion and Sediment Control, No. 2151, Florida 2000
Authorized Gopher Tortoise Agent, No. GTA-09-00220b

Education
Master of Science in Soil and Water Science/ Environmental Engineering Sciences, University of Florida, 1995

Bachelor of Science in Microbiology, University of Florida, 1991

Publication/Presentation
Introduction to State and Federal Wetland Permitting Policies and Procedures, American Public Works Association, 2007

Regulation of Organic Matter Decomposition and Nutrient Release in a Wetland Soil; Journal of Environmental Quality, September 1998

Professional Affiliation
Society of Professional Wetland Scientists
USACE Certified Wetland Delineator
Florida Association of Environmental Professionals

Twelve Oaks and Royal Oaks, Lennar Homes, Volusia County, Florida: Environmental Project Manager for tree survey on a 900-acre proposed residential development site. Project required tree surveys for specimen and historic tress, development of acceptable tree survey methodology, and permitting with Volusia County, Florida.

Worthington Creek, Fort Macaulay Development Consultants, Volusia County, Florida: Environmental Project Manager for tree survey on a 100-acre proposed residential development site. Project required tree surveys for specimen and historic tress, development of acceptable survey methodology, and permitting with Volusia County and City of Edgewater.

Julington Oaks, Fort Macaulay Development Consultants, Volusia County, Florida: Environmental Project Manager for tree survey on a 30-acre proposed residential development site. Project required tree surveys for specimen and historic tress, development of acceptable survey methodology, and permitting with Volusia County and City of Edgewater.

Lake McGarity and Lake Theresa Basin Interconnect and Water Quality Sampling, Volusia County, Florida: Environmental Project Manager of water quality sampling and drainage analysis that conducted water quality sampling for numerous lakes in Volusia County and prepared environmental support documents.

B-23 Canal Feasibility Study, Volusia County, Florida: Environmental Project Manager for water quality assessment, land use, and statistical analysis. This study involved evaluation of pollutant loading and recommendation for retrofit treatment for runoff to the lakes within Volusia County.

East Coast Beltline Wetland Monitoring and Operation Program, Volusia County, Florida: Environmental Monitoring Plan, Land Use Management and Program Establishment for Volusia County; Project Manager.

School Board Bus Transit Facility Due Diligence, Volusia County, Florida: Environmental Manager. Performed initial environmental due diligence, including wetland assessment, listed species survey, agency coordination and conceptual permitting and mitigation plan for the development of a bus transit facility in Volusia County.

Palm Coast Parkway Widening, City of Palm Coast, Flagler County, Florida: Environmental Project Manager for roadway widening from a 4-lane suburban section to a 6-lane urban facility. Managed field staff on wetland assessment and delineation, listed species surveys. Conducted general wildlife surveys for listed species surveys and species-specific surveys for gopher tortoise. Prepared reports, environmental documentation, and coordinated with state and federal agencies (SJRWMD, USACE) and obtained permits.

Districtwide Environmental Permitting Services Contract No. C-9065, FDOT District Five, Various Counties, FL: Project Manager for a 5-year contract providing environmental services for the Department's Environmental Permitting Office. Provided project oversight for a multi-discipline team that reviews environmental permit applications and construction plans associated with FDOT District Five roadway design projects. He also assists staff with the Comment Review prior to uploading onto the Department's Electronic Review Comments (ERC) program and coordinates with design consultants to ensure production schedules are met. Other environmental as-needed services provided include wetland flagging, listed species surveys, mitigation planning, coordination with various regulatory agencies, and preparation of Environmental Resource Permit (ERP) applications for in-house FDOT projects.

- **SR 200 Widening, FDOT District Five, Marion County, Florida**: Environmental Project Manager responsible for performing protected species surveys, managing staff, coordinating the Biological Opinion from the USFWS for the Florida scrub-jay and eastern indigo snake, and approval from the Wildlife Task Force (FWC, USFWS, FDEP, FFS, and SWFWMD). He was responsible for the preparation of a SWFWMD permit application utilizing the proposed wildlife crossings as mitigation for project impacts.

- **Belleview Bypass, FDOT District Five, Marion County, Florida**: Environmental Project Manager for this Local Agency Program (LAP) project with Marion County that consisted of a new roadway alignment. His responsibilities included managing staff conducting field surveys for the sand skink, eastern indigo snake, and gopher tortoise. Responsibilities also included development of a sand skink mitigation plan, coordinated with Marion County and the FDOT LAP Coordinator, and obtaining Biological Opinion from the USFWS.

DRMP

Carolyn A. Malphurs, AWB

Environmental



Carolyn A. Malphurs is a Senior Ecologist at DRMP. She has conducted ecological site assessments, multiple types of wildlife surveys, gopher tortoise and burrowing owl relocations, jurisdictional wetland delineations, Geographic Information System (GIS) mapping and analysis, wetland and upland vegetative monitoring, and environmental documentation for PD&E and permitting projects. Ms. Malphurs is an Authorized Gopher Tortoise Agent with the Florida Fish & Wildlife Conservation Commission and an Associate Wildlife Biologist (AWB) certified through The Wildlife Society. She is also a Qualified Airport Wildlife Biologist, in accordance with a Federal Aviation Administration Advisory Circular 150/5200-36A.

Ms. Malphurs offers a wide array of environmental consulting experience, using her skills on both private and public projects. However, her specialty focuses on providing environmental services for transportation-based projects, such as roadway and airport projects. She has experience preparing documentation in accordance with the National Environmental Policy Act (NEPA) and obtaining Environmental Resource Permits from regulatory agencies at the local, state, and federal level.

RELEVANT PROJECT EXPERIENCE

Lost Creek DMMA Gopher Tortoise Relocation, Volusia County, Florida: Served as Biologist as part of the Rose Bay Aquatic Ecosystem Restoration project, all gopher tortoises within the work area of the Lost Creek Dredge Material Management Area were captured and relocated to the Port Orange Mitigation Bank. Ms. Malphurs was responsible for surveying more than 28 acres of gopher tortoise habitat, excavating 104 gopher tortoise burrows, and transporting 44 tortoises from the island donor site to the mitigation bank. She was also part of the team that installed a temporary barrier between the northern and southern lobes of the island to reduce the chance of tortoises moving before and during construction activities.

Victoria Park Development of Regional Impact (DRI) Environmental Services, Volusia County, Florida: Served as Biologist for continuing environmental services provided for a 1,900-acre planned community. This project included wildlife surveys for Florida sandhill cranes, scrub jays, and gopher tortoises; wetland monitoring; habitat monitoring and maintenance of the Victoria Park Preserve Area; and permitting with the St. Johns River Water Management District and the US Army Corps of Engineers. Ms. Malphurs was responsible for conducting annual wildlife surveys, bi-annual wetland monitoring for four years, report preparation, and assisting in the preparation of the permitting documentation.

St. Joseph Peninsular State Park, FDEP, Gulf County, Florida: Served as the Environmental Project Manager to obtain permits for the construction of Americans with Disabilities Act (ADA) compliant beach access boardwalk within the St. Joseph Peninsular State Park. The primary environmental tasks for this project included obtaining a Construction Control Line (CCL) Permit from FDEP and obtaining approval from the USFWS for construction within critical habitat of the beach mouse. Ms. Malphurs was responsible for coordinating with the agencies, GIS mapping, conducting a field investigation and field meeting, and coordinating with the agencies.

Years of Experience
12 Total
4 With Firm

Certification
Authorized Gopher Tortoise Agent, Florida Fish & Wildlife Conservation Commission, No. GTA-09-00274C
Qualified Airport Wildlife Biologist, Federal Aviation Administration, 2012
Associate Wildlife Biologist, The Wildlife Society, 2007

Education
Masters of Science in Environmental Resource Management, Florida Institute of Technology, 2007

Bachelors of Science in Wildlife Ecology and Conservation, University of Florida, 2004

Training
Airport Wildlife Hazard Assessment Training, Embry-Riddle Aeronautical University, 2010
Wetland Delineation Training, Florida Department of Environmental Protection, 2006

Professional Affiliation
Central Florida Association of Environmental Professionals (Elected Board Member 2009-2013)
The Ecological Society of America
The Wildlife Society

Wilson's Landing Park, Seminole County, Florida: Served as Biologist for the landscape architecture design and environmental services for improvements to Wilson's Landing Park. The improvements included a new pavilion, ADA accessible walkways, and a floating dock for kayaks/canoes. Ms. Malphurs participated in the wetland jurisdictional determination and environmental resource permitting with the St. John's River Water Management District and the US Army Corps of Engineers.

FPL Pipeline, Palm Beach County Water Utilities Department, Palm Beach County, Florida: Served as Biologist for a 19-mile FPL reclaimed water line that ran from Jog Road just north of Okeechobee Boulevard west to the Rinker rock mining operation. Ms. Malphurs conducted wetland jurisdictional determination; gopher tortoise surveys, permitting, and relocation; snail kite surveys; and wood stork foraging analysis services.

Blackwater Creek Mitigation Bank, Lake County, Florida: Served as Biologist for the development of a 434-acre mitigation site located on the 1,300-acre Lake Norris Conservation Area. The reclaimed mining area was permitted through the St. Johns River Water Management District and the US Army Corps of Engineers to provide wetland mitigation for development and transportation projects within the Wekiva River Basin. Ms. Malphurs participated in the preparation of the wetland and gopher tortoise permitting documentation, surveying of more than 109 acres of gopher tortoise habitat, excavating 62 gopher tortoise burrows, and relocating 37 tortoises to a mitigation bank.

Wildlife Hazard Assessment, St. Lucie County International Airport, St. Lucie County, Florida: Served as Environmental Scientist for a wildlife hazard assessment conducted to assist the airport in alleviating safety hazards caused by wildlife and to provide appropriate documentation for the airport to become Part 139 certified. Ms. Malphurs was responsible for conducting the wildlife surveys, coordinating with the client, gathering relevant Geographic Information System (GIS) data, conducting the data analysis, and creating maps.

Districtwide Environmental Permitting Services Contract No. C-9065, FDOT District Five, Florida: Serves as a Senior Ecologist and team leader for a five-year contract to provide in-house environmental services for FDOT District Five Environmental Permitting Office. Services provided include: review of environmental permit applications and constructions plans for District 5 roadway design projects and uploading comments onto the Electronic Review Comments (ERC) program; obtaining Environmental Resource Permits (ERP) for in-house design projects; and coordinating with FDOT staff to assist in project permit determinations. Other environmental as-needed services include wetland delineation, listed species surveys, and coordination/ consultation with various regulatory agencies.

- **SR 25 (US 27) Widening, Lake County, Florida**: The SR 25/US 27 widening project from Boggy Marsh Road to north of Lake Louisa Road was designed and permitted in 2005, but was not funded. When funding became available in 2013, the USFWS guidance for the sand skink and eastern indigo snake had changed and the project required further investigation for protected species impacts. DRMP conducted surveys for the sand skink and gopher tortoise and obtained updated clearances from the USFWS and FFWCC for the project. Ms. Malphurs was responsible for conducting field visits, coordinating with FFWCC and USFWS, and obtaining the gopher tortoise relocation permit.

- **Belleview Bypass, Marion County, Florida**: This Local Agency Program (LAP) project with Marion County consisted of constructing Belleview Bypass, a new alignment proposed to relieve traffic within the City of Belleview. During the FDOT-LAP plans review period, DRMP identified potential protected species impacts that needed to be addressed in accordance with the changed species protocols. Ms. Malphurs was responsible for conducting the field surveys for the sand skink, eastern indigo snake, and gopher tortoise. She was instrumental in conducting the sand skink impact and mitigation assessment, coordinating with Marion County and the FDOT LAP Coordinator, and coordinating the Biological Opinion from the USFWS.

- **SR 200 Widening, Marion County, Florida**: This in-house design project consists of widening SR 200 from the Citrus County line to CR 484. Over the years that this project evolved, DRMP was tasked to assist the FDOT in obtaining the Environmental Resource Permit and agency approval for the project that has several requirements for wildlife crossings. Ms. Malphurs was responsible for protected species surveys, coordinating the Biological Opinion from the USFWS for the Florida scrub-jay and eastern indigo snake, and confirming project approval from the Wildlife Task Force (FFWCC, USFWS, FDEP, FFS, and SWFWMD).

DRMP

John L. Minton, Jr., PE, CFM

Drainage



John L. Minton, Jr., PE, CFM is a Department Manager within the Stormwater Department at DRMP. In this role, he is responsible for leading a qualified team of engineers to complete engineering tasks for water resources projects such as watershed and drainage basin studies, stormwater retrofit projects and support for roadway drainage designs.

Mr. Minton has been serving clients and managing projects under continuing contract arrangements for his entire professional career. He is skilled at managing all aspects of capital improvement projects including preliminary study, final design, permitting, bid selection, and construction administration. Mr. Minton has a depth of experience in surface water modeling and analysis; watershed and drainage basin studies using the latest ArcGIS, LiDAR, floodplain mapping and modeling technologies; roadway and subdivision drainage designs; design, permitting, bidding and construction-related services; and pond siting (PD&E) feasibility analyses. Additionally, he has developed special expertise in the areas of landlocked basin transfers, Total Maximum Daily Load (TMDL) initiatives, FEMA map changes, erosion control for stream beds, floodplain storage, bridge analysis and scour, water quality in lakes, retrofits of stormwater ponds and storm sewers, innovative stormwater treatment systems, wetlands restoration and design, outfall structures, and water amenities design in parks. Mr. Minton has been successful in securing funding and administration of grants for stormwater projects through programs including the SJRWMD Cooperative Funding, FDEP TMDL Water Quality Restoration program and the Lake County Water Authority (LCWA) stormwater treatment grant program.

Years of Experience
22 Total
22 With Firm

Professional Registration
Professional Engineer No. 54657, Florida, 1999

Certification
Certified Floodplain Manager, Association of State Floodplain Managers, 2009

Education
Bachelor of Science in Civil Engineering, University of Florida, 1994

Professional Affiliations
Lakes and Waterways Advisory Board, City of Winter Park
Conservation Foundation of the Gulf Coast Advisory Board
American Society of Civil Engineers
Florida Stormwater Association
Association of State Floodplain Managers
Florida Floodplain Managers Association

Software Aptitude
ArcGIS
ArcHydro
HEC-RAS
ICPR
-V3.1 with PercPack
-V4 3-day training course in May 2015

RELEVANT PROJECT EXPERIENCE

Stormwater and Environmental Services Continuing Contract, Volusia County, Florida: Project Manager for this continuing services contract. Projects under this contract include:

- **Alexandra Woods Drive Flooding Investigation, Volusia County, Florida**: Project Manager for a flood investigation for residential area along Alexandra Woods Drive. Study area is approximately 650-acres. Services included surface water modeling to compare pre-development and post-development conditions to show aspects of the surface water drainage patterns and hydrologic cycle most influence flood conditions at Alexandra Woods Drive.
- **Airport Road Stormwater Improvements Project**: Provided engineering design, permitting, bidding, and construction inspection services for this stormwater retrofit project. The project involves incorporation of a wet detention stormwater pond into an existing open drainage system which drains through residential neighborhoods to the Tomoka River. The stormwater pond is designed strictly to treat stormwater in a water quality sensitive basin. Adjacent drainage improvements to a roadway culvert crossing are also necessary to allow for design head loss introduced by the addition of the pond to the existing drainage system. Wetland species plantings along a pond berm are necessary as a mitigation requirement for encroachment into an adjacent wetland, as required by the St. Johns River Water Management District (SJRWMD) for permit acquisition.
- **North Peninsula Stormwater Improvements Project**: Provided engineering design, permitting, bidding, and construction inspection services for this stormwater retrofit project. The project actually includes three mini-projects on three residential streets in close proximity; namely River Street, Pinta Street, and Aqua Vista Drive. The residents along these streets have endured chronic street, yard, and some structural flooding, due to

lack of adequate drainage systems. These projects involve construction of storm sewer systems connecting depressional areas prone to flooding to existing reliable storm sewer systems, which drain westward to the Halifax River. In order to mitigate the effects of increasing flow rates through the existing storm outfalls, on-line exfiltration systems were integrated into the proposed storm sewers. Weir structures were designed within some of the inlets to hold water back in the exfiltration trench sections to maximize the benefits of stormwater infiltration. Special concrete aprons were designed for the inlets to facilitate periodic cleaning of the grates with street sweeping equipment. A permit exemption was acquired from the St. Johns River Water Management District (SJRWMD) for this project by demonstrating a benefit to drainage conditions without significantly altering drainage patterns

Continuing Stormwater Contract, City of Orlando, Orange County, Florida: Served as Project Manager for the preliminary design, final design and permitting of various miscellaneous drainage improvements within the City of Orlando. Typically these projects consisted of stormwater retrofits that provide additional water quality benefits as well as providing flooding relief and protection. There were multiple assignments that required review, negotiations and ensuring that adequate staff and resources be available to undertake the work effort.

- **Lake of the Woods Drainage Improvements Project, Orange County, Florida**: Served as Project Manager with project task assignments including final design, development of construction plans, permitting, bid assistance, and construction inspection. The project involved diversion of stormwater from approximately 40 acres of highly urbanized land out of the Lake of the Woods basin to alleviate flooding problems at the lake. This project was the implementation of Phases II and III of a conceptual diversion plan that was previously developed and permitted by DRMP through the SJRWMD. This project included construction of new storm sewer, reversing flows in existing storm sewer, and retrofitting two existing drainage wells with stormwater treatment units.

- **Lake Lorna Doone – Tampa Avenue Drainage Improvements, Orange County, Florida**: Served as Project Manager on this project involving construction of a lake outfall structure on Lake Lorna Doone to provide flood protection to surrounding residential, commercial areas, and the emergency shelter at the Citrus Bowl. The piped lake outfall was installed along Tampa Avenue to outfall into Clear Lake with the added benefit of alleviating localized flooding along Tampa Avenue. The project task assignments included final design, development of construction plans, permitting with SFWMD, bid assistance, and construction inspection.

- **Lake Angel/Conroy Basin Drainage Improvements Project, Division Avenue System Extension Phase I, Orange County, Florida**: Served as Project Manager for alternatives analysis, final design, permitting and construction of storm sewer improvements to provide flood relief to a land-locked basin. Improvements were divided into two phases with Phase 1 involving extension of an existing storm sewer along Division Avenue to divert flood waters to a more reliable outfall at Lake Holden. Phase II involved upgrading collection systems, converting ditch to storm sewer, and installation of two suntree stormwater treatment units prior to discharge into a drainage well.

- **Maguire Boulevard/Colonial Drive Improvements, Orange County, Florida**: Served as Project Manager for permitting and design of the overall project. This included close coordination with the FDOT District Five in coordinating designs and construction documents. The stormwater design required permitting a basin diversion in order to reduce flooding concerns.

- **Narcoossee Road Stormwater Management Study, Orange County, Florida**: Project Manager responsible for conducing a stormwater management study of Narcoossee Road from the northern end of the interchange with the Beeline Expressway to the intersection with Goldenrod Extension. The purpose of the study is to develop a stormwater management plan for areas along the Narcoossee corridor in order to assist the City in its determination for annexation purposes and future roadway widening.

Stormwater Design & Studies, City of Leesburg, Lake County, Florida: Serving as Project Manager on this continuing services contract that issues various stormwater engineering tasks as needed by the City. Tasks may include: stormwater design and studies, NPDES program implementation support, Total Maximum Daily Load (TMDL) support services and floodplain management services.

DRMP

Chad A. Croft, PE
Drainage



Chad A. Croft, PE is a Project Engineer in the Water Resources Department. Mr. Croft maintains extensive knowledge in both roadway and drainage design and is adept at preparing plans for FDOT projects. Mr. Croft is proficient in MicroStation Version 8, GEOPAK, stormwater management system design software, ICPR, FDOT SS4 software, and ESRI ArcGIS software. Mr. Croft is also competent in performing design calculations and preparing design reports. He is also capable of preparing environmental resource permit applications through various permitting agencies.

Years of Experience
15 Total
15 With Firm

Professional Registration
Professional Engineer No. 66554, Florida, 2007

Education
Bachelor of Science in Civil Engineering, University of Florida, 2000

Professional Affiliation
American Society of Civil Engineers
Florida Stormwater Association

Software Aptitude
ArcGIS
ASAD
GEOPAK
FHWA HY
HEC-RAS
ICPR
MicroStation
Ponds

RELEVANT PROJECT EXPERIENCE

SR 483 (Clyde Morris Boulevard) PD&E Study, Reynolds, Smith & Hill, Inc. for FDOT District Five, Volusia County, Florida: Drainage Engineer for this Preliminary Engineering Report of SR 483 from SR 400 to SR 600, a distance of approximately 2.5 miles. The recommended improvements included capacity, operational, safety-related and multi-modal elements. The existing 4-lane roadway will be widened to a 6-lane urban roadway with a raised median, bicycle lanes, pedestrian walkways and stormwater treatment facilities. Mr. Croft assisted with the pond siting analysis on the project and prepared a pond sitting report.

Stormwater and Environmental Services Continuing Contract, Volusia County, Florida: Drainage Design Engineer for this continuing services contract. Projects under this contract include:

- **Tomoka View Estates Stormwater Improvements**: Drainage Design Engineer responsible for providing drainage design and permitting to upgrade the existing storm sewer systems and underdrains within the Tomoka View Estates. Improvements included replacement of 40-linear feet of collapsed CMP trunkline with 30-inch pipe, curb inlets at intersection of Apache Trail and Seminole Drive, and 2 ditch bottom inlets. These improvements will enable the existing trunk line to better convey stormwater westward to the adjacent wetland, prevent any future settling of yard areas in the vicinity of the improvements, and improve collection of stormwater along Apache Trail and Seminole Drive. The proposed improvements are designed for the 3-year design event and incorporate offsite flows from the Seminole Center stormwater pond. Services included: drainage study and design, topographic survey, geotechnical, environmental assessment.

- **Alexandra Woods Drive Flooding Investigation, Volusia County, Florida**: Drainage Design Engineer for this flood investigation in a residential area along Alexandra Woods Drive. The residential street crosses a large depressional area and is located between two ponds. The drainage study area is approximately 650 acres. Mr. Croft assisted in evaluating general field conditions, drainage facility conditions and evidence of past flooding. DRMP was responsible for generating basins and sub-basins using LiDAR terrain data. ArcHydro was used to assist in the sub-basin delineations. Other tasks included calculating hydrology parameters and building surface water models to analyze and recreate flooding conditions for different storm events including Tropical Story Fay.

Continuing Engineering Contract, St. Johns County, Florida: Drainage Design Engineer responsible for providing drainage design services in support of engineering projects on an as needed basis for the County. Representative projects include:

- **Bishop Estates Road Stormwater Improvements, Phases I and II, St. Johns County, Florida**: Drainage Design Engineer for this project that involved retrofitting a series of four storm outfalls in two phases for the Bishop Estates Road with the following components: replace deep ditches with shallow swales and piped systems,

replace cross-drains and size to alleviate flooding, remedy scour and erosion problems, and install stormwater treatment units. The treatment units are equipped with upflow filters holding special media for targeting removal of nutrients. A grant was secured with FDEP through the TMDL program for over 50% funding of the project. Water quality monitoring was conducted to measure nutrient removal performance of the project.

Continuing Stormwater Contract, City of Orlando, Orange County, Florida: Served as Drainage Engineer for the preliminary design, final design and permitting of various miscellaneous drainage improvements within the City of Orlando. Typically these projects consisted of stormwater retrofits that provide additional water quality benefits as well as providing flooding relief and protection. There were multiple assignments that required review, negotiations and ensuring that adequate staff and resources be available to undertake the work effort.

- **Lake Angel/Conroy Basin Drainage Improvements Project, Division Avenue System Extension Phase I, Orange County, Florida**: Served as Drainage Design Engineer for alternatives analysis, final design, permitting and construction of storm sewer improvements to provide flood relief to a land-locked basin. Improvements were divided into 2 phases with Phase 1 involving extension of an existing storm sewer along Division Avenue to divert flood waters to a more reliable outfall at Lake Holden. Phase II involved upgrading collection systems, converting ditch to storm sewer, and installation of two suntree stormwater treatment units prior to discharge into a drainage well.

Continuing Stormwater Engineering Contract, City of Mount Dora, Florida: Served as Drainage Engineer for various stormwater improvement projects.

- **Lake John Stormwater Improvements, Lake County, Florida**: Drainage Design Engineer for this retrofit project that specifically involved the expansion and re-shaping of the existing Lake John, a series of three lobes that at times function as one lake. The project increased the size and depth of these lobes to increase flood protection as well as improve water quality for a 364 acre basin that ultimately discharges into Lake Gertrude. In addition to the improvements to Lake John and outfall system constructed along Mt. Dora Road, improvements to the existing outfall system from Dogwood Mountain pond were incorporated to the overall project. Dogwood Mountain pond had chronic flooding problems associated the outfall from Lake John as well as existing outfalls constraints. The addition of a CDS stormwater treatment unit within the outfall will provide pollutant removal for the inflows to Lake Gertrude. Professional services completed in 2008 and construction completed in 2009.

- **Lake Gertrude Outfall Replacement, City of Mount Dora, Lake County, Florida**: Served as drainage design engineer for the outfall retrofit improvements project. Mr. Croft assisted with the design of the drainage outfall and performed all plans production duties for the project. Design was complete in 2009 and construction was completed in 2011.

Florida Hospital Health Village DRI Master Stormwater System, Florida Hospital, Orange County, Florida: Served as drainage design engineer for the master stormwater system project to serve Florida Hospital Health Village. Mr. Croft assisted with the design of the proposed storm sewer system and three master stormwater ponds to serve the 40-acre site. Mr. Croft also assisted with plans production duties for the project. Professional services were completed in 2008.

Bayberry Cove PUD, Fort Maculay Development Holding, Volusia County, Florida: Served as drainage design engineer for the 300-acre planned unit development (PUD) in the City of Daytona Beach. Mr. Croft assisted with the design of the master stormwater system and 20 stormwater ponds. He also assisted with the 100-year flood modeling, FEMA Permitting and stormwater system permitting.

John M. Gilreath, GISP, GIST, RST

GIS



John M. Gilreath, GISP, GIST, RST, is a Senior Project Manager with DRMP and is currently responsible for overseeing geospatial projects and program development. He manages DRMP's GIS/remote sensing program including project planning, data development, data management, and quality control. Mr. Gilreath brings extensive knowledge in GIS, database design, GPS data collection, asset management, and remote sensing.

Mr. Gilreath's past experience in the public and private sector allows him to apply his innovative knowledge across a variety of fields. He has completed a number of projects for transportation/utility infrastructure data collection, facilities management, transportation planning, economic development analysis, stormwater modeling, pavement management, wildlife/forestry, and emergency management response efforts across the country. Mr. Gilreath is well-versed in the needs and requirements of municipalities in each of these areas and will work to ensure final deliverables exceed the client's expectations.

RELEVANT PROJECT EXPERIENCE

GIS Asset Inventory of Pre/Post Construction for SR 836 Operational, Capacity, and Interchange Improvements, McKim & Creed, Inc. for Miami-Dade Expressway Authority (MDX), Miami-Dade County, Florida: Serving as GIS Project Manager to provide a comprehensive inventory of all existing MDX assets for a 4-mile stretch of the Dolphin Expressway (SR 836) in Miami. Responsible for performing a pre-construction inventory for monitoring new/removed/modified assets as construction on SR 836 progresses. Additionally, will perform a mobile LiDAR scan and survey to create a spatially accurate inventory for MDX maintenance and asset depreciation tracking upon construction completion. This is a comprehensive inventory effort for the major east-west travel corridor in the City of Miami. He will also manage the creation of a geodatabase to meet MDX operational standards and will include over 18 GIS layers for the, Open Road Tolling (ORT) system, Intelligent Transportation System (ITS), lighting, utility conduit, drainage/ stormwater, signage, and road design (attenuators, guardrails, etc).

GIS Support Services, BRPH Companies, Inc. for the Greater Orlando Aviation Authority (GOAA), Orange County, Florida: Serving as GIS Project Manager for this project to provide GIS for the implementation of the Strategic Commercial Land Development Program for the GOAA. Responsible for the creation of a GIS model to rank, weight, and prioritize GIS layers to model infrastructure coordination and development suitability. The project also involves coordinating with GOAA GIS staff to implement an ArcGIS Online interactive web map for GOAA leadership to view and query GOAA properties for development potential. He is also advising the staff of both BRPH and GOAA on a secure IT system architecture to serve GIS data. The final web map will be administered by GOAA GIS staff and accessible for GOAA leadership to view site information in a dynamic viewer that allows for user queries, measurements, and reports to be generated.

Alachua County Public School GIS Services, Alachua County School Board, Alachua County, Florida: Served as Project Manager assisting the Alachua County School Board in mapping student address data, updating planning data sets for concurrency areas and examining zoning/attendance issues. Project also included the designs and maintenance of an ArcGIS 10.3 file geodatabase and

Years of Experience
12 Total
2 With Firm

Certification
Certified Geographic Information Systems Professional No. 90088, GIS Certification Institute, 2014

Certified GIS/LIS Technologist, American Society for Photogrammetry and Remote Sensing, 2009

Certified Remote Sensing Technologist, American Society for Photogrammetry and Remote Sensing, 2009

Education
Master of Science in Geosciences – GIS/ Remote Sensing, Mississippi State University, 2006

Bachelor of Science in Environmental Sciences and Bachelor of Arts in Geography, University of Mary – Washington, 2000

Software Aptitude
ArcGIS 10.x and extensions
ArcGIS Server
ArcGIS Collector
ArcGIS Mobile
ArcPad
Trimble TerraSync
Trimble Pathfinder
MicroPAVER
ERDAS IMAGINE
Leica Photogrammetry Suite

Professional Affiliation
American Public Works Association (APWA) Santa Fe Branch Chair, 2014

Awards
Employee of the Year, City of Gainesville, Florida, 2012

City-Wide Service Award, City of Gainesville, Florida, 2012

Project of the Year, Florida Association of County Engineers and Road Superintendents Team 2014

ArcGIS Online maps containing information on U.S. Census Data, transportation infrastructure and school facilities. Project also included converted Certificate of Occupancy permits form the County and multiple municipalities matched to the County housing inventory as a method to analyze development rates in the region.

Public Works Department, City of Gainesville, Alachua County, Florida: Served as a GIS Supervisor responsible for developing datasets for stormwater systems, transportation planning, environmental studies, and workforce operational data to FGDC standards. In this position, Mr. Gilreath also managed the import of surveyed site plans, capital projects, building permitting status, land rights/acquisition, flood zone amendments, city properties, and easements. He also planned and executed large-scale GPS collection efforts for city infrastructure (fiber networks, traffic signs, ADA compliance, park assets, pavement management, pavement markings, urban forestry, and multimodal infrastructure).

Mr. Gilreath oversaw pavement management modeling in MicroPAVER, maintained a comprehensive pavement condition index database for the City of Gainesville and updated the City's stormwater GIS database for NPDES from a variety of data sources including GPS field collection and digitization from field surveys and plats. He served on city-wide project teams to improve facilities management by tracking utility billing and LED streetlight infrastructure in the public right-of-way, recording city properties, and mapping the fiber optic network for traffic signal management. Mr. Gilreath managed the project planning and collection of datasets for transportation infrastructure– signage, pavement marking, traffic counts, multi-modal infrastructure (bike lanes, sidewalks), and ADA curb ramps. He also compiled urban services reports in GIS for possible annexations, maintained emergency management data sets and coordinated damage assessments for roadways for FEMA reporting. He also served in other capacities during his tenure at the City.

- Project Manager for current department-wide implementation of Cityworks.
- City Website Design/Steering and Mobile Website development committee member
- Participant in Parks, Recreation, and Cultural Affairs Comprehensive Master Plan
- National Flood Insurance Program Community Rating Coordinator
- City of Gainesville Emergency Management ICS Planning Section Chief

Northrop Grumman, Inc., Gainesville, Alachua County, Florida: Served as Analyst II/Project Manager where he was responsible for managing building floor plan inventories, GPS utility collection (electric, gas, water infrastructure) and tree inventories for multiple US Naval Air Stations throughout the Southeastern United States. These bases were located in: Pensacola, Florida and Fort Worth, Kingsville and Corpus Christi, Texas. He also produced accurate digital orthoimagery from high-resolution ADS40 sensors.

2005 Puerto Rico: Served as Analyst II to compile and map entire aerial collection of the island.

2005 Southwest Florida Water Management District, Florida: Served as Analyst II to compile and map entire aerial collection of the District.

2005 Alachua County, Florida: Served as Analyst II/Project Manager to compile and map entire aerial collection of the entire County.

2006 Thermal Imagery Collection, Camp Lejeune, North Carolina: Served as Analyst II/Project Manager to compile and map entire aerial collection of the entire US Marine Base.

Yellowstone Ecological Research Center, Yellowstone National Park, Cooke City, Montana: Served as Assistant Crew Leader responsible for directing survey crew to validate LiDAR data throughout Yellowstone National Park and conducting forest habitat classifications, stand measurements, and grassland surveys.

DRMP

Kelly Marton

GIS



Kelly Marton is a GIS Analyst with DRMP and is responsible for geodatabase design, GPS field collection efforts, traffic/pedestrian count data collection, and data QA/QC. She is experienced in transportation planning, development review for municipalities, integrating CAD/Microstation design plans and GIS for construction management and detailed infrastructure mapping. Ms. Marton is also adept at preparing maps with ArcGIS online and providing graphic design for public involvement materials.

Years of Experience
2 Total
1 With Firm

Education
Bachelor of Arts in Geography, University of Florida, 2013

Certification
Graduate Certificate in Web Design and Online Communication, University of Florida, 2015

Software Aptitude
ArcGIS
ArcGIS Collector
ArcGIS Online
Adobe Creative Suite
Google Sketch-Up
Python

Award
Florida Association of County Engineers and Road Superintendents for Best Team Project, 2014

RELEVANT PROJECT EXPERIENCE

GIS Asset Inventory of Pre/Post Construction for Florida SR 836 Operational, Capacity, and Interchange Improvements, McKim & Creed, Inc. for Miami-Dade Expressway Authority (MDX), Miami-Dade County, Florida: Serving as a GIS Analyst to provide a comprehensive inventory of all existing MDX assets for a 4-mile stretch of the Dolphin Expressway (SR 836) in Miami. Responsible for assisting in performing a pre-construction inventory for monitoring new/removed/modified assets as construction on SR 836 progresses. Additionally, will assist with data analysis from a mobile LiDAR scan and survey to create a spatially accurate inventory for MDX maintenance and asset depreciation tracking upon construction completion. This is a comprehensive inventory effort for the major east-west travel corridor in the City of Miami. Other responsibilities include: the creation of a geodatabase to meet MDX operational standards and will include over 18 GIS layers for the, Open Road Tolling (ORT) system, Intelligent Transportation System (ITS), lighting, utility conduit, drainage/stormwater, signage, and road design (attenuators, guardrails, etc).

GIS Support Services, BRPH Companies, Inc. for the Greater Orlando Aviation Authority (GOAA), Orange County, Florida: Serves as GIS Analyst for this project to provide GIS for the implementation of the Strategic Commercial Land Development Program for the GOAA. Responsible for the creation of a GIS model to rank, weight, and prioritize GIS layers to model infrastructure coordination and development suitability. The project also involves coordinating with GOAA GIS staff to implement an ArcGIS Online interactive web map for GOAA leadership to view and query GOAA properties for development potential. He is also advising the staff of both BRPH and GOAA on a secure IT system architecture to serve GIS data. The final web map will be administered by GOAA GIS staff and accessible for GOAA leadership to view site information in a dynamic viewer that allows for user queries, measurements, and reports to be generated.

Public Works Department, City of Gainesville, Alachua County, Florida: Served as a Technical Support Specialist II responsible for coordinating the development review process for the department, attended all departmental site plan review meetings, reviewed site plans from the Gainesville CRA and Gainesville Regional Utilities, processed, analyzed and published traffic count data, coordinated stormwater management utility to determine billing rates, created renderings of public works engineering projects and provided graphics for promotional materials.

- **City-Wide Inventory of Curb Ramps for ADA Compliance, City of Gainesville, Florida**: Responsible for a City-wide inventory of more than 5,000 curb ramps in order to bring ramps up to ADA federal compliance standards. Project included: designing a geodatabase to manage the data, initial assessment using Google street view to place a feature for each ramp to create a basemap for field work, field data collection to measure relevant attributes, (slope, cross slope, detectible warning strip, landing, obstructions, and drainage issues), each ramp was designated an overall level of compliance to prioritize amount of work needed to meet ADA standards. Ultimately, the data collected is being used by the City to determine priority areas for upgrading the infrastructure to ADA standards and to estimate costs for roadway projects.

DRMP

Sharon Fowler, RLA, ASLA

Site Design/Landscape Architecture, Public Involvement



Sharon Fowler, RLA, ASLA is Department Manager for DRMP's Landscape Architecture/Land Planning Department. In this capacity, she is responsible for the design and management of master planning, site planning, development design, and landscape architecture projects ranging from residential communities, commercial sites, institutional complexes and major public capital improvement projects. For both public and private clients, her duties include overseeing projects from concept to completion, including client and subconsultant coordination, planning, design and permitting.

Her experience includes leading development teams, managing the development process, and creating the concept and vision for the development. Ms. Fowler is a member of the American Society of Landscape Architects.

Years of Experience
34 Total
<1 With Firm

Professional Registration
Landscape Architect No. 0001121, Florida, 1987

Education
Bachelor of Science in Landscape Architecture, Iowa State University, 1981

Professional Affiliation
American Society of Landscape Architects

RELEVANT PROJECT EXPERIENCE

Heathrow Master Planned Community, Heathrow Land & Development Corporation/Heathrow Land Company, Seminole County, Florida: Team Member for master planning of this 1,800 acre, 1900 home community. Services included: master planning, site planning, architectural review guidelines, landscape architecture, project theming and construction administration.

- **The Heathrow Racquet and Swim Club, Seminole County, Florida**: Created the master plan and site design for one of the most popular tennis facilities in Florida. The Racquet Club site design included a terraced tournament court, a lakeside junior olympic swimming pool, 24 tennis court locations (13 built), and detailing site design including hardscape and landscape.
- **The Heathrow Country Club, Seminole County, Florida**: Designed a new Tennis Facility to relocate the original Racquet Club next to the Golf Clubhouse. The development plan included a Master Plan for housing on the original Racquet Club site as well as the Master Plan and Improvement Study to combine the popular Heathrow Golf Course and a new Swim & Tennis Center into one facility. The work included detailed grading and site engineering concepts to make the relocation feasible.
- **Chestnut Hill/Bristol Park, Seminole County, Florida**: Landscape architect responsible for the creation of the first residential subdivisions within Heathrow. Work included neighborhood entry designs, a man-made stream, a gazebo and footbridge, and landscape and lighting design within the development.
- **Heathrow Land Company General Consulting, Seminole County, Florida**: Land planning consultant for over seven years providing land planning services throughout Florida. The work included a Master Planned Community in Bradenton, an Oceanside Community in Volusia County, a Master Planned Senior Living Community in Sebring, and other miscellaneous planning projects.

The Tradewinds, Volusia County, Florida: Produced the site plan, landscape plan, and all hardscape layout plans for this twin-towered condominium project near New Smyrna Beach, Florida.

Town of Celebration Master Planning, Disney Development Company/The Celebration Company, Osceola County, Florida: Provided on-going design consulting to Disney Development and the Celebration Company for approximately 12 years. The work included many projects including, but not limited to, the following:

Served as Development Team Member for early master planning studies for the community analyzing neo-traditional planning compared to suburban planning. Work included the preparation of detailed planning studies of residential neighborhoods, infrastructure budget allocation studies, routing layout and planning assistance for the Golf Course and Golf Club site, events planning for the Town Center, and recreational studies for the club site in Celebration Village, along with many other land development studies for Celebration.

- **Celebration Parking and Transportation Studies, Osceola County, Florida**: Analyzed the design of the roadways and alleys working side by side with the civil engineers to measure roadways throughout Central Florida for design guidance for pavement widths and alleys in Celebration. Worked with the Infrastructure Department at Disney Development company preparing peer reviews of engineering and landscape architecture during the first phases of Celebration.

- **Celebration Architectural Guidelines, Osceola County, Florida**: Participated in design meetings to discuss the appearance and format for what would be the known as the Celebration Pattern Book.

- **Celebration Commercial Team Member, Osceola County, Florida**: Prepared the landscape architecture section of the Commercial Pattern Book and participated in design charrettes and the planning of the Commercial area of Celebration.

- **Celebration Place, Osceola County, Florida**: Created master planning studies and detailed sections illustrating Phases of the Aldo Rossi Celebration Place office area in north Celebration.

- **Celebration Architectural Review Board Member, Osceola County, Florida**: Served for over four years on the architectural review board and collaborated with the Town Architect to create a format for reviewing the residential, retail, and commercial developments in Celebration. The review determined consistency with the Celebration Residential and Commercial Pattern Books. In her role on the board, Ms. Fowler also led design workshops for design professionals, developers, and contractors.

- **Common Area, Parks and Trails Business Plan, Osceola County, Florida**: Prepared a 10′ x 10′ master plan used to create the Celebration Business Plan for the common areas. Ms. Fowler led the team using the preliminary designs to prepare proposed budgets and maintenance costs for all of the common areas in the first phases of Celebration. The work was used to gain approvals to move forward with the Common Areas of Celebration.

- **Celebration Master Planning Studies, The Celebration Company, Osceola County, Florida**: Served as a consultant responsible for preparing numerous master planning studies to determine the best use of the parcels of land surrounding the Town Center, US-192, and residential areas throughout Celebration.

- **Landscape Architecture, The Celebration Company, Osceola County, Florida**: Served as a landscape architect consultant for the design of a variety of public areas within Celebration including Trumpet Park, the Teaching Academy, the Town Center Lake front, the Lake Village Model Center, the Victorian Southern Showcase House and adjacent Park, the original Pre-Sales Center, and Celebration Parkway.

- **Celebration Lakeside Park, Walt Disney Imagineering, Osceola County, Florida**: Ms. Fowler assisted Disney Development Company as Development Manager for the design and construction of Lakeside Park in Celebration Village. In this role, Ms. Fowler managed and gave guidance to the Design and Production Development Teams. Prior to this responsibility, Ms. Fowler prepared numerous studies of the Park site to determine the most appropriate use for this strategically located waterfront Town Center site.

- **Celebration Teaching Academy, Osceola County, Florida**: Principal-in-Charge of providing Landscape Architecture and Site Planning for the Teaching Academy at Celebration. The project included developing an outdoor learning center.

- **Celebration Pre-Sales Center, Osceola County, Florida**: Landscape Architect for the Pre-Sales Center for Celebration. This included the unique design of three "yards" for the two dimensional, full scale, billboard sized architectural elevations that provide interest to this temporary facility. This work included assisting The Celebration Company with a search for site accessories that helped to carry out the character of the Town of Celebration.

- **Celebration Town Center, Osceola County, Florida**: Provided an illustrative presentation plan for the Town Center of Celebration. This included the interpretation of the planned uses for the Town and the Phasing of the Development. The plan was used in a variety of public and team meetings.

Allen L. Quickel, PSM

Surveying & Mapping



Allen L. Quickel, PSM is Orlando Survey Manager for DRMP's Surveying and Mapping/Geomatics Division. He serves as a Project Manager for both public and private sector clients specializing in transportation, geodetic control, land acquisition surveys, and terrestrial LiDAR. He is currently responsible for client coordination, field crew assignments, office production, and quality control on a variety of projects ranging from as-built surveys, platting, continuing services, roadway design survey and right-of-way mapping for local municipalities and FDOT Districts.

Mr. Quickel is responsible for managing all projects that require terrestrial LiDAR, using FARO Focus 3D and Riegl VZ400 scanners, and Certainty 3D TopoDOT software to produce point clouds, engineering design survey drawings, and 3D models of existing structures. He draws on his field survey and office production experience to lead field crews and office technicians on a wide range of projects utilizing Trimble Access and EFB data collection and processing software.

RELEVANT PROJECT EXPERIENCE

SR 5A/Nova Road, Landmark Engineering, Inc. for FDOT District Five, Volusia County, Florida: Survey Project Manager responsible for survey services for a milling and resurfacing project of a 6-lane divided urban and 2-lane undivided urban typical section. Project Limits are from Brentwood Drive to Flomich Street and Frontage Road from 3rd Street to SR 5/A/Nova Road. Survey services include horizontal and vertical control, establishing project alignment, topographic survey with DTM, drainage survey and utility location with SUE.

SR 600 from east of I-4 Ramps to Tomoka Farms Road, TranSystems Corporation, Inc. for FDOT District Five, Volusia County, Florida: Served as Survey Project Manager responsible for survey services in support of roadway design to widen SR 600 (US 92) from 4-lanes to 6-lanes from east of the I-4 Flyover Ramp to Tomoka Farms Road for approximately 2.55 miles. Survey services include design survey, SUE, right of way survey and mapping.

Continuing On Call Engineering and Surveying Services, City of Deltona, Volusia County, Florida: Project Surveyor responsible for providing quality control of surveying and mapping services in support of City engineering projects related to site development, public park design/permitting requirements and minor road/intersection design.

- **Thornby Park Stakeout, Volusia County, Florida**: Project Surveyor responsible for providing quality control of survey services to correctly establish the east line of the park along Providence Boulevard and the wetland buffer line in order to meet required setbacks to stake out the proposed Gazebo for construction.
- **Dewey Boster Sports Complex, Volusia County, Florida**: Project Surveyor responsible for providing quality control of survey services for construction of a new maintenance building on the western edge of the sports complex. Surveys included: topographic of the construction site and SUE using electromagnetic (EM) and ground penetrating radar (GPR) to designate and locate the waterline running east and west across the property in support of engineering for the project.

Years of Experience
18 Total
15 With Firm

Professional Registration
Professional Surveyor and Mapper, No. 6481, Florida, 2004

Certification
FDOT Maintenance of Traffic
OSHA 1910.146 Permitted Confined Space
CSX Roadway Worker Protection
IdenTrust Digital Certificate

Education
Bachelor of Science in Surveying Engineering, New Mexico State University, 1999

Professional Affiliation
Florida Surveying and Mapping Society (FSMS)
(President-Elect, Central Florida Chapter, 2016-2017)
(Vice President, Central Florida Chapter, 2014-2016)
National Society of Professional Surveyors
American Society of Highway Engineers
Florida Engineering Society

Software Aptitude
ARCMap
AutoCAD Civil 3D
CAiCE Visual Transportation
GEOPAK
MicroStation
SCENE
Trimble Business Center
Trimble Pathfinder PRO
TopoDOT for Microstation

Continuing Surveying Services, Florida Hospital, Orange, Osceola, Seminole, and Volusia Counties, Florida: Project Surveyor responsible for providing an array of surveying and mapping services on numerous Florida Hospital, a major healthcare provider, sites. Survey services include: boundary, topographic and sectional work, along with record plats, sketches of description and legal descriptions, right-of-way taking and abandonment exhibits and sketches, design support services, and condominium documents for medical offices.

SR 483 (Clyde Morris Boulevard), Ghyabi & Associates, Inc. for FDOT District Five, Volusia County, Florida: SUE Project Manager for this ongoing 3.4 mile roadway project from south of SR 400 to North of Mayberry Avenue. Duties included coordination of utility designation for over 100,000 lineal feet of subsurface utilities and verify vertical and horizontal locations (VVH) as directed by the Engineer of Record. Mast Arm locations will be certified clear at 12 locations.

Wendy Lee Road Sidewalk, Brevard County Public Works, Titusville, Florida: Survey Project Manager responsible for topographic and right-of-way surveys supporting the design and construction of a new sidewalk along Wendy Lee Drive between Sisson Road and Imperial Estates Elementary School.

North Banana River Drive Pedestrian Improvements, Brevard County Public Works, Merritt Island, Florida: Survey Project Manager responsible for topographic and right-of-way surveys supporting the design and construction of new sidewalks and improvements to the existing bridge over a canal providing access to the Banana River for Merritt Island residents.

Secondary Canal Inventory, Orange County, Florida: Project Surveyor for a canal inventory project utilizing sub-meter mapping grade GPS to locate existing drainage canals and inflow and outflow structures for this project. GPS data was linked to digital photos of structures and canal conditions, using intermediate software. The GPS data and linked images were then converted to ESRI Shapefiles to be incorporated into the Orange County GIS.

Downtown Redevelopment-Phase 1, City of Maitland, Orange County, Florida: Project Technician and Project Surveyor involved with multiple projects involving field data collection and map preparation of topographic and boundary surveys for future development by the City.

Continuing Survey Services, City of Leesburg, Lake County, Florida: Project Manager and primary client contact for continuing services contract awarded in 2008. Services provided included boundary, topographic, or other specific purpose surveys, right-of-way map and or sketch and description preparation. Services performed under this contract also included easement sketch and description revision, right-of-way research, and topographic survey relating to proposed utility easements. Project completed in 2010.

Taxiway A Extension and Seaplane Ramp, AVCON, Inc. for City of Leesburg, Lake County, Florida: Survey Project Manager responsible for topographic and hydrographic surveys to provide information for Focused Environmental Assessment Form including the affected environment, soils, land uses, coastal, construction impacts, protected species, Section 4(f) and 6(f) resources, historical/archaeological/cultural resources, hazardous materials/pollution preventions/solid waste, natural resources, socioeconomic impacts, water quality and wetlands), permitting and mitigation.

North Hancock Road from Florida's Turnpike to CR 561A, Family Dynamics, Inc., Lake County Florida: Survey Project Manager responsible for topographic survey and sketches and descriptions. The project consists of the design of a new 1.2-mile, 4-lane divided urban roadway extension with a 12-foot shared use path through a site with over 100-feet of vertical relief. Coordination with the Florida's Turnpike Enterprise was required as the project connects to the new Minneola Interchange that was designed and constructed simultaneously. The project also included turn lane improvements and super elevation reduction to CR 561A where the project connects to the existing local roadway network. Project included roadway design, drainage design, MSE walls, maintenance of traffic plan for CR 561A using temporary pavement, utility coordination, signing and pavement markings, design survey, right-of-way mapping, environmental permitting, wetlands and sand skink listed species survey.

Mitchell Jarrells, PSM

Survey



Mitchell Jarrells, PSM is a Project Surveyor in DRMP's Surveying and Mapping/ Geomatics Division. In this capacity, his responsibilities include supervision of crew members, project planning, utility coordination, static scanning, obtaining survey data for topographical and boundary surveys, horizontal and vertical control, right of way control, staking alignment, cross-sections, bridge locations, drainage surveys, side street and section work all of which include field calculations.

Mr. Jarrells is experienced in Mobile and Airborne LiDAR data collection and processing. He has performed these services on many FDOT roadway projects in accordance with the latest FDOT Terrestrial Mobile LiDAR guidelines. He has developed and implemented the operational procedures and QA/QC required for successful Mobile LiDAR missions. He is experienced in developing survey deliverables including calibrated LiDAR point cloud tiled in LAS format, DTM and planimetric topographic survey files in Civil 3D format, digital geo-referenced color imagery and field survey/trajectory accuracy reports.

RELEVANT PROJECT EXPERIENCE

SR 471 Resurfacing, FDOT District Five, Sumter County, Florida: While employed with a previous firm, responsible for data collection using Mobile LiDAR for this pavement resurfacing project on SR 471 for 5.2 miles north from the Polk County Line using Riegl VMX-450 Laser Scanning System. The project consisted of collection and processing of mobile LiDAR in accordance with the latest FDOT Terrestrial Mobile LiDAR Guidelines. Deliverables included calibrated LiDAR point cloud tiled in LAS format, DTM and planimetric topographic survey files in Civil 3D format, digital geo-referenced color imagery and field survey/trajectory accuracy report.

SR 15 Resurfacing and Pavement Evaluation, FDOT District Five, Orange County, Florida: At previous firm, served as Project Manager for the collection of Mobile LiDAR for this pavement resurfacing and evaluation project on SR 15 from Lee Road to south of East Lake Avenue using our Riegl VMX-450 Laser Scanning System. This 1.1 mile project consisted of collection and processing of mobile LiDAR in accordance with the latest FDOT Terrestrial Mobile LiDAR Guidelines. Deliverables included calibrated LiDAR point cloud tiled in LAS format, planimetric topographic survey files in Civil 3D format, digital georeferenced color imagery and field survey /trajectory accuracy report.

SR 432 (John Young Parkway) from SR 50 to Shader Road, FDOT District Five, Orange County, Florida: At previous firm, provided photogrammetric design survey on this 2.3 mile widening project for mapping limits extending along SR 423 (John Young Parkway) from SR 50 to Shader Road. Additional areas were surveyed by field survey methods and added to the final files. Digital Terrain Mapping (DTM) and planimetric features were collected using the standard photogrammetric methodology by viewing imagery in 3D. Features, points and break lines are collected similar to that of a survey crew except the LAMP data is a tighter grid of 3D data points. Accuracy of the DTM on the road surface is .05. The photography was secured utilizing helicopter flown at an altitude of 350 feet.

SR 417, Florida's Turnpike Enterprise, Orange County, Florida: In previous role, served as Project Manager for the collection of Mobile LiDAR for a pavement resurfacing project on the SR 417 from Interstate 4 to approximately one mile south of John Young Parkway. The project consisted of collection and processing of mobile LiDAR data and collecting and processing Global Positioning System (GPS) surveying data along the project area for quality control.

Years of Experience
19 Total
<1 With Firm

Professional Registration
Professional Surveyor and Mapper
No. LS6438, Florida, 2003

Professional Surveyor and Mapper
No. 26521, Alabama, 2004

Certification
FDOT Maintenance of Traffic
Airport 16A, 17C and 18B
Riegel Certified in Mobile Lidar Collection and Processing

Education
Bachelor of Science in Surveying and Mapping, University of Florida, 1997

Software Aptitude
AutoCAD
Carlson Survey Software
Grafnet GPS
MicroStation
ReAcquire
RiPrecision
TDS Software
Terra Mode
Trimble Business Center
TopoDOT

DRMP

Ryan Grab, CST II

Subsurface Utility Engineering (SUE)



Ryan Grab, CST II serves as SUE Field Crew Supervisor and Survey Crew Chief/ Survey Technician. In this capacity, his responsibilities include the coordination and supervision of SUE and Survey crews, project planning, utility coordination, and preparation of deliverables.

Mr. Grab's technical experience includes subsurface utility designation (CI/ASCE 38-02 QL-B) and location (CI/ASCE 38-02 QL-A) for large right-of-way projects and smaller sites, and obtaining survey data for the various types of surveys. He has years of experience working with utility designating equipment such as Mala GPR (HDR Pro, RAMAC), RD1000 GPR, EM Locators; Vivax vLoc, 3M Dynatel, Subsite, Metrotech, as well as various survey hardware/software packages such as TSC, TDS Ranger, TDS Survey Pro on HP 48GX, SURVCE on Carlson 600, Robotics, and Allegro with EFB. He has experience with radio and network RTK GPS, and Static GPS, using Trimble, TDS and Carlson software packages.

Years of Experience
17 Total
6 With Firm

Certification
Certified Survey Technician II, #0912-4528, June 2012
Acquisition (Certificate Levels 3 & 5) – US Air Force
CSX e-RAILSAFE System Badge
CSX Roadway Worker Certification
FDOT Maintenance of Traffic
OSHA 10-Hour Safety Training
OSHA 1910.146 Permitted Confined Space
Staking University Electromagnetic Locating Certification, #WA347
Utility Training Academy – Certified Professional Utility Locator

Education
Geodetic Computator #FL12N060460, Florida Department of Education, 2015
Surveyor Assistant #FL 12N060460, Florida Department of Education, 2014
Computer Studies, Community College of the Air Force
Computer Operations/Satellite Data Acquisition Specialist (AFSC 3C051), US Air Force

RELEVANT PROJECT EXPERIENCE

Continuing Surveying Services Contract, Nassau County, Florida: SUE Field Crew Supervisor responsible for providing subsurface utility engineering services in support of this continuing contract. Services under this contract include: Boundary Surveys, Bridge Data Surveys, Center Line Control for County Projects, Control Survey Drawings, Construction & As-Built Surveys, Construction Layout Surveys, Court Exhibit Preparation, Drainage Design Surveys, Eminent Domain Surveys, Environmental Surveys, FDEP and WMD Acquisition Surveys, GPS, GIS, & CaiCE, Hydrographic Surveys, Legal Description (Preparation and/or Verification), Plat Preparation, Plat Review for Compliance with State Statutes, Property Sketches, Retracement Surveys, Right-of-Way Mapping, Roadway Maintenance Maps (Specific Purpose Maps), Special Purpose Surveys, Subsurface Utility Engineering, Topographic Surveys, Tree Surveys, and 3-D Scanning. A sampling of tasks assigned under this contract are provided below:

- **Bryceville Landfill Boundary Survey, Nassau County, Florida**: SUE Field Crew Supervisor on 24.8 acre Parcel. Mr. Grab provided subsurface utility engineering and directed the field crews daily activities.
- **Lofton Creek Landfill Boundary Surveys, Nassau County, Florida**: SUE Field Crew Supervisor on 62.1 acre parcel. Mr. Grab provided subsurface utility engineering and directed the field crews daily activities.

Continuing Survey and Mapping Services, Florida Department of Military Affairs, Statewide in Florida: Survey Crew Chief/SUE Field Crew Supervisor for the Florida National Guard sites statewide providing Boundary and Topographic Surveys. The project tasks for this effort included establishing the project sites on UTM 17N projection, WGS84 Datum utilizing Global Positioning System GPS and compiled the boundary, easements/lease agreements, and topographic data including subsurface utilities into a geo-referenced GIS database inventory utilizing Spatial Data Standards for Facilities Infrastructure, and Environment (SDSFIE) standards.

- **Camp Blanding Special Forces Complex, Florida Army National Guard, Clay County, Florida**: Served as the Survey and SUE Crew Chief, responsible for horizontal and vertical control survey, topographic survey and utility designation (CI/ASCE 38-02 QL-B) and mapping for GIS Database.
- **Camp Blanding USPFO, Florida Army National Guard, Clay County, Florida**: Served as the Survey and SUE Crew Chief, responsible for horizontal and vertical control survey, topographic survey and utility designation (CI/ASCE 38-02 QL-B) and mapping for GIS Database.

Camp Blanding TUAS and Air Field, Florida Army National Guard, Clay County, Florida: Served as the Survey and SUE Crew Chief, responsible for horizontal and vertical control survey, topographic survey and utility designation (CI/ASCE 38-02 QL-B) and mapping for GIS Database. US Highway 1 (Phillips Highway) from Bowden Road to Wishart Street, FDOT District Two, Duval County, FL: Served as a SUE Crew Leader and SUE Field Crew Supervisor for this roadway widening and resurfacing project with FDOT including utility designation (CI/ASCE QL-B) for specific areas through the corridor and utility location (CI/ASCE 38-02 QL-A) test holes for VVH.

SR 26 (W. Newberry Road) from Tower Rd to NW 8th Ave, FDOT District Two, Alachua County, FL: Served as SUE Field Crew Supervisor for this roadway widening and signalization project for FDOT in the form of mast arm or cantilever sign foundation exploratory/clearance holes and 48 utility location (CI/ASCE 38-02 QL-A) test holes for VVH.

Interstate 10 (SR 8) Interchange at US Highway 301, FDOT District Two, Duval County, FL: Served as a SUE Crew Leader and SUE Field Crew Supervisor for this interchange design project with FDOT including utility designation (CI/ASCE 38-02 QL-B) for the entire scope, supported by over 80 exploratory/clearance holes for bridge pile design and 60 utility location (CI/ASCE 38-02 QL-A) test holes for VVH.

SR 10 (Atlantic Blvd) form Arlington Expressway to Monument Road, FDOT District Two, Duval County, FL: Served as a SUE Crew Leader and SUE Field Crew Supervisor for this intersection reconfiguration project with FDOT and JTA including utility designation (CI/ASCE 38-02 QL-B) for the entire scope, supported by 25 exploratory/clearance holes for signal mast arm and sign foundation design and 140 utility location (CI/ASCE 38-02 QL-A) test holes for VVH.

King Street, FDOT District Two, City of St. Augustine, St. Johns County, Florida: Served as the SUE Crew Leader and Utility Coordinator responsible for utility designation (CI/ASCE 38-02 QL-B) and location (CI/ASCE 38-02 QL-A) for the drainage improvement project that included extensive structure foundation exploratory holes for proposed mast arm foundations.

Palm Coast Parkway Widening, City of Palm Coast, Flagler County, Florida: Served as SUE Crew Leader and Utility Coordinator for this 2 mile widening project that required design survey, right-of-way mapping, subsurface utility engineering (CI/ASCE 38-02 QL-A+B), and design survey for off-site retention areas. Over 40,000 linear feet of utilities were mapped for the city on this project.

SR 9B Extension from I-95 to CR 2209, Prosser Hallock, Inc. for FDOT District Two, Florida: Served as Survey Crew Chief in support of the preliminary design. Survey services included topographic and DTM survey to 25-feet outside of proposed right-of-way of project corridor and 15-feet outside Race Track Road right-of-way 500-feet east/west of the two intersections of SR 9B extension, subsurface utility engineering, jurisdictional line survey, sectional/grant survey, control and right-of-way mapping.

SR 9/I-95 Resurfacing Project from Duval County Line to Florida/Georgia State Line, Stantec for FDOT District Two, Nassau County, Florida: Served as Survey Crew Chief for this 12-mile resurfacing project that involved horizontal and vertical control surveys, centerline alignment and right-of-way calculations. Design survey activities were performed to support the engineering design included topographic/DTM surveys, bridge and drainage details, roadway cross sections. To determine cross slope data in tangents by use of conventional survey techniques and aerial surveys in super elevated curves along the project corridor.

SR 9/I-95 Widening (8-10 Laning) from International Golf Pkwy to St John's/Duval County Line, URS Corporation for FDOT District Two, St John's County, Florida: Served as SUE Field Crew Supervisor for this 9-mile limited access widening project. Survey tasks of this project included the establishment the project control, centerline alignment calculations and aerial target control. Design survey activities were performed to support the engineering design included topographic and supplemental DTM survey. Aerial photogrammetry was used due to high traffic volumes along the corridor and supplemented with conventional surveys. DRMP also provided Subsurface Utility Engineering (SUE) services as well. The next phase of this project will include a Control Survey to support the Right of way mapping effort for proposed pond sites.

Joseph A. Roberts, Jr., PE

Structures



Joseph A. Roberts, Jr., PE is a Project Engineer in DRMP's Structures Department. He has been involved in all facets of design ranging from preliminary engineering to final design for both conventional and design-build projects. Mr. Roberts has been responsible for preparation of design calculations, plans production and post-design submittals on a wide range of projects including bridge widenings, bridge replacements, and new bridges.

Mr. Roberts' responsibilities have included design and analysis of superstructure and substructure on a wide range of bridge types. Superstructure design experience includes, Post-Tensioned Concrete U-Beams, Variable haunch prestressed concrete beams, Steel Plate Girders, Florida-I Beams, AASHTO Beams, and cast-in-place flat slabs. Substructure design experience includes, Post-Tensioned Inverted-T Straddle Bent Piers, conventional reinforced concrete piers, pile bents, and piers subject to ship impact. Other duties include, mast arm, cantilever sign, span sign, drilled shaft, box culvert, sheet pile and MSE wall design, bridge load rating and shop drawing review.

RELEVANT PROJECT EXPERIENCE

Miscellaneous Design Consultant Services, WBQ Design and Engineering, Inc. for Central Florida Expressway Authority, Orange County, Florida: Structures Project Designer responsible for miscellaneous structures in support of a contining services contract to provide improvement projects on an as needed basis. Representative projects include:

- **SR 429/Schofield Road Interchange Improvements, Orange County, Florida**: Structures Project Designer responsible for design of a bridge mounted sign for new full interchange between SR 429 and Schofield Road.

Lake County Mainline Resurfacing Project (CR 561 to Sumter County Line Southbound), Protean Design Group, Inc. for Florida's Turnpike Enterprise, Lake County, Florida: Responsible for Load Rating of two existing AASHTO beam bridges spanning Florida's Turnpike. his was a milling and resurfacing and design criteria upgrade project for the southbound lanes of Mainline Turnpike from MP 281.6 to MP 297.8).

US 41 (SR 45) from North of Lamar Avenue (Old Hospital) to Twingate Avenue, FDOT District Seven, Hernando County, Florida: Project Engineer responsible for design of sheet pile walls with concrete facing for the 3R improvements of approximately 2 miles of SR 45 (US 41). This project includes operational/safety improvements at various urban intersections, addition of new sidewalk, replacement of substandard sidewalk/ADA upgrades for sidewalk and bus stops. This project also includes communicating with the City of Brooksville and Hernando County to coordinate the addition of bike lanes and sidewalks on both sides of the road, throughout the project limits. The project involves CSX coordination to add crash walls underneath the existing CSX bridges on US 41.

SR 10 (US 90) over Yellow River, FDOT District Three, Okaloosa Florida: Responsible for load rating of the replacement bridge constructed using Florida I-Beams and consisting of 19 spans over the Yellow River. This project includes medium spans to accommodate difficult construction access. Project challenges include scour, constructability issues with shallow water depths, environmental constraints and existing remnant pile removal. Unique geotechnical conditions dictated that bridge be founded on drilled foundations.

Years of Experience
6 Total
6 With Firm

Professional Registration
Professional Engineer No. 78547, Florida, 2015

Education
Master of Science in Structural Engineering, University of Florida, 2010

Bachelor of Science in Civil Engineering, University of Florida, 2009

Professional Affiliation
American Society of Civil Engineers - Structural Engineering Institute- Board Member

Software Aptitude
FB Multi Pier
FDOT Beam Stability
FDOT Biaxial Column
FDOT LRFD Box Culvert
FDOT LRFD Prestressed Beam
GEOPAK
LARSA 4D (FEM)
MathCAD
MicroStation
RC Pier
Smart Bridge Suite
SPWall 911 Sheet Pile Design
Shoring8
STAAD (FEM)
MDX

Pineda Causeway Grade Separation Overpass, Brevard County, Florida: Structures Project Engineer for this project which involved the design of a grade separated overpass to carry Pineda Causeway over the Florida East Coast Railway which will replace the existing at grade crossing. The project limits begin just east of N. Wickham Road and end just west of US 1. Responsible for design and plans preparation for the bridge which will span the entire FEC right-of-way with a single 116-foot span composed of Florida-I 45 Beams founded on driven concrete piles. Over 3,000-feet of temporary wall will be used to maintain traffic during construction. This project also includes 2,100-feet of permanent retaining wall and traffic signal mast arms.

I-275 (SR 93) Widening, Kisinger, Campo & Associates, Corp. for FDOT District Seven, Hillsborough County, Florida: Project Engineer who assisted in superstructure and substructure design for this project that involved widening three overpass bridges along I-275. All three bridges were super-elevated with a curved alignment. The existing structures consisted of AASHTO Beams and were widened using Florida-I Beams. The foundations included drilled shafts and driven concrete piling in a confined median area. This project is currently in the construction phase.

SR 589 (Veterans Expressway), Florida's Turnpike Enterprise, Hillsborough County, Florida: Structures Project Engineer for this project that involved widening a 2.5-mile stretch of limited access AET toll facility with express lanes from a 4-lane to an 8-lane section from Memorial Highway to north of Barry Road. Structural engineering components included: Bridge Development Report to determine if the existing structures were able to be widened, and structural design and plans production for the widening of two bridge sites (a 2-span continuous steel plate girder bridge and a 3-span AASHTO Beam bridge using Florida-I Beams). The substructure components of the bridge are founded on 18-inch square PPC piles at the end bents and the piers. The project also included complex MOT plans, FAA coordination, the analysis of existing overhead sign span trusses, an existing monotube analysis, proposed cantilever signs, proposed span signs, bridge mounted signs, box culvert extensions and numerous MSE and sheet pile wall designs.

St. Johns Heritage Parkway, Brevard County, Florida: Structures Project Engineer for this project which involved the design of a new segment of the St. Johns Heritage Parkway. St. Johns Heritage Parkway is a five-mile, four-lane facility designed to be expandable to six lanes. The new alignment completes the connection between Phase I and I-95. Responsible for the design and plans preparation for the bridge over Platt's Ranch Access Road. The single span bridge on a curved alignment is 117-feet long and consist of Florida-I 45 Beams on driven concrete piles. The project also includes a signalized intersection at US-192 and retaining walls at the bridge approaches.

CR 229 Widening and Improvements, Bradford County, Florida: Structures Project Engineer responsible for the design of superstructure and substructure components for the cast-in-place flat slab replacement bridge over Gum Creek. Mr. Roberts was also responsible for slope protection details and final computation books.

SR 408 Widening from SR 417 to Alafaya Trail (Contract 408-128), Central Florida Expressway Authority, Orange County, Florida: Structures Project Engineer responsible for the design and plans production of the widening of SR 408 from SR 417 to east of Alafaya Trail. This project was developed as a segment of the SR 408 Widening from four general use lanes to six general use lanes. Located within Orange County, there are four existing SR 408 bridge crossing sites including the Little Econlockhatchee River, Rouse Road, Kehoe Boulevard, and Alafaya Trail. The first three sites are minor bridge widenings while the last is a bridge replacement. SR 408 over the Little Econlockhatchee River includes widening both to the inside as well as closing a ramp gore for safety improvements along with updated drainage along the bridge copings. This widening utilizes Florida-I 36 Beams. The Kehoe bridge widening site include widening to both the inside and outside of the existing SR 408 with AASHTO Type II Beams, foundations include Steel H-piles. The SR 408 over Alafaya Trail bridge replacement uses Florida-U 72 Beams and eliminates an existing median pier thereby allowing an additional turn lane below the crossing.

Jocelyn M. Haisch-Linn, PE

Structures



Jocelyn M. Haisch-Linn, PE is a Project Manager in the Structures Department. Design assignments have included AASHTO girder bridges, minor bridge widenings, pedestrian bridge and bridge barrier retrofits. Other assignments have included pier protection analysis, substandard bridge barrier retrofit, box culvert rehabilitation, overhead sign structure design, cantilever sign structure design, monotube design, aluminum design, bridge-mounted sign design, barrier mounted sign design, mast arm pole design, strain pole design, ITS pole design, high mast and standard light pole special foundation design, shop drawing review, wall design, box culvert design and railroad coordination.

RELEVANT PROJECT EXPERIENCE

Districtwide Miscellaneous Design No. 117 Contract No. C-9789, WBQ Design & Engineering, Inc. for FDOT District Five, Florida:

- **SR 600 (International Speedway Boulevard and CR 4009 (Williamson Boulevard) Intersection Improvements, Volusia County, Florida**: Structures Project Engineer responsible for design of four, 78-foot mast arms located on all four quardrants from Williamson Boulevard to US 1. The nature of the project is to simplify the intersection and improve safety.
- **SR 471 from the North End of the Withlacoochee Bridge to 1.83 miles South of Unnamed Canal, FDOT District Five, Sumter County, Florida**: Structures Project Manager responsible for field investigation of an existing bridge and box culvert. Determined retrofit scheme for thrie-beam guardrail connection to bridge barrier.

SR 415 over St. Johns River, Horizon Engineering Group, Inc. for FDOT District Five, Volusia County, Florida: Structures Project Engineer for the miscellaneous structures including MSE walls and sign structures.

City of Orlando Professional Engineering Services, Orange County, Florida:

- **City of Orlando DMS for City Venues, Orange County Florida**: Structures Project Engineer responsible for designing foundations for two mast arms, one of which included a 29-foot column, and analyzing three existing mast arms under new loading.

Shingle Creek Multi-Use Trail, WBQ Design & Engineering, Inc. for Orange County, Florida: Structures Project Manager and Engineer of Record responsible for design of 3,300-LF of boardwalks and a pedestrian bridge crossing a canal south of Whisper Lake Boulevard. Structures were designed in support of the design of a multi-use trail from the Orange/Osceola County Line to just south of Central Florida Parkway to Sand Lake Road, an approximate length of 10-miles.

Years of Experience
17 Total
13 With Firm

Professional Registration
Professional Engineer No. 60103, Florida, 2003

Education
Master of Science in Civil Engineering, Iowa State University, 1999

Bachelor of Science in Physics, South Dakota School of Mines & Technology, 1995

Professional Affiliation
American Society of Civil Engineers

Software Aptitude
ATLAS
FDOT Adhesive Anchor
FDOT Biaxial Column
FDOT LRFD Box Culvert Program
FDOT Cantilever Overhead Sign Program
FDOT Drilled Shaft Design
FDOT High Mast Light Pole Program
FDOT LRFD Prestressed Beam
FDOT Mast Arm Program
FDOT Rectangular Spread Footing
FDOT Span Overhead Sign Program
FDOT Strain Pole Program
GEOPAK
MathCAD
MicroStation
RCPier
Smart Bridge Program

SR 415 over St. Johns River, Horizon Engineering Group, Inc. for FDOT District Five, Volusia County, Florida: Structures Project Engineer for the miscellaneous structures including MSE walls and sign structures.

Church Street Streetscape, WBQ Design & Engineering, Inc. for City of Orlando, Orange County, Florida: Structures Engineer of Record for 17 mast arm designs (Phase 1 - 9 locations and Phase 2- 8 locations) located at seven separate intersections for this roadway improvements project- a distance of approximately 1.8-miles.

SR 15 (Hoffner Road), Horizon Engineering Group, Inc. for FDOT District Five, Orange County, Florida: Structures Engineer of Record responsible for the design of a 5,000-foot long box culvert, two standard mast arms, and three single-span strain pole systems utilizing two point attachments to the strain poles.

SR 500 (US 441) Widening, FDOT District Five, Lake County, Florida: Structures Engineer of Record responsible for the design of a two box strain pole systems and one three-sided strain pole system utilizing two point attachments to the strain poles. Design was in support of widening 4-miles of SR 500 from Martin Luther King Blvd. to Lake Ella Road in Leesburg, Florida. The design widened the existing 4-lane rural section to a 6-lane high speed urban section. Plans include roadway, drainage, signing/marking, signals, environmental permitting and right-of-way mapping.

Cross Seminole Trail SR 434 Overpass, Seminole County, Florida: Structures Design Engineer responsible for design and plans preparation of an 880-foot long multi-use trail bridge including approach ramps. The main portion of the bridge was comprised of three spans of simply supported Florida U-Beams having lengths of 88, 138, and 88-feet to support a cast-in-place composite deck. The main span substructures were comprised of decorative arch shaped cast-in-place concrete piers supported on spread footings. Façade panels were used to produce architectural cladding on the sides of piers and at ramp landing locations. The project was a design-build contract done in conjunction with Jones Brothers Construction Company and included construction quality control services.

SR 434 Lake Mary Boulevard Pedestrian Bridges at Rinehart Road and at Country Club Road Design-Build, Southland Construction, Inc. for City of Lake Mary, Seminole County. Florida: Structures Project Engineer responsible for the design and plans production of two pedestrian bridges spanning Lake Mary Boulevard. Each of the bridges had a single main span over Lake Mary Boulevard supported by two 153-foot, non-symmetric custom L-shaped prestressed beams. The custom L-shaped beams included complex design and analysis to evaluate out-of-plane bending due to the prestressing of the non-symmetrical beam shape. Special bracing considerations for transporting the members to the site had to be considered due to the length and weight of the beams. These considerations had to be carefully coordinated with the precast producer, Dura-Stress, during the design phase and during the production of the beams. The ramps were composed prestressed slabs and precast pier caps supported by cast-in-place columns and footing caps. The foundations were made up of a combination of pile supported footings in pond locations and shallow spread footings at the remaining locations.

Seminole Wekiva Trail SR-434 Pedestrian Underpass, Horizon Engineering Group, Inc. for Seminole County, Florida: Structures Project Engineer responsible for design and plans preparation of a 255-foot cut-and-cover tunnel used to provide a multi-use trail crossing under SR 434. The trail passes under the SR 434 roadway at a 55-degree skew to the highway alignment. Based on the skewed trail alignment, custom skewed precast tunnel components were designed such that they were consistent with multiple phases of construction. Tunnel components were designed using finite element modeling to evaluate complex bending effects imposed on the box components as a result of applicable load combinations and the skewed geometry.

I-4 Pedestrian Overpass, Seminole County, Florida: Structures Project Engineer for a 1,000-foot long multi-use trail bridge including approach ramps and a cable supported main span of 373-feet over I-4. The main span consisted of a steel frame superstructure supported by stay cables anchored into 950-foot cast-in-place pylons on each side of I-4. The forces of the main span stay cables were resisted by stay cables attached at the top of each pylon in the back spans and anchored into a 3 million pound reaction box on each side of the main span of the bridge. Each reaction box was comprised of a soil filled cast-in-place concrete structure having a length of 65-feet, a width of 18-feet, and a depth of 22-feet serving as the trail deck surface at each location. Specifically responsible for the design and plans production of the main span stay pylons and reaction boxes, including the steel components. Also responsible for the design and plans production of soil filled cast-in-place concrete structures which served as the landing deck surface at corners in the ramp. The project was a design-build contract done in conjunction with Martin K. Eby Construction Company and included construction quality control services.

DRMP

Juan P. Camacho, PE

Signals/Traffic



Years of Experience
18 Total
13 With Firm

Professional Registration
Professional Engineer No. 60031, Florida, 2003
Professional Engineer No. 36459, North Carolina, 2010
Professional Engineer No. 30806, South Carolina, 2013
Professional Engineer No. 31622, Georgia, 2006

Education
Bachelor of Science in Civil Engineering, University of Central Florida, 1998

Software Aptitude
AGI32 (Certified)
AutoCAD
MicroStation
SYNCHRO
VISUAL

Juan P. Camacho, PE is a Senior Project Manager in DRMP's Transportation Division. He is responsible for project management and design of transportation and traffic engineering projects. His experience includes minor roadway widening such as turn-lane additions, extensions and other capacity improvements. His traffic engineering projects include design for signalization, lighting (street lighting, conventional lighting and decorative streetscape lighting) signing and pavement markings and intelligent transportation systems for both major/minor highway and limited access facilities. He also has experience in preparing and analyzing traffic engineering studies for intersection and corridor operations assessments, signal warrant studies, and qualitative assessments.

Mr. Camacho has extensive experience in managing task-based continuing services contracts. He has been involved in over 200 task work orders for a traffic operations push button contract as well as studies produced under a traffic operations safety studies contract. He understands that projects assigned under these types of contracts requires a quick turn-around schedule and can require multiple tasks to be completed simultaneously. He has project experience in both the private and public sector as he was previously employed at Orange County, Florida as a street lighting engineer who oversaw the design and implementation of the County's street lighting program for over 400 miles of County arterial roadways. His project experience includes projects in Florida as well as North and South Carolina.

RELEVANT PROJECT EXPERIENCE

US 1 Intersections Bundle and SR 600 from Emmett Street to North Charles Street, FDOT District Five, Brevard and Volusia Counties, Florida: Project Manager responsible for roadway/traffic improvements at several intersections along SR 5/US 1 and SR 600/US 92 from Emmett Street to North Charles Street. Specifically, he is responsible for design of traffic signal improvements to install mast arms at five intersections along SR 5/US 1 including at Hibiscus Boulevard, SR 500 (US 192), Ballard Drive/Babcock Street, Prospect Avenue and New Haven Avenue. He is also responsible for drainage improvements to mitigate flooding issues on SR 600/US 92 from Emmett Street to North Charles Street by constructing additional curb inlets and replacing the existing storm drain trunkline with a larger pipe system.

SR 483, DOT District Five, Volusia County, Florida: Engineering of Record for Signalization and Signing and Marking component of project which included a pavement design, typical section package, roadway design, signalization design, signing and pavement marking design and electronic submittal for adding a turn lane at the intersection of N. Clyde Morris Boulevard and Mason Avenue.

SR 111 (Edgewood Avenue) Intersection Reconstruction, FDOT District Two, Duval County, Florida: Signalization Engineer of Record to upgrade seven intersections to mast arms with fiber optic interconnect along a two mile segment of roadway. Designs included developing specifications for fiber optic communications equipment, extensive utility coordination and permitting for a CSX crossing.

SR 152 (Baymeadows Road) Intersection Reconstruction, FDOT District Two, Duval County, Florida: Signalization Engineer of Record to upgrade three intersections to mast arms with fiber optic interconnect. Designs included developing specifications for fiber optic communications equipment and extensive utility coordination.

PGA Boulevard, FDOT District Four, Palm Beach County, Florida: Signalization Engineer of Record for three signalized intersections in a heavily urban area. Plans included utility location plans, utility coordination, replacement of mast arms and strain pole signals at the three locations.

Rollins Avenue Realignment, Florida Hospital, Orange County, Florida: Signalization Engineer of Record for relocated intersection of Rollins and Alden Road. Plans included interconnect and railroad pre-emption.

Sybelia Parkway, City of Maitland, Orange County, Florida: Signalization Engineer of Record for new signalized intersection at US 17/92. Plans included new mast arm design and interconnect plans.

CR 707, Martin County, Florida: Traffic Engineer for a 0.6 mile roadway reconstruction project from just west of Key Drive to just east of Seahorse Boulevard. Responsibilities included designing signing and pavement marking and decorative lighting. Project includes new roundabout and streetscape elements.

Palm Beach County Retiming, Palm Beach County, Florida: Served as Signal System Retiming Project Manager to retime six arterial roadways in Palm Beach County. Project included developing base networks in SYNCHRO, developing retiming plans for five time-of-day plans and implementation on each corridor. Project included project documentation.

Signal System Retiming, Brevard County, Florida: Served as design engineer for a Signal System Retiming project involving signals within Brevard County. Mr. Camacho developed and implemented weekday and weekend timing plans. He was also involved in developing project documentation.

Districtwide Traffic Operations Safety Studies Consultant Contract No. C-7917, Metric Engineering, Inc. for FDOT District Five, Florida: DRMP Project Manager for districtwide studies contract which included qualitative assessments, left-turn phase warrants, signal warrant analysis, intersection analysis, spot-speed studies, lighting justification reports and crash analysis. He was the engineer of record in over a dozen task work order studies during this contract.

- **I-95 at SR 514, Brevard County, Florida**: Engineer of record for qualitative assessment at the southbound I-95 off ramp and SR 514. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **US 27 at Hubbard Street, Lake County, Florida**: Engineer of record for qualitative assessment of intersection operations. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **US 1 at Suntree Boulevard, Brevard County, Florida**: Engineer of record for left turn phase warrant for the southbound left turning movement on US 1 at Suntree Boulevard. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **SR 526 at Summerlin, Orange County, Florida**: Engineer of record for left turn phase warrant for the northbound left on SR 526 at Summerlin. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **US 17/92 at E. French Avenue, Volusia County, Florida**: Engineer of record for left turn phase warrant for northbound left turn from US 17/92 to E. French Avenue. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **SR 40 and SE 176th Street, Marion County, Florida**: Engineer of record for qualitative assessment of intersection operations. Recommendations for improvement were developed based on field observations, traffic counts, and crash data.
- **SR 434 at Artesia, Seminole County, Florida**: Engineer of record for qualitative assessment and signal warrant analysis at SR 434 and Artesia. Recommendations for improvement were developed based on field observations, traffic counts, delay study and crash data.

Mark E. Puckett, PE

Construction Engineering Inspection



Mark E. Puckett, PE has been employed with DRMP since 1999 and has 30 years of experience in construction engineering inspection of major road and bridge projects.

Mr. Puckett is Vice President and CEI Division Manager and currently supervises 70+ CEI employees assigned to various projects throughout Florida, North Carolina and Virginia. He also serves as the Senior Project Engineer on FDOT construction projects. Responsibilities include administration of major road and bridge projects; overseeing daily inspection assignments, documentation, preparation of monthly and final estimate packages; preparation of analysis of recommendation of contractor request for extra time and/or cost; negotiation of extra cost with the contractor; coordination and compliance assurance with all environmental permits; monitoring of project schedules; and holding weekly job progress, utility coordination and construction coordination meetings.

RELEVANT PROJECT EXPERIENCE

South Williamson Boulevard (Pioneer CDD), Ormond Beach, Florida (August 2015 to July 2016): Mr. Puckett served as the Senior Project Engineer on the four lane widening and extension project from Pioneer Trail to Airport Road. Contract amount is $557,753.

Leesburg Wildwood Trail, FDOT District Five, City of Leesburg, Sumter County, Florida: Mr. Puckett served as the Senior Project Engineer on this LAP project that consisted of the construction of a 15-foot wide, 3.5-mile long asphalt paved pedestrian trail. Additional scope of work includes the removal of existing railroad ties, the construction of a historical railroad interpretive display, the construction of a shade structure and kiosk, the installation of pedestrian amenities (including benches, trash cans, bike racks, and picnic table), landscaping, signing and pavement marking, erosion control, and maintenance of traffic. Design was completed in 2013.

City of Winter Springs LAP Project Intersection of SR 434 and Tuskawilla Road, City of Winter Springs, Seminole County, Florida: Mr. Puckett served as the Senior Project Engineer for this City of Winter Springs LAP project. This $1.5 million project included work to reconstruct a new drainage system along a frontage road and complete reconstruction of that 1,400 LF road. The drainage construction included installation or modification of 24 drainage structures along with the associated pipe installation. Extensive installation of brick pavers, curb and gutter, fountain modifications and courtyard construction was included. The intersection of Tuskawilla Road and SR 434 was milled and resurfaced with both structural and friction course asphalt. ADA compliance was maintained and constructed, as well as erosion control and maintenance of traffic measures. DRMP provided all administration responsibilities, including field inspection, material sampling, and contract compliance. The office of Vince Vacchiano, District Five Special Projects, was the Department's oversight.

Years of Experience
29 Total
16 With Firm

TIN
P230545630590

Professional Registration
Professional Engineer No. 45974, Florida, 1992
Professional Engineer No. 22345, North Carolina, 2007
Professional Engineer No. 99595, Texas, 2007
Professional Engineer No. 22444, Georgia, 1995
Professional Engineer No. 27298 South Carolina, 2009

Education
Bachelors of Science in Civil Engineering - Construction, North Carolina State University, 1986

CTQP
Final Estimates - Levels I & II
QC Manager

FDOT
Advanced Maintenance of Traffic
Critical Structures – Self Study
Disputes Review Board Member
Project Engineer's School

Other Certifications
FDEP Stormwater Management Inspector
NHI Safety Inspection of In-Service Bridges
Nuclear Density Gauge Safety
Florida Engineering Leadership Institute, FICE, Class of 2013

DRMP

Jim W. Highland, PE
Lighting



Jim W. Highland, PE is a Project Manager and DRMP's Traffic Engineering Department Manager. He has managed various contracts for municipalities and the FDOT. In that capacity, his duties involve assigning resources to various projects and managing project schedules. His experience in traffic engineering design has included technical engineering analysis, design of minor intersection reconstruction, signalization plans, lighting plans and Intelligent Transportation Systems (ITS). Mr. Highland has experience in performing traffic engineering studies including analyzing traffic operations for both intersections and corridors.

His project experience in traffic engineering includes working for municipalities, FDOT Districts One, Two, Three, Four, Five and the Florida's Turnpike Enterprise. Through these projects, he has gained a thorough knowledge of work zone safety regulations, procedures for permitting, utility coordination, specification development, public information process, and overall plans preparation.

Years of Experience
15 Total
15 With Firm

Professional Registration
Professional Engineer No. 68240, Florida, 2008

Education
Bachelor of Science in Civil Engineering, Southern Illinois University at Carbondale, 2002

Software Aptitude
AGI32
GEOPAK
GuidSIGN
MicroStation
SYNCHRO
VISUAL

Professional Affiliation
American Society of Civil Engineers

RELEVANT PROJECT EXPERIENCE

I-4 and I-95 Interchange Lighting Projects, FDOT District Five, Volusia and Flagler Counties: Project Manager and Engineer of Record responsible for the design and development of construction plans and a Lighting Design Analysis Report for complete interchange lighting systems at 10 interchanges along I-4 and I-95 in Volusia and Flagler Counties. The project is composed of LED high mast lighting and LED conventional lighting at various interchanges designed to the latest FDOT design standards. The design includes side street, sidewalk, underdeck and intersection and pedestrian lighting as well as wall mount pilaster light pole retrofit details and spread footer details. The project includes coordination with several stakeholders such as utility companies, railroad, FAA and environmental agencies as well as coordination with ongoing projects.

I-10 Interchange Lighting Projects, FDOT District Two, Madison, Columbia and Baker Counties, Florida: Project Manager and Engineer of Record responsible for the design and development of construction plans and a Lighting Design Analysis Report for complete interchange lighting systems at 6 interchanges along I-10 in Madison, Baker and Columbia Counties. The project is composed of LED high mast lighting and LED conventional lighting at various interchanges designed to the latest FDOT design standards. The design includes side street, sidewalk, underdeck and intersection lighting as well as special foundation design. The project includes coordination with several stakeholders such as utility companies, railroad, FAA and environmental agencies as well as coordination with ongoing projects.

SR 91 (Florida's Turnpike Mainline) Widening from SR 50 Interchange to Minneola Interchange, Florida's Turnpike Enterprise, Orange and Lake Counties, Florida: Serving as Lighting Engineer of Record for the widening of 6-miles of SR 91 from a 4-lane to 8-lane limited access toll facility with two inside express toll lanes separated by a 4-foot buffer with delineators in each direction. The project will also replace bridge structures at five locations along SR 91. Plans include AET toll gantries, roadway, drainage, utilities, signing and pavement markings, MOT, structures, lighting, ITS, environmental permitting and surveying. The project also includes the purchase of right-of-way. This project is currently in design.

SR 528 (Beachline) Widening from I-4 to Florida's Turnpike, Florida's Turnpike Enterprise, Orange County, Florida: Traffic Engineer of Record for Lighting and ITS design for the widening of 4.3-miles of SR 528 from a 4-lane to 8-lane limited access toll facility with two inside express toll lanes separated by a 4-foot buffer with delineators in each direction. Plans included design toll gantry, roadway, drainage, signing and pavement markings, MOT, structures, lighting, signals, ITS, environmental permitting, and surveying.

SR 528 (Beachline) Widening from Florida's Turnpike to McCoy Road, Florida's Turnpike Enterprise, Orange County, Florida: Served as Traffic Engineer of Record for the Lighting design for the widening into the median of 4-miles from 6-lanes to 8-lanes by adding one express lane in each direction separated by a 2-foot buffer with delineators. Plans include roadway, drainage, bridge widenings (Florida's Turnpike, US 441 and Landstreet Rd.) as well as modifications to the existing toll gantry/cash toll plaza, signing and pavement markings, MOT, lighting, ITS, environmental permitting and surveying.

SR 202 (John Turner Butler Boulevard)/SR 115 (Southside Boulevard), FDOT District Two, Duval County, Florida: Lighting Engineer of Record responsible for preparation of the lighting design analysis report (LDAR) and lighting design for the SR 202/SR 115 interchange loop ramp safety improvements project. The interchange safety improvements project for the lighting consisted of designing a high mast/conventional hybrid lighting system to increase light levels and remove existing light pole locations that were in high crash areas. The purpose of the LDAR was to provide an analysis and recommendation of the type of lighting fixtures, mounting heights and spacing for the ramp lighting within in the project limits.

SR 528 (Beachline) Orlando South Interchange Improvements (MP 4), Florida's Turnpike Enterprise, Orange County, Florida: Engineer of Record for lighting design for the new Ramp X bridge over US 441. Project improves the capacity of the existing Orlando South Interchange including roadway resurfacing, ramp reconstruction and new bridge construction for the SR 528 Beachline and US 441 ramps serving the SR 91 (Florida's Turnpike) Mainline Toll Plaza. The plans include design for roadway, drainage, environmental and permitting, utilities, structures, signing and pavement markings, lighting and survey.

Continuing General Engineering Consultant, City of Lakeland, Polk County, Florida: Served as an Engineer for this General Municipal Engineering Services contract with the Lakeland Electric and Water Department. Under these contracts, DRMP has served the City of Lakeland's Departments of Public Works and Community Development and has provided a broad range of services including transportation planning, traffic analyses and parking studies, preliminary engineering studies, roadway planning and design, trail planning and design, general civil engineering, stormwater management, environmental permitting and construction engineering inspection.

- **SR 33 Widening Project, Polk County, Florida**: Engineer or Record for lighting design for the widening of SR 33 from a 2-lane rural section to 4-lane suburban section. The widening was centered along its current alignment from south of the I-4/SR 33 Ramps to north of Deeson Point Boulevard/Old Combee Road, a distance of approximately 1.4 miles. SR 33 was designed as a 4-lane divided suburban roadway within the existing right-of-way, including the required stormwater management facilities. Signal modifications and the addition/modification of turn lanes were designed at the intersections with the I-4 ramps, Old Combee Road, and Deeson Point Boulevard.

SR 45 (US 41/Tamiami Trail) at Piney Point Road Intersection Improvements, FDOT District One, Manatee County, Florida: Traffic Project Designer responsible for the lighting and plans preparation in support of this reconstruction of the existing US 41 4-lane rural roadway at the intersections of Piney Point and Dock Street to rigid concrete pavement. Project Length - .42 Miles Dates - February 2013 - April 2016 Reference - Joe Lauk (863-519-2750)

SR 589 (Suncoast Parkway 2), Florida's Turnpike Enterprise, Hernando and Citrus Counties, Florida: Engineer of Record for lighting plans at the SR 589 and US 98 Interchange in support of the design of approximately 9-miles of roadway. The overall project was a new limited access highway to extend the Suncoast Parkway. The complete design included plans for: roadway, drainage, bridge, signing and pavement markings, signals, lighting, right-of-way mapping and environmental permitting.

A. Max Brewer Bridge Replacement Design-Build, FDOT District Five, Brevard County, Florida: Provided roadway lighting design for a new 3,207-foot high level bridge over the Indian River and the Intracoastal Waterway to replace an existing swing span bridge, a 300-foot long cast-in-place concrete fishing pier and a 200-foot long, 4-span double-tee beam pedestrian bridge over the Indian River Relief Channel. Mr. Highland was also responsible for aesthetic pier lighting, navigational lighting and fishing pier lighting. Project consists of bridge design, roadway reconstruction, traffic, lighting, environmental, drainage, Maintenance of Traffic and signing/pavement marking.

Nicholas D. DeVito, PE
Lighting



Nicholas D. DeVito, PE is a Project Manager in DRMP's Traffic Engineering Department. His experience in traffic engineering design includes signing and pavement marking, signalization, lighting, Intelligent Transportation Systems (ITS), traffic studies, and signal re-timing. He is currently responsible for engineering analysis, design, and project management.

He has provided traffic design services for projects ranging from continuing contracts as well as minor intersection improvements to major roadway construction and limited access facilities. His experience spans a variety of clients from FDOT Districts One, Two, Three, Five, Seven, Florida's Turnpike Enterprise, Central Florida Expressway Authority and various counties and cities.

Years of Experience
10 Total
10 With Firm

Professional Registration
Professional Engineer No. 78448, Florida, 2015

Certification
IMSA Traffic Signal Technician Level II

Education
Bachelor of Science in Civil Engineering, Ohio State University, 2005

Software Aptitude
AGi32
AutoDesk
FDOT Multi-Post Sign
GuideSign
GEOPAK
MicroStation
SYNCHRO
TRU-TRAFFIC

RELEVANT PROJECT EXPERIENCE

I-4 and I-95 Interchange Lighting Projects, FDOT District Five, Volusia and Flagler Counties, Florida: Lighting Designer for the design and development of construction plans and a Lighting Design Analysis Report for complete interchange lighting systems at 10 interchanges along I-4 and I-95 in Volusia and Flagler Counties. The project is composed of LED High mast lighting and LED conventional lighting at various interchanges designed to the latest FDOT design standards. The design includes side street, sidewalk, underdeck and intersection and pedestrian lighting as well as wall mount pilaster light pole retrofit details and spread footer details. The project includes coordination with several stakeholders such as utility companies, railroad, FAA and environmental agencies as well as coordination with ongoing projects.

I-10 Interchange Lighting Projects, Madison, Baker and Columbia Counties, District Two, Florida: Lighting Designer for the design and development of construction plans and a Lighting Design Analysis Report for complete interchange lighting systems at 6 interchanges along I-10 in Madison, Baker and Columbia Counties. The project is composed of LED High mast lighting and LED conventional lighting at various interchanges designed to the latest FDOT design standards. The design includes side street, sidewalk, underdeck and intersection lighting as well as special foundation design. The project includes coordination with several stakeholders such as utility companies, railroad, FAA and environmental agencies as well as coordination with ongoing projects.

SR 15/SR 600 (US 17/92) Interchange at SR 436 Design-Build, Lane Construction Corporation for FDOT District Five, Seminole County, Florida: Traffic Project Designer for signalization, ITS and signing and pavement markings in support of roadway widening and SPUI project along an urban area. Project consisted of upgrading three signalized intersections to comply with the latest FDOT design criteria, fiber interconnect, replacement of TMS, and development of coordinated timings for the corridor. The ITS consisted of upgrading and maintaining the fiber network and the replacement of the AVI and CCTV devices. Project limits on SR 15 extend from Prairie Lake Drive to Sunnytown Road. Limits along SR 436 extend from Oxford Road to west of SR 15.

Wekiva Parkway Section 206 (Contract 429-206), Central Florida Expressway Authority, Lake County, Florida: Traffic Project Designer for the traffic engineering design of a new 1.7-mile, 6-lane limited access roadway from east of Round Lake Road to the Lake County/Orange County Line. The project includes the design of the proposed intersection of SR 453 terminus at SR 46 and connection to the SR 46 existing 2-lane roadway just east of Round Lake Road. ITS design and plans consisted of a new gigabit fiber network with supporting ITS devices (DMS, CCTV, DCS, VDS and ADMS.) The signal design and plans consisted of a new mast arm layout and fiber interconnect at one intersection.

Mainline Turnpike Widening, Florida's Turnpike Enterprise, Orange County, Florida: Traffic Project Designer for roadway mainline widening (6-lanes to 8-lanes) and ramp reconstruction project. Project consisted of designing the replacement of the existing Gigabit Ethernet Fiber Optic Communications network and supporting devices (CCTV, VDS, DMS and TS/AVI Readers), which included both a temporary and permanent network configuration. Project also included the replacement of the existing county fiber network cable and drops for signalization interconnect within the project limits. Technical Specifications were developed for all equipment as required as well as wiring diagrams for each local hub. Mr. DeVito provided traffic engineering design and plan production for the ITS, lighting and signing and pavement markings of SR 91 and exit/entrance ramps from Beulah to SR 50.

SR 434 Design-Build, Southland Construction, Inc. for FDOT District Five, Seminole County, Florida: Traffic Project Designer for roadway widening (4-lanes to 6-lanes) project along an urban area. Mr. DeVito provided traffic engineering design plan production for signalization and signing and pavement markings. Project consisted of upgrading three signalized intersections to comply with the latest FDOT design criteria, fiber interconnect, replacement of TMS, and development of coordinated timings for the corridor. Project limits extend from SR 414 (Maitland Boulevard) to north of Trailwood Drive.

St. Johns Heritage Parkway Southern Project, Brevard County Public Works, Brevard County, Florida: Lead Project Engineer for the signalization and signing and pavement marking design for this 2-lane divided suburban roadway that can be expanded to a future 4/6-lane section. The original project was split into 2 sections, with the southern section from the Melbourne City limits to US 192, being schedule first for construction. This project included 3.1-miles of new 2-lane roadway improvements and 0.3-miles of side street widening improvement along US 192. This project involved stormwater design, environmental permitting, intersection design, roadway design, bridge design, utility coordination, right-of-way mapping and pedestrian features. The drainage design provided for the future 6-lane widening of the Parkway in the design of the stormwater conveyance systems and the five retention/detention treatment facilities. A single span, 2-lane, 102-foot long bridge was designed for farm access and a concrete box culvert at Canal C-84 was also structurally designed. A new traffic signal was designed at the intersection of the St. Johns Heritage Parkway and US 192. The project involved intensive coordination with outside agencies including; FHWA, FDOT District Five, The City of Palm Bay, SJRWMD, USACOE, FFWCC, USFWS, FDEP and the Melbourne-Tillman Water Control District.

St. Johns Heritage Parkway Northern Project, Brevard County Public Works, Brevard County, Florida: Lead Project Engineer for the signalization and signing and pavement marking design for this 4-lane divided suburban roadway that can be expanded to a future 6-lane section. The original project was split into 2 sections, with the Northern section, from US 192 to where it ties into FDOT's SJHP project, being scheduled later for construction. This project includes 1.0-miles of new 4-lane roadway improvements and 0.3-miles of side-street turn lane widening improvements along US 192. This project involved stormwater design, environmental permitting, intersection design, roadway design, utility coordination, right-of-way mapping, and pedestrian features. The drainage design provides for the future 6-lane widening of the Parkway in the design of the stormwater conveyance systems and the three retention/detention treatment facilities. The project also includes the design of a 59.4-acre joint use floodplain compensation pond. Future traffic signal modifications were also designed for the turn lane additions at the intersection of St. Johns Heritage Parkway and US 192. The project involved intensive coordination with outside agencies including; FHWA, FDOT District Five, SJRWMD, USACOE, FFWCC, USFWS, FDEP and the Melbourne-Tillman Water Control District.

DRMP

Theresa Y. Shaw

Utility Coordination



Theresa Y. Shaw serves as a Project Designer and Utility Coordinator in DRMP's Transportation Division. In her present capacity, she has served as Lead Designer/ Engineer for numerous major projects for the Central Florida Expressway Authority, FDOT, counties, cities, and private land development. Mrs. Shaw is proficient and experienced in the setting of highway geometrics for line grade and cross-sections. She supervises other technical staff in the preparation of plans, typical section, cross sections, and plan profile sheets.

Years of Experience
36 Total
33 With Firm

Certification
FDOT Advanced Maintenance of Traffic
FDOT Asphalt Inspection, Consultant Series

Education
Lake Sumter Community College
Valencia Community College

Software Aptitude
AutoTURN
GEOPAK
MicroStation
SureTrak

RELEVANT PROJECT EXPERIENCE

SR 528 (Beachline) Orlando South Interchange Improvements (MP 4.5), Florida's Turnpike Enterprise, Orange County, Florida: Provided utility coordination for this $11.7 million construction project which included improvements to the Orlando South Interchange including roadway resurfacing, ramp reconstruction and new bridge construction for the SR 528 Beachline and US 441 ramps serving the SR 91 (Florida's Turnpike) Mainline Toll Plaza.

SR 528 (Beachline) Widening from I-4 to Florida's Turnpike, Florida's Turnpike Enterprise, Orange County, Florida: Provided utility coordination and roadway design for widening 4.3 miles of SR 528 from a 4-lane to 8-lane limited access toll facility with two inside express toll lanes separated by a 4-foot buffer with delineators in each direction. Plans include roadway, drainage, bridge widenings with FIBs (three sites), replacement bridges (one site), new ramp bridges (two sites), toll gantry, signing and pavement markings, MOT, lighting, signals, ITS, environmental permitting, and surveying.

SR 528 (Beachline) Widening from Florida's Turnpike to McCoy Road, Florida's Turnpike Enterprise, Orange County, Florida: Provided utility coordination and roadway design for the widening into the median of 4-miles from 6-lanes to 8-lanes by adding one express lane in each direction separated by a 2-foot buffer with delineators. Plans include roadway, drainage, bridge widenings (Florida's Turnpike, US 441 and Landstreet Road) as well as modifications to the existing toll gantry/cash toll plaza, signing and pavement markings, MOT, lighting, ITS, environmental permitting and surveying.

Palm Coast Parkway Widening, City of Palm Coast, Flagler County, Florida: Provided utility coordination for this roadway widening improvement of a 4-lane suburban section to a 6-lane urban facility. The project began 500-feet west of Cypress Point Parkway/Boulder Drive and extends to Old Kings Road. The project is approximately 1.5 miles in length. The project required design services for roadway, drainage, signing and pavement marking, signalization, lighting, landscape and structural. The project also included public involvement and one public meeting. This was a LAP project between the City of Palm Coast and FDOT District Five.

SR 417 Widening (Contract 417-107), Orlando-Orange County Expressway Authority, Orange County, Florida: Provided utility coordination for this 4-mile project which added two lanes in each direction to the existing 4-lane expressway from SR 528 to Curry Ford Road. Ramps serving two interchanges and the existing mainline toll plaza were re-aligned, and major drainage, signing and lighting upgrades were included. The bridge over Lee Vista Boulevard was widened to the median. Soundwalls were constructed along 0.8 miles of the east right of way line.

SR 100 Sidewalk Design, Flagler County, Florida: Provided utility coordination for the construction of a 5-foot sidewalk along the northside of SR 100 from Bulldog Drive to Roberts Road. SR 100 is a rural roadway and the sidewalk was designed close to the right-of-way. The project also included updating the drainage ditches based on the proposed sidewalk impacts and adding pedestrian features at the signalized intersections within the project limits. This project was designed per FDOT standards and was a LAP funded project.

DRMP

Allen W. Schrumpf, PE

Quality Assurance/Quality Control



Allen W. Schrumpf, PE is the Quality Control Manager (QC) for the Transportation Division of DRMP. In that role, he is responsible for developing all project QC plans, supervising all QC reviews, and preparing QC documentation. He also provides these review services to other consulting firms and public agencies on an independent contract basis.

He has also delivered seminars on the methods to administrate an effective Quality Control Manager Program at FDOT Project Management Training and APWA conferences. To date, his review efforts number in excess of 600 different transportation projects in study and final design phase of all project sizes and types.

Years of Experience
40 Total
24 With Firm

Professional Registration/ Certification
Professional Engineer No. 41673, Florida, 1989
Professional Engineer No. 29374, Alabama, 2008
Professional Engineer No. 032366, Georgia, 2007
Professional Engineer No. 033463, North Carolina, 2007
Professional Engineer No. 25742, South Carolina, 2007

Certification
FDOT Advanced Maintenance of Traffic #15631 (Expires March 2020)

Education
Bachelor of Engineering,
Stevens Institute of Technology, 1976

Professional Affiliation
American Society of Civil Engineers
American Society of Highway Engineers
Florida Engineering Society, Florida
Institute of Consulting

RELEVANT PROJECT EXPERIENCE

Continuing General Engineering Consultant, City Of Lakeland, Florida: Serves as Quality Control Manager for this General Municipal Engineering Services contract with the Lakeland Electric and Water Department. Under these contracts, DRMP has served the City of Lakeland's Departments of Public Works and Community Development and has provided a broad range of services including transportation planning, traffic analyses and parking studies, preliminary engineering studies, roadway planning and design, trail planning and design, general civil engineering, stormwater management, environmental permitting and construction engineering inspection.

- **SR 33 Widening, City of Lakeland, Florida**: Quality Control Manager for the widening of SR 33 from a 2-lane rural section to 4-lane suburban section. The widening was centered along its current alignment from south of the I-4/SR 33 Ramps to north of Deeson Point Boulevard/Old Combee Road, a distance of approximately 1.4 miles. SR 33 was designed as a 4-lane divided suburban roadway within the existing right-of-way, including the required stormwater management facilities. Signal modifications and the addition/modification of turn lanes were designed at the intersections with the I-4 ramps, Old Combee Road, and Deeson Point Boulevard.

- **Waring Road, City of Lakeland, Polk County, Florida**: Quality Control Manager for this new north/south alignment between Medulla Road and West Pipkin Road for approximately one mile in length. Plans were prepared for the first two lanes of a future 4-lane roadway. Stub outs for drainage, and grading for widening were shown on the plans and pond was sized for the future conditions. Project also included widening West Pipkin Road for a new intersection and improvements and realignment of Medulla Road at Airside Center Drive for a total project length of 1.4-miles. Design included: earthwork, storm drainage retention ponds, pipe and drainage structures, box culvert extensions, a gravity wall, sidewalk, base, asphalt paving, (including new construction, widening, and milling and resurfacing), signalization, signing and pavement marking, and right of way maps.

Palm Coast Parkway Widening, City of Palm Coast, Flagler County, Florida: Quality Control Manager for this roadway widening improvement project for the Palm Coast Parkway. The Palm Coast Parkway design included widening a 4-lane suburban section to a 6-lane urban facility. The project began 500 feet west of Cypress Point Parkway/ Boulder Drive and extends to Old Kings Road. The project required design services for roadway, drainage, signing and pavement marking, signalization, lighting, landscape and structural. The project included design and right-of-way survey, subsurface utility location services and the development of parcel sketches and descriptions. The

project also included public involvement and one public meeting. This was a LAP project between the City of Palm Coast and FDOT District Five.

Old Kings Road Widening, City of Palm Coast, Flagler County, Florida: Quality Control Manager for this roadway widening from a 2-lane rural section to a 4-lane urban divided facility approximately 4 miles from south of Palm Coast Parkway to Forest Grove Drive. The 4-lane facility will be a divided urban arterial roadway with two, 11-foot lanes in each direction, curb and gutter with a closed drainage system, a 15.5-foot median, a 4-foot utility strip behind the back of curb and a concrete sidewalk on both sides of the road. The project includes: highway design, pavement design, drainage improvements and permitting, utility coordination, miscellaneous structures, signing and pavement markings, signalization, lighting, design and right-of-way surveying and subsurface utility engineering.continuing

Districtwide Constructability, Bidability, Scheduling Consultant Contract No. C-211, FDOT District Five, Florida: Project Manager responsible for providing multiple, simultaneous constructability/bidability and scheduling reviews for the Department on a task work order basis for Department projects. Also, provided independent professional analysis and recommendations on design, environmental issues, permitting, right of way, utility coordination, joint project agreements, maintenance of traffic, and construction methods and procedures. The nature of the Constructability/Biddability Reviews included roadway and bridge design projects, highway and bridge rehabilitation projects, resurfacing projects, public transportation facilities, lighting, signalization, landscaping and irrigation enhancement projects and others as deemed appropriate by the Department. Constructability/Biddability Reviews included a field visit, notation of special environmental or job-site conditions, and a thorough review of plans, specifications, contract documents and bid items. 56 task work orders were completed under this contract (totaling $750 million in construction) in a one-year period.

Stormwater Design & Studies, City of Leesburg, Lake County, Florida: Quality Control Manager on this continuing services contract that issues various stormwater engineering tasks as needed by the City. Tasks may include: stormwater design and studies, NPDES program implementation support, Total Maximum Daily Load (TMDL) support services and floodplain management services. Representative projects to date include:

- **Heritage Estates and Lake Griffin Stormwater Park Grant Funding Assistance, City of Leesburg, Florida**: Quality Control Manager for these projects to remove phosphorus from stormwater into Lakes Harris and Griffin alongside a future recreational trail. Heritage Estates project will have linear stormwater swales providing treatment for 46.4 acres of urban land contributing to Lake Harris, approximately .033 miles long. Lake Griffin project will have a wet detention pond in-line with an existing wetland providing treatment for 42.1 acres of urban land contributing to Lake Griffin. Mr. Schrumpf also served as the Roadway Engineer of Record for the TTCP.

SR 15/SR 600 (US 17/92) Interchange at SR 436 Design-Build, The Lane Construction Corporation for FDOT District Five, Seminole County, Florida: Quality Control Manager for this $22 million project for the design and construction of a single-point urban interchange to improve traffic capacity and safety at SR 15/600 (US 17/92) and SR 436 in the City of Casselberry. The interchange will elevate four lanes of SR 15/600 (US 17-92) over SR 436 at what was previously one of the most congested at-grade intersections in Florida. The bridge over SR 436 will be constructed using concrete FIB 96 beams. Detailed geometry was designed for the intersection to accommodate triple and double left movements. The complete design included plans for: roadway, drainage, bridge, MSE walls, miscellaneous structures, signing and pavement marking, signalization, ITS, lighting, MOT, surveying, permitting and public involvement.

US 1 Intersections Bundle and SR 600 from Emmett Street to North Charles Street, FDOT District Five, Brevard and Volusia Counties, Florida: Quality Control Manager for roadway/traffic improvements at several intersections along SR 5/US 1 and SR 600/US 92 from Emmett Street to North Charles Street. This project included the design of traffic signal improvements to install mast arms at five intersections along SR 5/US 1 including at Hibiscus Boulevard, SR 500 (US 192), Ballard Drive/Babcock Street, Prospect Avenue and New Haven Avenue. It also included drainage improvements to mitigate flooding issues on SR 600/US 92 from Emmett Street to North Charles Street by constructing additional curb inlets and replacing the existing storm drain trunkline with a larger pipe system.

David C. Lowe

Quality Assurance/Quality Control



David C. Lowe is a Senior Project Manager in the General Civil Department where his responsibilities include managing civil site design for hospitals, medical office buildings, commercial site development, subdivisions and theme parks. He is also responsible for QA/QC review of plans prior to construction.

Mr. Lowe's experience has given him a broad range of expertise. His work has included projects from small commercial site plans to large shopping centers. He has worked on large phased subdivision communities that have spanned eighteen years. His duties have ranged from drafting to the senior project management level. His best qualities are his ability to work with people and perform whatever task is required of him to get the project completed and submitted on time.

Years of Experience
50 Total
38 With Firm

Education
Valencia Community College, 1973

RELEVANT PROJECT EXPERIENCE

Country Club of Mount Dora, Lake County, Florida: Senior Designer for the Country Club of Mount Dora's (CCMD) site drainage assessment and design repairs. CCMD was trying to annex into the City of Mount Dora but needed to repair existing drainage structures that had failed. Mr. Lowe assisted in the remedial design and cost accounting for a law suit that the CCMD was bringing against the contractors who had initially performed the drainage construction work. Mr. Lowe was in attendance at CCMD's Community Development District meetings and assisted in advising them of the remedial construction progress and cost of repairs. His responsibilities were to assist in the preparation of the remedial plans and cost summary.

Hunter's Creek Apartments – Urbana Phase II, BB Hunters Developments Inc. Orange County, Florida: Project Manager overseeing permitting, infrastructure design and construction for Phase II, a 130-unit luxury apartment building. The project site currently has two existing apartment buildings with infrastructure designed for an additional two buildings. The developer revised the site plan to construct a single building instead of the two buildings originally planned. This involved a redesign of the infrastructure to accommodate the new layout. Infrastructure included an exfiltration trench design to treat the stormwater prior to discharge into the Hunter's Creek Master Stormwater System. The site was permitted through SFWMD, Orange County DRC, Orange County Commercial Permitting and FDEP. The infrastructure cost is $544,000.

Lake Forest, Seminole County, Florida: Project Manager in charge of the civil site infrastructure design for a 733-lot subdivision. His responsibilities were to oversee the infrastructure design, permitting and construction observation for 33 of the 37 sections. The permitting included the infrastructure plans and plats through Seminole County, FDEP water and sewer and SJRWMD for the ERP and MSSW permits.

Heathrow Woods – Phase 1, Seminole County, Florida: Project Manager in charge of the civil site infrastructure design for a 104-lot subdivision. His responsibilities were to oversee the infrastructure design, and permitting. The permitting included the infrastructure plans and plats through Seminole County, FDEP water and sewer and SJRWMD permits.

JubiLee Park – Master Development Plan, Orange County, Florida: Project Manager in charge of the preliminary Master Plan civil site infrastructure design for a three phase 1,064 unit apartment complex. His responsibilities were to oversee the preliminary site grading and stormwater system design for the site and the 1,700-foot extension of Hazeltine National Drive from its existing terminus to Goldenrod Road. Mr. Lowe's duties consisted of weekly conference calls with all the disciplines, attendance at the City's preliminary meetings and Technical Review Meetings.

LeeVista Center, FamLee Investment Company, Orange County, Florida: Mr. Lowe is DRMP's primary contact for the 1,956-acre LeeVista Center Project. He sits on the Design Review Board and reviews all projects that are permitted at LeeVista. His duties also include assisting the owner in preparation of cost estimates and coordination with prospective buyers. His role also includes monitoring and overseeing the design and permitting of the master drainage system.

Palisades, CanAm Palisades, Lake County, Florida: Project Manager in charge of the civil site infrastructure design for a 499-lot subdivision. His responsibilities include overseeing the site design, permitting and construction observation. The project has environmental constraints because it abuts the Palatlakaha Marsh, which is considered Outstand Florida Waters (OFW). Special consideration was required in permitting this project with the St. Johns River Water Management District (SJRWMD).

Twelve Oaks, Lennar Homes, Volusia County, Florida: Senior Designer for the paving, grading, and drainage infrastructure design for a 458-lot subdivision. His responsibilities were to oversee the site design and assist in plans review and permitting.

Adventist Health System Regional Headquarters, Adventist Health System, Seminole County, Florida: Senior Designer for the Due Diligence and Conceptual design of a 25-acre site and Construction Plan development of the Phase 1 of this plan on 14 acres in the City of Altamonte Springs. This site is the location of the Adventist Headquarters 150,000-SF building with parking and access roads as well as the stormwater management system and potential future development (up to 540,000-SF development). The site issues include the location of a floodplain on site as well as significant muck areas. The site has been assessed from an infrastructure perspective and recommendations have been made for site layout for pond, building, roadway and parking locations to provide for the most cost effective layout. The wet stormwater pond includes a reuse volume to meet recharge requirements, pollution abatement volume, flood attenuation, and floodplain compensation. Permitting obtained through SJRWMD, City of Altamonte Springs, FDOT, FEMA, and FDEP. Individual responsibilities included: design the site grading and secondary drainage systems and coordinate with other disciplines to achieve continuity of design. He is also involved in the permitting with Altamonte Springs, Florida. He prepared the submittal packages, attended the Development Review Committee (DRC) meetings and prepared the response to DRC comments.

Florida Hospital Altamonte Springs Campus, Florida Hospital, Seminole County, Florida: Project Manager in charge of the civil site infrastructure design for the six-story, $60 million hospital expansion project. His responsibilities are to oversee the site design, permitting, construction observation and project certification. The project included the addition of 155 new beds, relocation of the existing emergency department, design of a new ambulance access roadway for the emergency department, relocation of the entrance roadway, signalization for the entrance road and SR 436, design of a central energy plant and relocation of the oxygen farm.

Florida Hospital Altamonte Springs Campus Laundry Delivery Area, Florida Hospital, Seminole County, Florida: Project Manager responsible for campus area revisions to the site grading to accommodate a new laundry delivery/service area. The work included modification to the existing Patient Services Expansion approved plans and permitting the revisions through Altamonte Springs.

Florida Hospital Altamonte Springs Campus Uptown Café, Florida Hospital, Seminole County, Florida: Adjacent to the new laundry delivery/service area an existing outdoor dining area was renovated. As Project Manager his responsibilities included the site grading and drainage. The work included modification to the existing Patient Services Expansion approved plans and permitting the revisions through Altamonte Springs.

Florida Radiology Imaging (FRI), Florida Hospital, Orange County, Florida: Project Manager in charge of the civil site infrastructure design for the two-story, 30,000-SF medical office building. His responsibilities were to oversee the site design, permitting, construction observation and project certification. The project included the demolition of existing structures, construction of the medical office building, and site infrastructure, including 117 automobile parking spaces. The site drainage design included options for an underground exfiltration system and conventional stormwater pond.

Hazeltine National Drive, Orange County, Florida: Project Manager in charge of the design and permitting for a 1,600-foot extension to an existing road in LeeVista Center. The four-lane divided roadway included drainage, potable water, sanitary sewer collection system and a reclaimed water main extension. The roadway pond was designed to collect future stormwater. His responsibilities were to oversee the site design, permitting, construction observation and project certification.

RESUMÉ

EDUCATION / CONTINUING EDUCATION

University of Florida, Bachelor of Architecture 1970
Member, Gargoyle Honorary Scholastic Fraternity

REGISTRATION

Florida Corp. Registration No. AA C000589
Florida Registration No. AR 0005964
NCARB Registration No. 40,804
Georgia Registration No. 007674
State Certified General Contractor No. CGC051110
Green Advantage Certified 2008

PROFESSIONAL AFFILIATIONS

American Institute of Architects
Past Director Florida North Chapter at Gainesville
SREF Certification, Florida Department of Education 2012

EXPERIENCE

Architect-in-Charge /Principal Designer /Inc., January 1979
Project Architect for Hundreds of Government Buildings, Assembly Facilities, Churches, Recreation Projects, EOC & EHPA Buildings, Schools, Medical and Dental offices, Professional offices, Banks, Residences, Historical Restoration and Preservation
HUD, SHIP Rehab & Demo Replace, CIAP Modernization, FmHA, and USDA Projects
Experienced in Design Build "Construction Management," "Fast Track" and "Systems Construction"
45 Years of Experience in Architectural Practice
25 Years of Experience in Construction as General Contractor.

KEY PROJECTS

Price Martin Community Center - Restoration / Renovation for FEMA & CDBG Grants including re-roofing.
E.O.C. Retrofit for Town of Interlachen, including Reroofing
Putnam County Health Department - Admin, Emergency Services & Data Center / Re-Roofing.
Putnam County Health Department - Dental Office.
Bradford Co. Courthouse Re-roofing & Jail Metal Roof Repair
Bradford Co. EMS Renovations including Roof Repairs.
Putnam County Bostwick Fire Station
Putnam County Satsuma Fire Station Dormitory

CIVIC

Rotary Club of Palatka
Member 2006, President 2015-2016
Kiwanis Club of Azalea City (Past Member 30 years)
Past Secretary, Past President, Past Director
1983-1984 Lt. Governor, Division 18
1995-1998 Inter-club Chairman
Putnam County Chamber of Commerce, Inc.
Member (30 Years) - Past Director
City of Palatka
Past Member - Planning Board (10 years)
Palatka Main Street Program (27 years)
Chairman - Design Committee
Past President (2 years)
American Cancer Society
Relay for Life - Logistics Chair (4 years)

Robert E. Taylor
AIA Architect PA



Robert E. Taylor
Project Architect









RESUMÉ

EDUCATION / CONTINUING EDUCATION

Two years Drafting and Design A.S. Degree Curriculum, Daytona Beach Community College; AutoCAD, Florida Building Code 2001 thru 2010, Wind Load and Accessibility Seminars; Professional Liability Education Program Courses

EXPERIENCE

27 years with the firm of Robert E. Taylor, A.I.A., Architect, P.A. and Taylor Builders & Developers, Inc. Project Manager for Business, Educational, Religious, Assembly, Historical, Factory/Industrial, Office Buildings, and Residential Projects. Computer Aided Drafting / Design and Project Management since 1983.

KEY PROJECTS

Putnam County - Remodeling for Satsuma Volunteer Fire Station

Project Manager and Construction Drawings. Project included providing larger Day Room and Serving Area, upgrading electrical and replacing steep stairs with a code compliant stair enclosure.

Putnam County - Satsuma Fire Station Dormitory

Project Manager, Engineering coordination and Construction Drawings. Project included steel stud framed building for six dorm rooms, restrooms with showers, office and storage rooms. Canopy for sheltered access to the Fire Station.

Putnam County - Bardin Volunteer Fire Department Renovations and 4,000 square foot Additions

Project Manager, Engineering coordination Construction Drawings and Site Observations. Project included modifications for Life Safety, upgrading restrooms and showers for Accessibility, internet, 50 kVA generator, new OSDTS, kitchen and meeting facilities.

Putnam County - Disaster Relief and Logistical Storage Building

Project Manager, Engineering coordination and construction drawings. Facility designed for response in an emergency event, including warehouse designed for equipment, supplies and support vehicles.

Putnam County - Emergency Services Vehicle Bay Enclosure

Engineering coordination and Construction Drawings. Enclose existing Vehicle Bay and structural upgrades to resist 150 MPH winds.

Putnam County - Bostwick Emergency Services Station

Construction Drawings

Bradford County - Lawtey Volunteer Fire Department

Assist Architect in evaluation of existing roof structure, ground water infiltration, egress from sleeping rooms, fire wall between living quarters and vehicle bay and vestibule exit.

Putnam County Parks West Recreation Complex Amphitheater

Project Manager, site design and Construction Drawings.





Robert E. Taylor
AIA Architect PA



Johanna Amber

Project Manager
Senior Designer













Lillian Azevedo, PhD, RPA

Staff Archaeologist

Jacksonville, Florida Office

Lillian Azevedo, PhD, RPA, joined SEARCH in 2015 and has 12 years of professional experience in maritime and terrestrial archaeology. She received her PhD in Maritime Archaeology from the University of Southampton in 2014 while a Jack Kent Cooke Graduate Scholar and her B.A. from the University of the South in 2005 (*summa cum laude*). She is a member of Phi Beta Kappa and has conducted archaeological research in the UK, France, Spain, Denmark, Caribbean, and southeastern United States. Her research interests include grass-roots heritage management initiatives and tourism in the Lesser Antilles and Bermuda. Dr. Azevedo is an AAUS diver and certified PADI SCUBA instructor qualified to teach deep, night, navigation and heritage awareness diver course as well as CPR, First Aid/AED and O2 Administration. She has supported USACE and GSA projects and completed training courses in Anti-Terrorism Awareness and unexploded ordinance and has experience with Sections 106 and 110 of the NHPA as well as NEPA and NAGPRA. Dr. Azevedo's qualifications exceed those set forth by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

PhD	2014	Archaeology. University of Southampton.
MA	2007	Maritime Archaeology. University of Southampton.
BA	2005	Cultural Anthropology. Sewanee: The University of the South.

PROFESSIONAL EXPERIENCE

2015-present	Project Archaeologist, SEARCH
2014-present	Adjunct Professor of Archaeology and Maritime Archaeology, Flagler College
2013-present	Consultant, Brimstone Hill Fortress World Heritage Site, St. Kitts and Nevis, Lesser Antilles
2014-2015	Field Archaeologist, LG^2 Environmental Solutions, Inc.
2012-2014	PADI Specialty SCUBA Instructor, Squalo Divers, Miami, Florida
2009-2012	Researcher and Heritage Spokeswoman, Anguilla Archaeological and Historical Society
2005-2014	Jack Cooke Kent Graduate Scholar
2002	Underwater Archaeologist, Institute of Nautical Archaeology

PROFESSIONAL REGISTRATIONS AND ASSOCIATIONS

Phi Beta Kappa
Society of Historical Archaeology
Archaeological Institute of America
Anguilla Heritage, President 2011-2012
Emergency First Responder Adult CPR/First Aid/AED
Professional Association of Diving Instructors
Lighthouse Archaeological Maritime Program
Florida Anthropological Society
Museums Association of the Caribbean

SELECT PROJECT EXPERIENCE

2017

Project Archaeologist and Author (Archaeology). *Cultural Resources Assessment Survey of the NuTerra Biosolids Management Facility, Duval County, Florida.* FMSF Survey No. 23492

2016

Project Archaeologist and Author (Archaeology). *Cultural Resources Assessment Survey of the Loggerhead Solar Energy Center, St. Lucie County, Florida.* FSMF Survey No. 23423

Project Archaeologist and Author (Archaeology). *Phase I Cultural Resources Assessment Survey (CRAS) and Supplemental Testing of the AZ Ocala Ranch Property, Marion County, Florida.* FSMF Survey No. 23357

Project Archaeologist and Author (Archaeology). *Cultural Resources Assessment Survey of the 1.4 acre San Juan Del Rio Catholic Church Family Life Center, St. Johns County, Florida.* FMSF Survey No. 23251

Project Archaeologist and Author (Underwater Archaeology). *Remote Sensing of Portions of the St. Marys River Near the I-95 Bridge and Site 8NA1088, Nassau County, Florida.* FMSF Survey No. 23191

Author (Archaeology). *Technical Memorandum Cultural Resource Reconnaissance Assessment of Ocean Blue Apartments in Duval County, Florida.* FMSF Survey No. 22904

Project Archaeologist and Author (Archaeology). *Phase II Archaeological Investigation of 8PA1237.* FMSF Survey No. 22721

Project Archaeologist and Author (Archaeology). *Phase I Cultural Resource Assessment Survey for the Perry Solar Plant, Taylor County, Florida.* FMSF Survey No. 22677

2015

Project Archaeologist (Underwater Archaeology). *Submerged Cultural Resources Remote Sensing Survey and Diver Investigation of the Withlacoochee River Crossing, Sabal Trail Project, Marion and Citrus Counties, Florida*. FSMF Survey No. 22466

Project Archaeologist and Author (Archaeology). *Florida Gas Transmission: Cultural Resource Assessment Survey for two proposed groundbed locations at MP 616.7 (Hwy 40) and MP 602.8 (Hwy 316) in Marion County, Florida; Heritage Accession Number LKGF00459.* FSMF Survey No. 22295.

Project Archaeologist and Author (Archaeology). *Cultural Resource Assessment Survey of Rhodes Farms Project, St. Johns County, Florida.* FMSF Survey No. 22197.

Project Archaeologist (Archaeology). *NAVFAC SE, 250-Acre Cultural Resource Archaeological Survey of Whiting Field's NOLF Harold, Santa Rosa County, Florida.* FMSF Survey No. 22656.

Field Archaeologist (Archaeology). *Florida Gas Transmission Company (FGT), Jacksonville Expansion Project, Bradford, Clay, Columbia, and Suwanee Counties, Florida.*

Field Archaeologist (Archaeology). Cultural Resources Assessment Survey of the Academy of St. Augustine Property St. Johns County, Florida. FMSF Survey No.21874.

Field Archaeologist and Co-Author (Archaeology). Cultural Resources Reconnaissance Survey of the Valencia Cove South Property, Palm Beach County, Florida. FMSF Survey No. 21682

Christopher F. Altes, MA

Project Archaeologist/Field Director & Geophysical Studies
Gainesville, Florida Office

Christopher F. Altes, MA, serves as an archaeologist and director of research and development. He is responsible for archaeological fieldwork and supervision and specializes in finding new methods for archaeological survey, analysis, and presentation. These include the application of satellite remote sensing, LiDAR, and three dimensional scanning and visualization. He also contributes to all phases of archaeological research projects and ensures the safety of archaeological fieldwork, accurate recordation of all encountered cultural materials, and completion of projects within timetables. Following fieldwork, he contributes to artifact analysis, spatial analysis, and report preparation. Mr. Altes has worked in the Southeast and Caribbean, including projects in Maryland, Virginia, North Carolina, Georgia, Florida, the Turks and Caicos, Dominican Republic, Puerto Rico, Vieques, and Cuba. Mr. Altes' experience includes zooarchaeology, spatial analysis, ceramic analysis, remote sensing, and osteology, with an emphasis on the social structure of ancient societies. His work has been published by Oxford University Press. Mr. Altes' qualifications exceed those set forth by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

Mr. Altes also has over 10 years of experience in geographic information systems (GIS), ground-penetrating radar (GPR), and remote sensing technology. Mr. Altes served as GPR Specialist for the Investigative Fieldwork at Hürtgen Forest in North Rhine-Westphalia, Germany for DPAA in 2016 and Field Director for the archeological survey in Guantanamo Bay, Cuba.

EDUCATION

MA	2012	Anthropology. University of Florida.
BA	2005	Anthropology, *summa cum laude*. University of North Florida.

RESEARCH SPECIALIZATIONS

- Spatial and Network Analysis
- GIS, GPR, and 3D Data
- Remote Sensing
- Prehistory of the Circum-Caribbean and Southeast US
- Invertebrate Zooarchaeological Analysis
- Ceramic Analysis

PROFESSIONAL EXPERIENCE

2006-present	Research and Development Director/GPR Director/Senior Archaeologist, SEARCH
2010-2011	Archaeologist/Remote Sensing Specialist/Invertebrate Zooarchaeologist, MC-6 Project, University of Florida
2005-2006	Archaeologist, Florida Archaeological and Historical Conservancy, Inc.
2005	Archaeological Field Technician, Bland and Associates

AWARDS

2008-2010 Grinter Fellowship, University of Florida

PROFESSIONAL REGISTRATIONS AND ASSOCIATIONS

Florida Anthropological Society
Society for American Archaeology
International Association of Caribbean Archaeologists
Florida Anthropological Student Association (past president)

CERTIFICATIONS

Red Cross First Aid
Red Cross CPR
GSSI Radan 7 and SIR-3000
ESRI ArcDesktop

SELECT PROJECT EXPERIENCE

2016

Ground Penetrating Radar (GPR) Specialist. Investigative Fieldwork, Hürtgen Forest, North Rhine-Westphalia, Germany. Conducted for DPAA.

Co-Principal Investigator and GPR Specialist. Reburial of Human Remains Encountered in the Southeastern Portion of the Perry Substation, Taylor County, Florida. Conducted for Duke Energy.

GPR Specialist. Ground-Penetrating Radar Survey, Clarence Town, Long Island, Bahamas. Conducted for Antiquities, Monuments, and Museum Corporation (AMMC).

Principal Investigator and GPR Specialist. Ground-Penetrating Radar Remote Sensing Survey in West Palm Beach, Palm Beach County, Florida. Conducted for Cardno.

Principal Investigator and GPR Specialist. Ground-Penetrating Radar Survey of the Strickland Cemetery for the US 90/SR 10 Project, Santa Rosa County, Florida. Conducted for Florida Department of Transportation, District 3.

Principal Investigator and GPR Specialist. Ground-Penetrating Radar Remote Sensing Survey of Areas Associated with Three Historic Cemeteries in Bartow, Carroll, and Douglas Counties, Georgia. Conducted for Cardno.

Principal Investigator and GPR Specialist. Ground-Penetrating Radar Survey of Portions of the Ard Field Church of Christ Cemetery, Santa Rosa County, Florida. Conducted for Ard Field Church of Christ.

Co-Principal Investigator and GPR Specialist. Ground-Penetrating Radar Remote Sensing Survey of the Kinny Harmony Road Cemetery (Site 8PO1519), Polk County, Florida. Conducted for Modica & Associates.

Co-Principal Investigator and GIS Specialist. Boundary and Assessment Survey of the Moody Burial Mound Site (8LL758), Lee County, Florida. Conducted for Florida Tax Lien Assets, LLC.

Field Director and GIS Specialist. Phase I Cultural Resource Survey for the Sunset Hotel, Marina, and Residential Development on the east side of North Creek, Grand Turk, Turks & Caicos Islands. Conducted for Applied Technology & Management, Inc.

Field Director and GIS Specialist. Phase Ia Archaeological Survey of the Ramey Unit School Code 0-3, US Coast Guard Air Station Borinquen, Puerto Rico. Conducted for SchenkelShultz for US Coast Guard.

GPR Specialist. Desktop Study, Remote Sensing Survey, and Diver Investigation for Submerged Cultural Resources at the Dalton Pipeline Etowah River Crossing, Bartow County, Georgia. Conducted for Cardno.

DOUG BAKER, P.E.
PROJECT GEOTECHNICAL ENGINEER



Education
B.S. in Civil Engineering
University of South Florida, 1988

Registrations
Registered Professional Engineer, Florida #48943, 1995

PROFESSIONAL EXPERIENCE
Mr. Baker has 27 years of experience as Project Engineer and Project Manager on numerous geotechnical and environmental projects throughout the State of Florida. His responsibilities include scope development and cost negotiations, project management and report preparation. Mr. Baker has provided geotechnical engineering services for numerous high-rise and low-rise buildings, airports, utilities, water control structures, wetlands, schools and subdivisions. In addition, he has performed engineering services on over 200 projects for the Florida Department of Transportation (FDOT) in Districts 1, 2, 3, 4, 5 and 7 and is thoroughly familiar with FDOT practices and procedures.

PROJECT EXPERIENCE
City of New Smyrna Beach Continuing Contract, Florida
Principal Geotechnical Engineer to provide Continuing Geotechnical Engineering and Testing Services. The scope of work includes In-Place Density Testing of Road Base and Underground Utility Trenches; Asphalt Surface Testing; Laboratory Analysis of Roadway Core Borings; Subsurface Soil Gradation and Analysis; Sieve Analyses; Site Investigation and Recommendation Reporting; Phase I and Phase II Environmental Assessments; Sampling and Analytical Analysis of Ground and Surface Water; Concrete Cylinders and Swiss Hammer Testing; Threshold Inspections; Soil Bearing Capacity; Lead Based Paint and Asbestos Testing.

Volusia County Continuing Contract, Florida
Principal Geotechnical Engineer for this contract to provide Geotechnical Services which includes subsurface investigation, drilling and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies and values engineering analysis.

Volusia County Public Schools Continuing Contract, Volusia County, Florida
Principal Geotechnical Engineer for continuing services contract providing geotechical engineering services.

City of Ormond Beach Continuing Contracts for Professional, Architectural, and Engineering Services, Ormond Beach, FL
Principal Geotechnical Engineer providing consulting services to include, but not be limited to, engineering services pertaining to subsurface investigation, drilling, and analysis, soil property testing, construction and materials testing, foundation design analysis, pavement evaluation, permeability evaluations, threshold inspections, site feasibility studies, and values engineering analysis.

City of Daytona Beach Continuing Engineering Services Contract, Daytona Beach, FL
Principal Geotechnical Engineer to provide engineering related services and design of systems necessary for complete function of various building types, structures, site infrastructure, mechanisms and systems in the City.

Seminole County Continuing Contract
Sanford, Florida
Principal Geotechnical Engineer to provide professional engineering services in support of Geotechnical Engineering designs, Construction Materials Testing and supporting Testing and/or Inspection services. These services also include Environmental Drilling services and geotechnical engineering design and evaluation not limited to pavement design, foundation design, pile design, sinkhole analysis, soil analysis and recommendations. Alternative design analysis and recommendation of peer projects may also be utilized.

City of Orlando Continuing Contract, Orlando, Florida
Principal Geotechnical Engineer for continuing services contract providing Geotechnical Engineering for a variety of civil engineering projects which include subsurface exploration, foundation design construction support, settlement estimating, structures, roadways and drainage systems; Construction Materials Testing and Inspection – earthwork, foundations, building construction, concrete, pavement, roofing, steel; Hydrogeological Engineering – stormwater, groundwater, water supply, wastewater, drain wells, environmental aspects; Threshold Inspections; and Survey, Geotechnical, Environmental and Reproduction services.

Osceola County Continuing Contract, Osceola County, Florida
Senior Engineer to provide Geotechnical Services for various projects that include roadway, transportation planning, water distribution and sewage collection systems, small water and wastewater treatment facilities, institutional site development plans, parks and recreational design, and stormwater management throughout Osceola County.

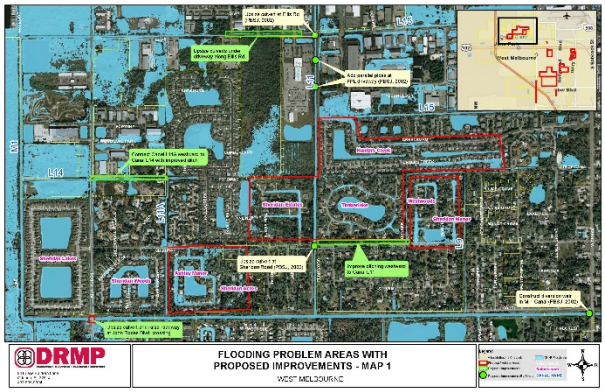
Orange County Utilities (OCU), Orange County, Florida
Senior Geotechnical Engineer for projects under this contract, including geotechnical, hydrogeological, construction materials testing and environmental consulting services in support of Orange County Utilities' three divisions (water, wastewater and solid waste).

Experience

The following are representative projects for the DRMP team. All projects were completed on time and within budget. The projects were not involved in litigation (for a full litigation statement of the firm, please review Tab 5).

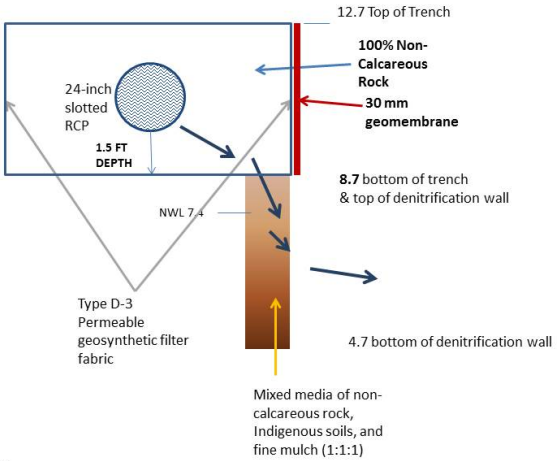
Roadway/Drainage Improvement Projects

West Melbourne Stormwater Needs Analysis, Phase II
Owner: Brevard County
Contact: Carolina Alvarez, NPDES Coordinator
A: 2725 Judge Fran Jamieson Way, Melbourne, FL 32940
E: carolinaalvarez@brevardcounty.us
P: 321.633.2014 ext. 56472
Proposed Schedule: 2009-2011
Actual Schedule: 2009-2011
Proposed Fee: $198,110
Actual Fee: $198,110



The scope of this 37 square mile project included updates to stormwater infrastructure inventory, development of watershed surface water model using a GIS platform and ICPR, and development of 100-year floodplains and master stormwater plan. Updates to GIS stormwater infrastructure inventory were conducted by review of ERP files, Water Control District databases, County and City project files. Sub-basin development occurred using ArcHydro. A surface water model was developed in ICRP vs. 3.10 for entire canal and creek network throughout City limits and parts of County. Verification of model was performed with biggest recent flood from Tropical Storm Fay. Floodplain delineation was conducted for 100-year storm event. Flooding problem areas were analyzed and flood protection projects with water quality improvements were recommended. Methodology and findings were presented to the City Council and documented in a GIS database and technical memorandum.

Micco"I"/Little Hollywood Stormwater BMP
Owner: Brevard County
Contact: Robbyn Spratt, PE
A: 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940
E: robbyn.spratt@brevardcounty.us
P: 321.633.2016
Proposed Schedule: 2013-2015
Actual Schedule: 2013-2015
Proposed Fee: $56,922
Actual Fee: $56,922



DRMP conducted final design, permitting, and construction plans production for retrofitting two existing storm outfalls into the St. Sebastian River, a tributary of the Indian River Lagoon, with BMP improvements. At the northern outfall (15-acre sub-basin) approximately 800-lf of exfiltration trench was constructed with an adjacent underground denitrification wall for enhanced nitrogen removal. DRMP worked closely with County and Desert Research Institute staff to design this unique denitrification wall, a technique with a history of agricultural applications. At the southern outfall (37-acre sub-basin) a series of BMP units was installed in-line with the existing storm sewer outfall including a second-generation baffle box for initial sediment capture, and a denitrification box with proprietary canisters for enhanced nitrogen removal.

These BMP's were monitored for success at nutrients removal, with particular emphasis on nitrogen removal. DRMP provided assistance throughout the bid, construction and monitoring phases of the project. This project is partially funded with a FDEP Section 319 grant. The County intends to apply lessons learned at enhanced nitrogen removal to additional projects throughout the Indian River Lagoon.

General Site Improvement Projects



ADA Curb Ramps at Stadium Road and Gale Lemerand Drive
Owner: University of Florida
Contact: Daniel Walker
A: PO Box 118, Career Resource Center, Gainesville, FL 32611
E: dgwalker@ufl.edu
P: 352.392.1601
Proposed Schedule: 20105-2015
Actual Schedule: 2015-2015
Proposed Fee: $30,240
Actual Fee: $30,240

DRMP was selected by the University of Florida to provide civil engineering services for minor design projects. ADA compliance is a challenge for every higher education provider in the country. A glaringly deficient location for UF was the prominent intersection of Gale Lemerand Drive and Stadium Road situated at the southwest corner of Ben Hill Griffin Stadium. The ramps and crosswalks at the intersection did not comply with current ADA standards and buses were having problems safely alighting disabled passengers. DRMP provided precise surveying and engineering services that resulted in a completely ADA compliant intersection and bus alighting facility. In addition to solving the ADA problems, DRMP provided a unique structural solution to a nearby curb inlet that was frequently damaged by bus traffic. This solution was so successful that UF has adopted this as their standard for curb inlet protection.



SW 8th Avenue Improvements
Owner: City of Gainesville, Florida
Contact: Sarah Vidal-Finn
A: 802 NW 5th Avenue, #200, Gainesville, FL 32601
E: Vidalsc@cityofgainesville.org
P: 352.393.8200
Proposed Schedule: 2008-2010
Actual Schedule: 2008-2010
Proposed Fee: $51,750
Actual Fee: $51,750

DRMP has been providing a broad range of engineering services to the City of Gainesville since 2006. These services include general civil, roadway, stormwater, water and wastewater utilities, environmental, survey, and recreational trail projects.

Major design items included on-street parking, reconstruction and widening brick sidewalks to the existing right-of-way where practical while still providing room for street lighting and street trees, roadway reconstruction, and an underground stormwater management facility. Stormwater permitting through SJRWMD was required for the roadway reconstruction portion of the project, as required of all roadway reconstruction projects. DRMP participated in public meetings to describe the project, obtain information from residents, and to address the public's concerns.

DRMP provided design, survey (including SUE locates) and construction plans for demolition, utility relocation, paving, grading, drainage and lighting for this four block roadway streetscape project in a congested downtown sorority neighborhood. This project consisted of undergrounding all utilities, brick sidewalks and crosswalks, new curb and gutter and drainage modifications. Three blocks required milling and resurfacing and one block was a total roadway reconstruction with underground stormwater storage. Existing underground utilities consisting of water, sewer, gas and telecommunications (including a major duct bank feeding the University of Florida), made this a very unique and challenging project.

Streetscape Projects

Downtown Utility & Streetscape Improvements
Owner: City of Fort Myers, Florida
Contact: Saeed Kazemi
A: 2200 Second Street, Fort Myers, FL 33902
E: skazemi@cityftmyers.com
P: 239.321.7022
Proposed Schedule: 2003-2010
Actual Schedule: 2003-2010
Proposed Fee: $3,190,000
Actual Fee: $3,190,000



DRMP provided the City of Fort Myers with a completely redesigned downtown area including roadway and intersection design, traffic and signalization, traffic control plans, parking analyses, lighting, solid waste management, stormwater management, landscape and irrigation design services. During construction, DRMP also provided **permitting and bidding assistance, construction administration, and construction engineering inspection services** for this $1.27 Million project. Upon completion this project was awarded both the 2010 Project of the Year by APWA and 2010 Roy F. Kenzie Award for Best Capital Projects/Beautification Project by the Fort Myers Redevelopment Agency (FMRA).

City Complex Projects

City of Fort Myers Fire Station
Owner: City of Fort Myers, Florida
Contact: Kevin Ratigan (Architects Design Group, Inc.)
A: 333 N. Knowles Avenue
E: kevinr@adgusa.org
P: 407.647.1706 | F: 407.645.5525
Proposed Schedule: 2013-2014
Actual Schedule: 2013-2014
Proposed Fee: $87,200
Actual Fee: $87,200

The new facility is a 3-story, 34,000 SF facility located on the 4.1 acre site where the previous library sat. This project required coordination with the prime consultant, ADG Architects, as well as local municipalities and various permitting agencies.

Continuing Contract Projects

Continuing Civil Engineering Consultant
Owner: St. Johns County
Contact: Nick Perpich, PE
A: 2740 Industry Center Road, St. Augustine, FL 32084
E: nperpich@sjcfl.us
P: 904.209.0136
Proposed Schedule: 2008-Ongoing
Actual Schedule: 2008-Ongoing
Proposed Fee: To be determined (contract is ongoing)
Actual Fee: To be determined (contract is ongoing)



DRMP has been providing engineering services to St. Johns County since 2003 under a continuing engineering contract. These services include roadway design, drainage design, environmental permitting, wetlands mitigation, surveying and public involvement. Three highlighted projects are listed below:

Bishop Estates Road Stormwater Improvements, Phases I and II

This project involves retrofitting a series of four storm outfalls in two phases for the Bishop Estates Road with the following main objectives: replace deep ditches with shallow swales and piped systems, replace cross drains and size to alleviate flooding, remedy scour and erosion problems, and install stormwater treatment units. The treatment units are nutrient separating baffle boxes that are equipped with upflow filters holding special media for targeting removal of nutrients. A grant was secured with FDEP through the TMDL program for over 50% funding for Phase I (outfall Nos land 2) construction. DRMP has provided engineering services for the following project task assignments:

- Preliminary study to develop a conceptual plan
- TMDL grant writing and administration
- Final design with development of construction plans for Phases I and II
- Public Meetings
- Permitting for Phases I and II
- Bid assistance for Phase I
- Construction inspection for Phase I

Rolling Hills Drive Extension

Johns County consists of the roadway design and permitting for extending Rolling Hills Drive. The project limits extend from the current end of Rolling Hills Drive near Chelsea Woods subdivision to Dobbs Road, a total of 0.5 miles. The alignment of the new roadway was designed to fit in an existing right-of-way such that additional right-of-way was not required. The typical section consisted of 12-foot travel lanes and 4-foot bike lanes in each direction with curb and gutter on both sides. Concrete sidewalks are also included on one side of the road.

The profile grade design was optimized to accommodate not only the riding surface and sight distance, but also to maintain drainage patterns that allow the existing stormwater treatment facility adjacent to the project to be expanded. This avoided the necessity of obtaining pond site right-of-way. DRMP coordinated with the FDOT to facilitate obtaining permission to use the existing stormwater facility. The roadway alignment crosses a broad shallow drainage slough that required a large cross drain. The design performed by DRMP balanced the sizing of the cross drain pipe and the profile grade of the roadway. An additional cross drain was included to provide a relief structure, rather than increasing the size of the main cross drain. The project required maintaining an environmental resource permit from St. Johns River Water Management District. The main issues included wetland impacts, mitigation and stormwater treatment.

The utility portion of the project included the relocation of a water main. The route of existing water main is generally toward the center of the right-of-way and there were many potential conflicts with the storm drainage system. The relocation of the water main to be closer to the right-of-way eliminated these conflicts. DRMP also

designed and prepared plans for a sanitary force main. The existing force main from Dobbs Road to the lift station was increased in size. A new force main was then designed from the lift station to connect the force main near Chelsea Woods. The crossing under Rolling Hills Drive will be constructed as a part of the roadway project and the remaining part of the sanitary force main will be constructed in the future.

Holmes Boulevard Widening

This project for St. Johns County consists of the roadway design for widening Holmes Boulevard to provide 12-foot travel lanes and for the construction of 4-foot paved shoulders. DRMP investigated several horizontal and vertical alignments and several typical sections during the 15% line and grade phase of the project. The option of widening approximately 2-foot on the western side of the roadway was selected to eliminate the need for additional right-of-way and to avoid potential wetland impacts. The option also eliminated the need to fill in any of the existing borrow pits adjacent to the roadway. DRMP was successful in identifying wetland limits and determining that the wetlands would not be impacted. DRMP obtained agreement and documentation from St. Johns County Water Management District that this is a "no permit required" project.

DRMP performed a pavement design for the project taking into account the relatively high volume of trucks using the roadway. The profile for the roadway as carefully analyzed and slightly raised in two areas to alleviate some localized drainage issues. The pavement design calls for reclaiming the existing pavement structure by mixing up to 12-inch of the existing base and asphalt. Additional material will be added to achieve the profile grade adjustments. This process was very economical compared to reconstruction of the roadway and will allow the maintenance of traffic to be less complicated.

Continuing Engineering Services
Owner: Flagler County
Contact: Amy Kennedy
A: 1769 Moody Boulevard, Building 2, Suite 304, Bunnell, FL 32110
E: akennedy@flaglercounty.org
P: 386.313.4047
Proposed Schedule: 2015-Ongoing
Actual Schedule: 2015-Ongoing
Proposed Fee: To be determined (contract is ongoing)
Actual Fee: To be determined (contract is ongoing)



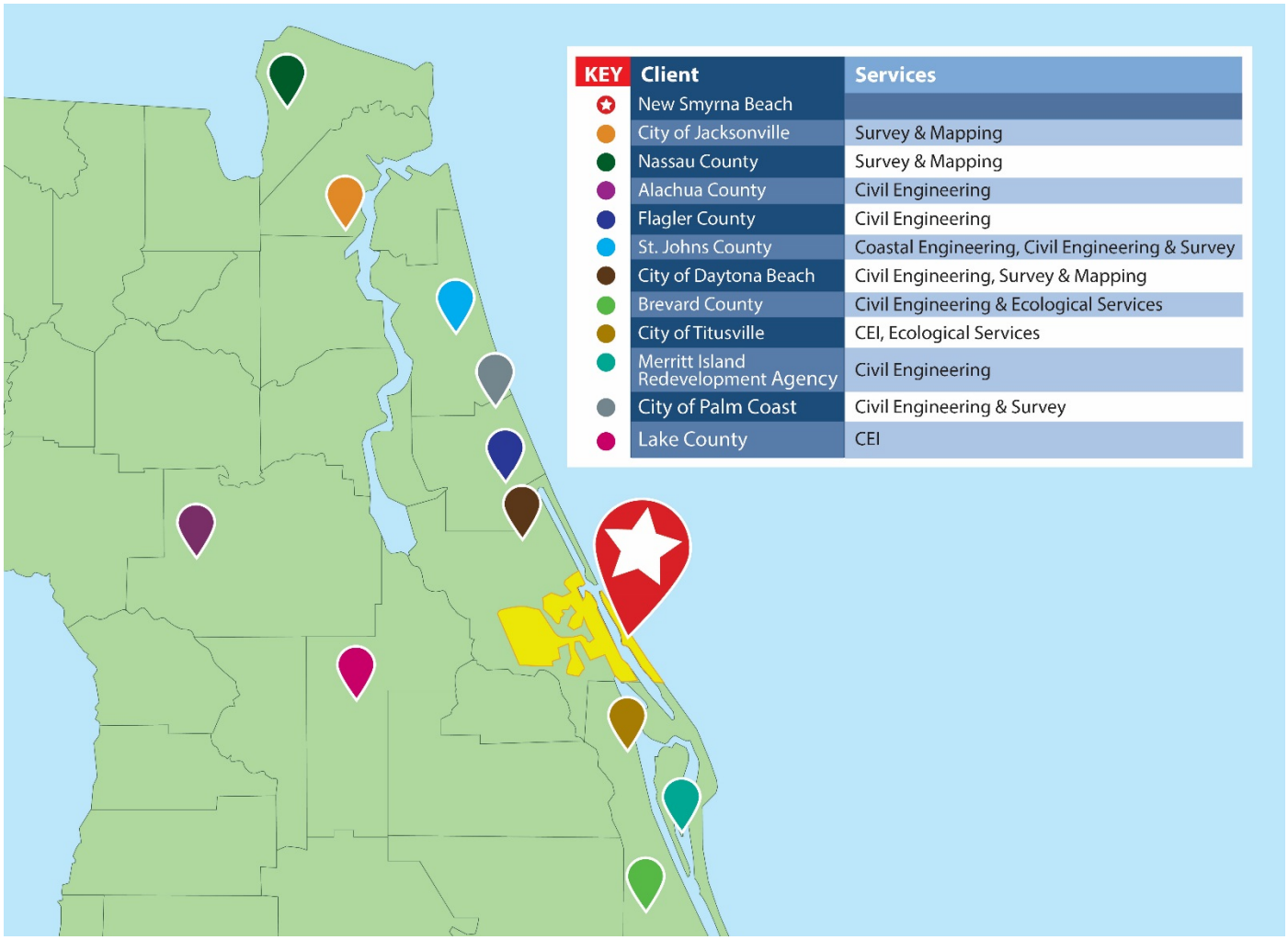
DRMP is responsible for providing planning, design, permitting and construction inspection for stormwater management systems, site and property developments, roadway improvements, park and recreational facilities, utility improvements, and traffic engineering on a continuing as needed basis.

CR 305

CR 305 is a 2-lane, 2-way undivided rural roadway in Flagler County. Currently, the existing roadway lane widths are sub-standard and shoulders are not provided. DRMP was tasked to provide roadway, drainage, signing and pavement markings and maintenance of traffic plans for the widening and reconstruction of approximately 2.711-miles of CR 305 from north of CR 304 to south of Middle Haw Creek to accommodate 12-foot travel lanes and 6-foot unpaved shoulders in each travel direction. In addition, the front slope is being reconstructed to accommodate lane widening and shoulders. As a result, portions of roadside ditches and wetlands are being impacted. Compensatory excavation will maintain the stormwater flow capacity of the ditches. Wetland impacts were identified and mitigated per agency requirements. This Project will be permitted through St. John River Water Management District.

Additional Project Experience

DRMP has an extensive background in providing on-call engineering services. The following are recent or ongoing continuing contracts in the local area.



Client References

The following clients are representative of DRMP's strong working relationship with local clients in providing similar services to the New Smyrna Beach Scope of Service.

West Melbourne Stormwater Needs Analysis, Phase II
Owner: Brevard County
Contact: Carolina Alvarez, NPDES Coordinator
A: 2725 Judge Fran Jamieson Way, Melbourne, FL 32940
E: carolinaalvarez@brevardcounty.us
P: 321.633.2014 ext. 56472 | F: 321.633.2029
Year Completed: 2009-2011

Micco"I"/Little Hollywood Stormwater BMP
Owner: Brevard County
Contact: Robbyn Spratt, PE
A: 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940
E: robbyn.spratt@brevardcounty.us
P: 321.633.2016
Year Completed: 2013-2015

ADA Curb Ramps at Stadium Road and Gale Lemerand Drive
Owner: University of Florida
Contact: Daniel Walker
A: PO Box 118, Career Resource Center, Gainesville, FL 32611
E: dgwalker@ufl.edu
P: 352.392.1601 | F: 352.392.3810
Year Completed: 2015-2015

SW 8th Avenue Improvements
Owner: City of Gainesville, Florida
Contact: Sarah Vidal-Finn
A: 802 NW 5th Avenue, #200, Gainesville, FL 32601
E: Vidalsc@cityofgainesville.org
P: 352.393.8200 | F: 352.334.3163
Year Completed: 2008-2010

Downtown Utility & Streetscape Improvements
Owner: City of Fort Myers, Florida
Contact: Saeed Kazemi
A: 2200 Second Street, Fort Myers, FL 33902
E: skazemi@cityftmyers.com
P: 239.321.7022 | F: 239.344.5909
Year Completed: 2003-2010

City of Fort Myers Fire Station
Owner: City of Fort Myers, Florida
Contact: Kevin Ratigan (Architects Design Group, Inc.)
A: 333 N. Knowles Avenue
E: kevinr@adgusa.org
P: 407.647.1706 | F: 407.645.5525
Year Completed: 2013-2014

Continuing Civil Engineering Consultant
Owner: St. Johns County
Contact: Nick Perpich, PE
A: 2740 Industry Center Road, St. Augustine, FL 32084
E: nperpich@sjcfl.us
P: 904.209.0136 | F: 904.209.0140
Year Completed: 2008-Ongoing

Continuing Engineering Services
Owner: Flagler County
Contact: Amy Kennedy
A: 1769 Moody Boulevard, Building 2, Suite 304, Bunnell, FL 32110
E: akennedy@flaglercounty.org
P: 386.313.4047 | F: 386.313.4106
Year Completed: 2015-Ongoing

Other

Current Projects

The following are ongoing projects being led by DRMP's Melbourne office and are all in the design phase:

- Patrick Air Force Base Engineering (90% complete)
- Patrick Air Force Base Shoreline Environmental (15% complete)
- Ascension Island Runway/Support Facilities Replacement (56% complete)

DRMP Services

DRMP offers the City of New Smyrna Beach a wide array of services provided in house. Below is a description of the primary services we provide.

OUR EXPERTISE INCLUDES THE AREAS OF:

- Construction Services
- Design-Build
- Ecological Services
- General Civil Engineering
- Geographic Information Systems (GIS)
- Land Planning
- Landscape Architecture/Sit Design
- Structural Engineering
- Subsurface Utility Engineering (SUE)
- Surveying and Mapping/Geomatics
- Transportation
- Utilities Engineering
- Water Resources/Stormwater Management

Stormwater Engineering



Our stormwater management designs represent the best leading management practices for water quality, flood control, stormwater drainage and water conservation. Full consideration is given to both mechanics and aesthetics with every project. In this manner, solutions respond not only to functional needs, but to environmental and human considerations as well.

DRMP's total scope of water resource services includes the following:

- Stormwater Management
- Master Planning
- Existing System Studies and Analysis
- Natural Drainage System Analysis
- Water Control Structure Design
- Cost Estimates
- Government and Regulatory Agency Permitting
- Water Supply Studies
- Water Conservation Studies and Design
- Ecological Impact Evaluation
- TMDL Expertise
- CDS Units

Communication is the key issue for a successful drainage evaluation. DRMP recognizes that City staff, regulatory agency staff, residents, and other stakeholders provide crucial information about historic problems and provide critical feedback on the proposed solutions.

The first step in the conceptual drainage evaluation process is to identify and interview project stakeholders and establish the overall goals of the project. This step enables the development of solutions that best meet the intended goals with consensus from the stakeholders. DRMP will work with the City staff to adapt the following design approach to fit the needs of each assignment:

- Compile stakeholder issues
- Identify regulatory requirements
- Pre-application meetings with SJRWMD
- Coordinate with FEMA and other agencies as required
- Calculate potential floodplain impact
- Compute stormwater using the appropriate method for difference in total runoff volume
- Estimate pond size required including maintenance berms, grading, and offsite conveyance
- Assess cross drains using a field evaluation form
- Select potential pond sites and determine potential impacts
  - Use locations within existing right-of-way but minimize wetland impacts – i.e. ditch treatment, joint use pond, etc.
  - Select vacant, undeveloped parcels (by field observations and property appraiser queries using vacant parcel codes)

- Avoid wetland impacts except when the alternative would mean a residential or business impact or only wetlands available
- Conduct preliminary soils analysis
- Use our standard field evaluation form to assess each pond site
- Determine joint-use (third-party) pond opportunities
- Determine compensating treatment to avoid right-of-way acquisitions

- Refine stormwater alternatives with stakeholder and technical input
- Determine a recommended stormwater alternative

Roadway Design



DRMP has provided comprehensive transportation services for major and minor roadways throughout the state. From rural, two-lane roads to urban, six-lane arterials, we offer the specialized knowledge and equipment required for safe and efficient design and construction of transportation systems. Our team offers expertise in the following areas:

- Widening, Resurfacing and Reconstruction of Roads and Highways
- Project Development and Environmental Studies (PD&E)
- Environmental Permitting and Mitigation Design
- Major Design Activities, Complex and Multi-Lane Roadways
- Minor Design Activities, Pathways, Bikeways and Sidewalks
- Maintenance of Traffic
- LAP, SCRAP, and SCOP Projects
- Construction Engineering and Inspection (CEI)

To develop any new or improved roadway facility, DRMP relies on what is in the best interest of the City and the overall public and its citizens. To do so, DRMP takes the following factors into consideration:

- **Engineering:** The contemporary design and alignment of the proposed roadway
- **Environmental:** Social, cultural, natural, and physical factors
- **Public Involvement:** Needs and concerns of the local community
- **Economic Factors:** Project costs and opportunities to minimize costs such as construction staging and traffic control

Engineering factors relate primarily to the motorists using the facility. These factors involve the application of criteria that are based on project controls. For any project, the primary controls will be the projected traffic volumes and level-of-service, roadway and access management classification, and design speed. Engineering will ensure that the design of the improved facility safely and efficiently accommodates the projected design year vehicular traffic and incorporates median openings at the appropriate locations. DRMP will closely consider engineering, environmental and public involvement factors and will be diligent to keep project costs within the planned budget.

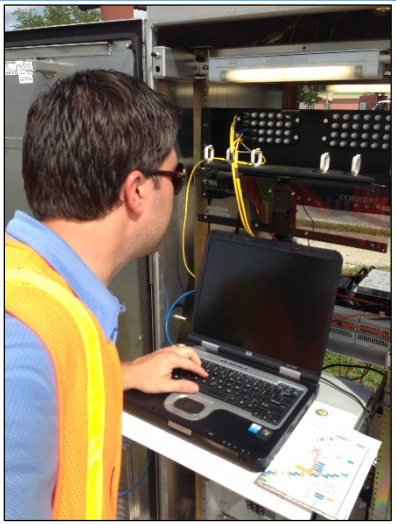
Our approach to projects relies on the development of a preliminary study and the analysis of these factors with regard to the transportation and utility needs of the corridor. In determining roadway alignments and typical sections within the project corridor, DRMP will maximize the use of existing right-of-way for any given roadway. Analysis and recommendations will be applied to developing preliminary alignments and typical roadway sections.

DRMP will review existing features along the project corridor, the Scope of Work for the project and the current criteria found in the Florida Greenbook. DRMP will then make significant progress in performing the project analysis so that we will be up-to-date and ready to proceed at full speed upon selection and authorization from the City.

Additional considerations; such as traffic planning and design, drainage, permitting, maintenance of traffic,

safety, utilities and geotechnical; will also be taken into account when developing roadway plans.

Traffic and Intersection Engineering



Growth and development dictate the need to plan for improving current infrastructure for future mobility. DRMP's Transportation Planning group brings a comprehensive, problem-solving approach to every project. By analyzing historical trends, modeling and forecasting existing and projected traffic conditions, as well as generating and evaluating alternatives, we develop the best possible plan to accommodate increased travel demand. With our team's strong knowledge of current regulatory requirements, we can handle any client's transportation needs.

The study and design of vehicular operations for the improvement of mobility can seem as much as an art form as it is an engineering challenge. DRMP's primary goal is to utilize ingenuity and make sound recommendations to provide a safe and efficient environment for both vehicles and pedestrians to travel through complex transportation networks. Our experience demonstrates how our idea of safety goes hand-in-hand with quality designs for smooth traffic operation.

DRMP's traffic engineering expertise ranges from minor intersection improvements and major roadway design to signal design and arterial reconstruction. As traffic infrastructure continues to grow in complexity, we aim to work smarter to solve the challenges of moving traffic both today and tomorrow. Our services include:

- Lighting Design
- Minor Roadway Improvements
- Safety Upgrades/ADA Improvements
- Signal and Interconnect Design
- Signal Retiming and Corridor Progression
- Signing and Pavement Marking
- Intelligent Transportation Systems
- Utility Coordination

Traffic Studies: The development of project traffic is typically an important step in developing viable engineering alternatives for a project, whether on an existing or new alignment. Key tasks in developing a thorough traffic analysis include:

- Detailed evaluation of existing travel demand conditions (capacity and level of service)
- Development of design year travel demand forecasts
- Development of design year level of service analyses
- Interim year forecasts and level of service analyses
- Determination of functional geometric requirements
- Development of a staged implementation plan, if necessary

Existing conditions analyses include an evaluation of travel demand and traffic characteristics, which are typically the basis of future-year assessments, such as development of design-year K, D, and T factors. To document the need for improvement, the traffic study identifies existing capacity and operational deficiencies in conjunction with potential design deficiencies and safety problems that may be present. This documentation highlights areas that would then be the focus of developing improvement alternatives.

The development of future-year traffic projections is accomplished through the application of the appropriate traffic simulation model. These results will be compared to forecasts based on historic growth trends and the future year projections will be derived from a combination of these two methods. Following approval of the future year projections, future year peak hour volumes are then derived from the appropriate design year K, D, and T factors. A level of service analysis is then conducted to determine the basic number of lanes, intersection configurations, and/or the need for interchange modifications (or new interchanges), if applicable.

Conceptual Design Analysis: Following the identification of the purpose and need for an improvement, the next step in the process is to develop conceptual design alternatives. This step is

accomplished by first identifying the potential typical sections which could accommodate the requirements outlined in the Traffic Technical Memorandum. Examples include urban, suburban and rural sections with open or closed drainage systems, varying median widths, travel lane widths, border widths, and bicycle and pedestrian accommodations. These typical sections will be developed and documented in a Typical Section Report. We will establish the typical section, which will continue into design. Then alternatives based on the approved typical will be assessed in terms of potential impacts and benefits to the project area, as well as ability to satisfy project need. The alternatives will be developed based on the key design factors, such as:

- Traffic operations and level of service
- Consistency with local comprehensive plans
- Horizontal and vertical geometry
- Drainage requirements
- Safety
- Access Management
- Right-of-Way requirements
- Potential relocations and business damages
- Environmental impacts
- Utilities
- Maintenance of Traffic
- Constructability
- Improvement costs
- Cost effectiveness

As these factors are analyzed, and the impacts of each alternative are quantified, a comparative evaluation of the various alternatives will be conducted. This evaluation usually takes on the form of a matrix in which each of the determining factors is displayed for a side-by-side comparison. Based on this evaluation, the alternatives can be modified (i.e., for example, shifting the alignment through sensitive or populated areas) and the comparative procedure repeated. This iterative process will continue until the optimal alternative is developed for a project.

Structural Engineering



DRMP has designed over 150 bridges and box culverts. The projects have included bridge repairs/rehabilitation for bridges with heavy deterioration to their concrete and steel elements, bridge load ratings, bridge condition assessment, and bridge and culvert replacements. Our bridge experience includes everything from box culverts and short span bridges to major bridges consisting of multiple span continuous steel bridges. We use sophisticated structural analysis software that enables us to evaluate repair versus replacement issues. Often, an existing structure can be rehabilitated in lieu of replacement, while extending the useful life of the structure for many years. Our team offers experience in the following areas:

- New Bridge Design
- Stormwater Structures
- Retaining Wall Design
- Bulkhead Design
- Parking Decks and Sea Walls
- Sign Structures
- Docks/Piers
- Foundation Design
- Utility Structures
- Storage Tank Design
- Pedestrian Bridges
- Specialty Structures
- Tunnels/ Major Culverts
- Design/Build
- Bridge Condition Evaluation
- Bridge Load Rating
- Bridge Repair/Rehabilitation
- Bridge Construction Engineering Inspection

Utility Design

DRMP offers Utility Design services, focusing on both preliminary design and utility coordination.



Preliminary Design: Initially, our Project Manager will meet with the City's staff to obtain all existing As-Builts or Record drawings and preliminary information they have gathered. We will discuss any potential design specific issues that the City may be aware of for the proposed utility system improvements. DRMP shall inspect the project site or corridor, taking photo documentation and field notes to review and to become familiar with the utility project specifics. Design tickets would then be acquired such that DRMP would be prepared to make contact with the Utility Agency Owner's (UAO's) within the project limits as shown on the Sunshine State One Call ticket. Simultaneously, Right-of-Way surveying and location of existing utilities and appurtenances, signage or structures, etc. within the project area will be underway as needed. At this time, SUE investigations may also take place. The required geotechnical exploration will be performed once a plan is developed and coordinated with the City for locations and offsets of proposed borings along the alignment. A video record of the existing conditions can also be prepared at this time or prior to construction by the selected contractor.

Utility Coordination: Utility system improvements require utility coordination to avoid potential conflicts encountered during the construction phase of the projects.

DRMP has the capability to perform subsurface utility excavations (SUE) for utility projects, as needed. Our team will research existing City As-Builts and Record drawings for the project limits, verify and compile a list of other utility vendors as stated above per the design ticket information from Sunshine (power, gas, telephone, etc.), order surface markings for each utility and communicate with City staff and the appropriate utility providers as needed to facilitate design efforts.

Once the utilities have been located vertically and horizontally by our field SUE team, using either Ground Penetrating Radar (GPR) and/or vacuum excavation equipment, the data will be translated into a format suitable to aid in the design of the project and to minimize any potential conflicts with existing utilities, storm piping infrastructure or other adjacent facilities. All above ground utilities shall also be located and incorporated into the database for any utility profiles within the project corridor. The SUE's shall be picked up and incorporated into the survey file used for preliminary design development (30% plans and design brief).

Environmental Support Services



As the permitting process begins, it is important for us, DRMP, to clearly communicate with the City, so that there is a mutual understanding of each project's details, and so the permitting process can be steered to accomplish your goals. DRMP will hold a kickoff meeting for each project that allows for communication between the City and the various consultant disciplines that will be cooperating to achieve the project goals. Once a clear understanding of the project has been established, each discipline can develop a unique methodology to be implemented.

From an environmental perspective, initial data gathering and field assessments are conducted at the

next stage. DRMP will conduct a review of appropriate data available in the literature, such as National Wetlands Inventory (NWI), City soil maps, site-specific aerial photography, Florida Natural Areas Inventory (FNAI) reports on listed wildlife occurrence, and other relevant sources. Field reviews will focus on wetland locations and presence of state and federal listed wildlife species. Wetland jurisdictional limits are delineated using the criteria stated in the United States Corps of Engineers Wetlands Delineation Manual (1987) and in accordance with Chapter 62-340.300, Florida Administrative Code.

DRMP has accomplished past permitting success, due in part, to early coordination with the regulatory agencies. Early communication through letters, phone conversations, and pre-application meetings informs the agencies of the proposed project, and introduces them to potential environmental issues. This early coordination allows for the regulatory agencies to express their concerns, provide relevant information which could be useful on the current project, and to negotiate solutions to potential permitting challenges. It also allows for project engineers to modify design plans to avoid environmental impacts during early design phases. This prevents costly redesign towards the end of a project, and eliminates associated scheduling delays.

When necessary, mitigation to offset potential environmental impacts is an integral part of the permitting process. DRMP will assess all possible mitigation options; preservation, creation, enhancement/restoration, mitigation banking, incidental take fees, etc., and determine which option is in the best interest of the City. The recommended mitigation option will be the most cost effective, the most schedule-friendly, the most environmentally appropriate, and the one that is approved by the regulatory agencies.

DRMP is particularly proud of its permitting team, having permitted hundreds of projects over the past few years. Wetland resource permitting is a major component of DRMP's professional services. Permits are obtained as required from the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), NWFWMD, and county agencies. In support to the City for permitting applications, DRMP can determine agencies with jurisdictional over specific wetlands, assist in project planning including design assistance for avoidance and minimization of impacts, conduct jurisdictional delineations and obtain agency approval for those delineations and negotiate with the agencies for appropriate wetland mitigation through restoration, creation, or banking. DRMP also provides survey and permitting services for protected species issues. DRMP maintains state of the art GIS technology that is fully integrated to support a variety of environmental applications. DRMP can provide spatial analysis services ranging from simple mapping to the highly sophisticated 3-dimensional analyses. DRMP maintains and runs the most recent versions of ArcGIS, Arc/INFO, ArcView and AutoCAD that can be utilized for wetland delineation, basin studies, soils maps and numerous other applications.

Ecological scientists and biologists work closely with the firm's interdisciplinary teams on a broad range of land planning and development projects. This teamwork ensures the creation of projects that are sensitive to the character and natural attributes of each project site. Our ecological capabilities include the following:

- Environmental and Biological Assessments
- Environmental Impact Statements
- Wetland Delineation
- Wetland Systems Monitoring
- Wetland Restoration and Mitigation Plans

DRMP is a full-service environmental and engineering consulting firm that provides a broad spectrum of services. Our multi-disciplinary staff of professionals has a proven track record of service to the public and private sector, as well as combined experience and expertise in all facets of ecological, water, wildlife and resource management. Our primary resource is our highly qualified staff that can provide a product in a timely and cost-effective manner.

Environmental and Ecological studies include pre-purchase assessments, wildlife surveys, endangered and threatened species analysis, roadway corridor studies, public involvement, and government planning/site impact studies. Studies also include Development of Regional Impacts studies, Wetland Evaluation Reports, Endangered Species Biological Assessments, Pond Siting Reports and Water Quality Studies. Other capabilities include: assessment of water

withdrawal and impoundment impacts, habitat evaluation, environmental permitting, ecological modeling, aerial photographic interpretation, mitigation design and construction, and GIS, Microstation and CAD services.

Construction Engineering and Inspection Services



DRMP offers construction services during the initial planning stages of a project through the construction inspection and dedication of infrastructure. Collaborating with project planners and designers, construction specialists assist in building solutions that will anticipate construction hurdles, thereby avoiding potential budget and schedule delays to the project. DRMP's Construction Services Division will assist our Design staff by providing constructability reviews, estimating, bid review and coordination during construction. In addition, DRMP CEI staff can provide hands-on site inspection, if desired. Our staff will be made available and dedicated to providing inspection services as needed to verify construction operations are completed in reasonable conformity to the plans and specifications.

The DRMP Team has experienced construction engineering inspection personnel to assist during construction. These services can range from nominal services such as one visit per week to full construction observation on a daily basis. The construction services typically consist of the following:

- Attendance at preconstruction conference
- Review shop drawings, payment requests and claims and provide a tracking system
- Process and track requests for additional information (RFI's) and obtain timely resolutions
- Resolve field conflicts
- Anticipate the work of contractors, require submittals of contractor look-aheads, and provide opportunities for resolving issues without construction delays
- Attend meetings
- Monitor maintenance of traffic utilized by the contractor
- Prepare change orders and record drawings.
- Conduct inspections at substantial and final completion
- Certify completion to regulatory agencies.
- Provide start-up assistance
- Visiting the site(s) periodically
- Reviewing payment requests
- Reviewing claims

Surveying Topographic Survey/Design Surveys



Topographic surveys are the mainstay of most continuing service contracts. No engineering work can be prepared without the benefits of a quality topographic/design survey. Tasks of this type of survey involve the establishment of local horizontal and vertical controls referenced to even higher quality survey controls. The horizontal locations of features will be established through either conventional traverse or one of several GPS methods, depending on site accessibility, satellite visibility, accuracy, and cost-effectiveness. In fact, the use of GPS for deriving elevations is a sound practice and has many useful and effective applications. Regardless of our data collection system, all data is recorded electronically and in traditional field books for project documentation. All surveys are performed with automation in mind, reducing the amount of processing by office staff. Our field methodology results in an approximate 70% completed office product. Drafting issues are minimal which saves our clients dollars. Delivery of a survey product is most important and we take great pride in the quality of our work.

Terrestrial Static LiDAR (Laser Scanning) Services



DRMP's, Surveying and Mapping Division utilizes a **RIEGL VZ-400 and VZ400i Terrestrial Static LiDAR scanners** with **TopoLift** for our LiDAR scanning applications to rapidly collect 3D survey data for sites or objects, **to provide a prompt and efficient delivery of any type of project.** Scanning can be used to collect data that is otherwise inaccessible due to safety concerns, such as pavement information in travel lanes or objects in hazardous areas. Data can also be collected for areas that do not lend themselves to data collection by conventional means, such as undersides of bridges, or highly congested intersections where above ground features would be difficult to collect. We use the scanner manufacturer proprietary software to register scans and export to a project point cloud, then we utilize TopoDOT software, running in Microstation, to extract linework and point elevations, model surfaces, and measure vertical clearances to objects such as bridge girders and overhead power lines. The resulting deliverable files range from standard Microstation or AutoCAD drawings, to the full registered point clouds for the client's use.

Our staff's knowledge and experience in 3D laser scanning results in a large amount of data, collected in a short span of time, which allows for lower estimated project costs and accelerated project schedules. The benefit of 3D laser scanning provides an opportunity to save time and money on your next project.

Unmanned Aircraft Systems (UAS)

DRMP's Surveying and Mapping Division utilizes a **Trimble UX5 HP Unmanned Aircraft System (UAS)** to efficiently and safely collect high accuracy aerial data. This system allows DRMP to collect data in hard to access or inaccessible areas or sensitive areas where conventional surveying methods may be destructive to the soil or vegetation. This data can then be used to produce 3D topographic surveys, monitor erosion, calculate stock pile volumes just to name a few. We use Trimble Aerial Imaging to plan our mapping flights and Trimble Business Center to process the data. This system not only helps DRMP increase productivity and accelerate schedules it also reduces project costs.



Unique Concepts and Cost Saving Suggestions

DRMP's equipment and technology allows our staff the ability to collect more data during the course of the day and we have found them to be very productive tools to quickly and accurately complete projects saving the City time and money. Our office support is substantial giving us the ability to respond to all projects large or small quickly and effectively no matter where they are located. We pride ourselves on being the best. We accomplish this by providing unsurpassed services to our clients. All of DRMP's crews are cross trained in Survey using GPS/RTK and Subsurface Utility Engineering enabling us to simultaneously complete projects by surveying the SUE work in the field as soon as it completed or during the project.

Underground Utility- DRMP will contact and coordinate with all utility companies' prior to commencing any work on a project to coordinate with utility representatives to schedule a meeting at the project site at an appropriate place and time and to acquire as-built drawings if available. During the field meeting with the utility companies, survey personnel will keep detailed notes on the types of utilities, size, ownership, the locator's name, and title.



Permits and Coordination- Prior to any work commencing, our staff will coordinate with all municipalities, counties and state agencies to secure required permits allowing our crews to work within each respective jurisdiction's right of ways, roadways and properties.

Designating- DRMP will closely coordinate with all utility owners and agencies to acquire as-built drawings, plans, atlases, prints, and any record drawings available depicting the buried utilities within a project area. Our trained and experienced designating crews equipped with state-of-the-art locating equipment will designate, certify, record, and mark the approximate horizontal location of all impacted buried facilities. The training and experience of our crews and quality of our equipment will allow for these markings to be within two feet of either side of the underground line.

Locating- After the buried utilities have been designated, our vac-crews will accurately locate each line vertically, at the City's request, by performing a test hole using air-vacuum excavation equipment. The center of each line and pipe, and the edges of ducts will be monumented using PK nails, hubs, laths, and appropriately color-coded permanent markers for future surveying of each test hole. Also, the size, elevation, material, and general make up of each facility will be recorded on the lath/hub and field form. We will ensure that the test hole area is not disturbed to more than the specified 225 square inches, and that the hole is back-filled with clean fill. The work area will be repaired, refaced, and left in a condition equal to or better than before excavation.

GPR/VVH Investigations – DRMP's well trained and experienced group of technicians with our state-of-the-art radar equipment ensures DRMP's prompt and efficient response to any project(s) within the City. DRMP is professionally trained and equipped to handle the entire gamut of GPR projects.



The typical approach for this type of work is outlined below:

DRMP, based on FHWA standards, provides services relative to quality levels in order to quantify the level of accuracy or effort involved with the service:

- **Quality Level D - RESEARCH**: Before any project begins, our staff acquires and reviews existing as-built information and utility records that may impact the project limits. This information is very useful for planning, but is frequently inaccurate and would not be relied upon.
- **Quality Level C - FIELD INVESTIGATION**: Once the initial research is complete, our survey staff will finalize this effort by verifying the as- built and utility records obtained previously with existing field conditions. This also provides us the opportunity to discover any utilities that may have been overlooked in the research phase. At this point the utilities are still not horizontally or vertically verified.
- **Quality Level B - UTILITY DESIGNATION AND MAPPING:** With the research and field investigation being complete at this stage, our surveyors begin the subsurface utility designation and two dimensional mapping of the utilities. This provides the engineering design team or contractors the opportunity to identify areas that may be in conflict with the subsurface utilities. At this point the subsurface utilities are still not verified.

- **Quality Level A - UTILITY LOCATION:** Once the two dimensional mapping and conflict areas of the subsurface utilities are identified, the utilities can be verified vertically and horizontally (VVH) by the use of non-destructive vacuum excavation equipment. this technique allows our survey crews to properly identify and precisely locate (VVH) the utilities.

Our survey and mapping division currently operates two subsurface utility crews outfitted with the vacuum excavator, GPR, cutting saws, jackhammers, compactors, designation and surveying equipment, and various tools to provide full service utility location and mapping.

Safety

Safety is the most important aspect of any project especially when working along any roadway. We ensure that our personnel have all the training and equipment necessary to conduct their survey operations. The following is a list of safety measures we have established:

- FDOT Survey Safety Handbook
- FDOT Survey Safety Video
- Trained Personnel (MOT Certified)
- CSX Railway Safety Training
- High Visibility Safety Vest's
- Reflectorless Total Stations (All Survey Crews)
- Maintenance of Traffic Plan (MOT Plan)
- Acme Barricades (Additional MOT Equipment)
- Law Enforcement (If Needed)
- Frequent Field Checks by the project manager to ensure

Boundary Surveys/Right of Way Surveys

Most boundary surveys begin with research including the compilation of deed descriptions, section information, adjacent plats, existing local surveys, tax roll data, certified corner records, Aerial Photos and property appraiser information. Some projects/sites require more extensive research if litigation is involved, or if the property abuts a DOT right-of-way or railroad corridor. The survey crew will traverse the boundary, performing redundant measurements to all found monumentation. If a conventional field traverse method is used, all control measurements will result in a closed geometric figure. During the course of the survey, crews will locate any evidence of boundary lines or easements such as fences, utilities, hedges, walls, dirt roads traversing the property, pedestrian trails, or indications of prescribed uses.

Once the boundary has been traversed, technicians will reduce errors through a least squares adjustment, calculate the position and set any missing boundary corners with suitable subsurface marker and identifiable cap. Under the direction of the Registered Surveyor, project technicians will draft a map of the survey, clearly labeling all pertinent information relating to the property's use and boundary and noting any additional required pertinent information. If needed, a surveyor's report will be furnished to communicate any substantive information which could not be otherwise mapped. The final boundary survey map will be provided to the client in the specific number of executed hardcopies and in digital format.

Funding Assistance

The DRMP Team is experienced in providing innovative ideas and approaches to minimize costs. Many of our clients are small communities that must seek funding assistance through loan and grant programs from federal and state agencies. DRMP is always on the look out to identify potential grant opportunities for our clients and will continue to do so for the City.

Public Involvement



One element that DRMP recognizes is critical in terms of project acceptance is public involvement. A responsive and effective citizen participation program is essential in project development. Although the public as a whole understands that complex problems are often impossible to solve without adverse or unequal effects imposed on certain interests, it is vital that the public perceives the decision-making process of a project to be fair and open. Most people will not accept decisions that

are enacted or imposed on them without their input during the planning process and will do whatever possible to stop such a project. Generally, the public is able to discern which needs and wants are legitimate and reasonable; however, some public opposition is inevitable.

A basic philosophy of transparency will be applied in the development of our citizen participation program. We consider the task of locating, identifying and communicating with the various government officials and staffs, civic organizations and special interest groups, and the general public to be of primary importance in the overall success of the assignment. Information regarding community attitudes and opinions will be gathered during the public participation program.

We will conduct this task in an objective yet personal manner, involving direct communication with community residents. A successful public involvement program will produce proactive participation of concerned citizens throughout the project's design and construction

Subconsultant Project Experience

The following projects were completed by our subconsultant Robert E. Taylor, A.I.A., Architect, P.A. and demonstrates further experience with City Complexes.



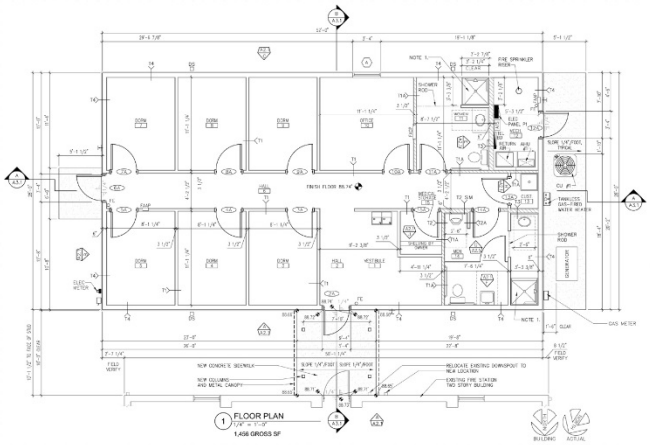
Design Aspects:

- Concise floor plan designed to accommodate sleeping quarters and essential facilities to augment existing fire stations.
- Standardized footprint to enable re-use on multiple sites.
- The structure is designed and constructed to resist high wind loads as required for essential services facilities.

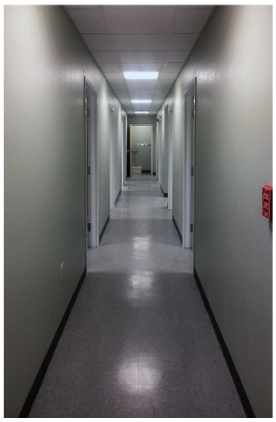
Civic Administration

Satsuma Fire Department dormitory
Satsuma, Florida

Contractor: J.A. Standridge Construction, Inc.
Started: December 2016
Completed: Estimated completion May 2017
Construction cost: $302,250.00









ROBERT E. TAYLOR
A.I.A. ARCHITECT P.A.
710 ST JOHNS AVENUE,
PALATKA, FLORIDA
Phone: 386-325-7341
e-mail: taylor@ret-tbd.com
www.ret-aia.com

Primary Contact:
Quin Romay ,Chief
Putnam Co. Dept. Of Emergency Services
410 South S.R. 19
Palatka, Florida 32177
Phone: 386- 329- 0379



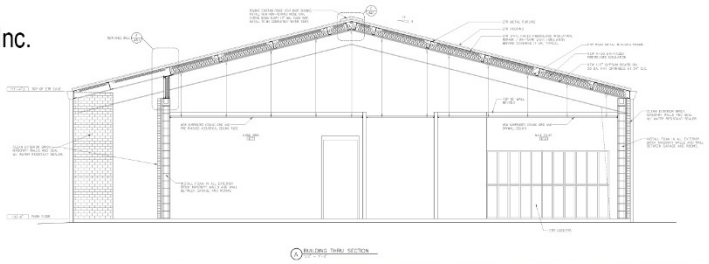
Design Aspects:

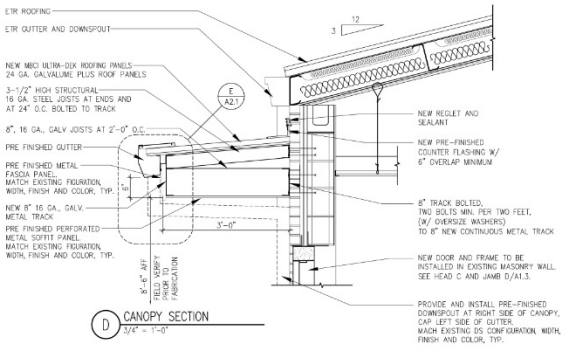
- Perform mold and mildew mitigation.
- Install new HVAC equipment, install new insulation and seal all penetrations preventing possible moisture infiltration.
- Remodel and refurbish interior spaces to better accommodate the current needs of the EMS personnel.
- Add Doctor's Office and Exam Room

Renovation

BRADFORD COUNTY EMS RENOVATIONS
Starke, Florida

Contractor: Taylor Builders & Developers, Inc.
Started: March 2013
Completed: June 2013
Square Foot: 3,350 sq. ft.







ROBERT E. TAYLOR
A.I.A. ARCHITECT P.A.
710 ST JOHNS AVENUE,
PALATKA, FLORIDA
Phone: 386-325-7341
e-mail: taylor@ret-tbd.com
www.ret-aia.com

Primary Contact:
Mr. Brad Carter, County Manager
P O Drawer B
945 N. Temple Avenue
Starke, FL 32091
Phone: 904-966-6327

SWORN STATEMENT UNDER SECTION 287.133(3) (1)
FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for New Smyrna Beach.

This sworn statement is submitted by DRMP, Inc.

[Name of entity submitting sworn statement]

whose business address is: 955 Croton Road, Melbourne, FL, 32935 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1791174. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: n/a. My name is Chris D. Towne, PE and my relationship to the entity named above is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means
a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

_x_ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 5/9/17

Signature

STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Chris D. Towne, PE
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 9 day of May, 20 17.

My commission expires: 3/21/19

Notary Public

LISA A GREENE
Notary Public - State of Florida
Commission # FF 199033
My Comm. Expires Mar 21, 2019
Bonded through National Notary Assn.

Lisa A. Greene
Print, Type, or Stamp of Notary Public

Personally known to me, or
~~Produced Identification~~:

Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Chris D. Towne, PE
2. Vice President who was duly sworn, deposes, and states:
3. I am the Vice President of DRMP, Inc. with a local office in Melbourne and principal office in Orlando.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 9 day May 20 17.

Signature

Chris D. Towne, PE — Name of Affiant

Vice President — Title

Sworn to and subscribed before me this 9 day of May 20 17.

Personally known x OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida My commission expires 3/21/19

LISA A GREENE
Notary Public - State of Florida
Commission # FF 199033
My Comm. Expires Mar 21, 2019
Bonded through National Notary Assn.

Lisa A Greene
(Printed typed or stamped commissioned name of notary public)

VENDOR INFORMATION

Vendor is:
(x) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 59-1791174

Firm Name: DRMP, Inc.

Mailing Address: 955 Croton Road

Melbourne, FL, 32935

Telephone No. 321.775.9634 Fax No. 407.896.4836

Email Address: ctowne@drmp.com Web Address: www.drmp.com

Service or Commodity Supplied: Engineering Services

If remittance address is different from the mailing address so indicate below.

Firm Name: (same as above)

Mailing Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Chris D. Towne, PE, Vice President

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
90%	Patrick Air Force Base Engineering	$ 1,800
15%	Patrick Air Force Base Shoreline Environmental	$ 7,297
56%	Ascension Island Runway/Support Facilities Replacement	$ 253,919

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

No current shortlists pending for the proposed team at this time.

OTHER INFORMATION ABOUT PROJECTS:

n/a

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

Please see the following page for a listing of our firm's litigation from the past five (5) years.

Litigation

DRMP, Inc. has never been the subject of an investigation conducted by a regulatory or professional licensing board.

DRMP has been subject to legitimate, frivolous, and harassment lawsuits as a result of our actions or inactions in the 39-year course of the practice of our business. However, no litigation has occurred involving contractual issues. The following provides a detailed explanation of suits that occurred within the last five years.

SR 78/SR 29, Glades County, FL, Florida Department of Transportation: DRMP was named as a co-defendant in a lawsuit brought against a general contractor and an engineering company. The suit involved wrongful death caused by a drunken driver in a construction zone. The suit alleged that temporary rumble strips should have been placed on the roadway during construction. DRMP disputed this claim. The lawsuit was settled out of court in January 2012.

Del Prado Boulevard, City of Cape Coral, Florida: DRMP has been named as a co-defendant in a lawsuit brought against a general contractor and subcontractors in a case involving a traffic accident in a construction work zone. DRMP prepared a Traffic Control Plan for the phased roadway widening project. The lawsuit alleges negligence on the part of all defendants. DRMP is disputed this claim. The lawsuit was settled out of court June 2014.

Western Beltway, Part C, Section 24, Florida's Turnpike Enterprise (FTE): FTE notified DRMP as to a conflict in the required clearance elevation of the Indian Creek Boulevard Bridge on SR 429. The conflict was corrected by lowering the roadway beneath the bridge. The FDOT has filed a claim against DRMP to cover the cost of lowering the roadway. The lawsuit was settled out of court in July 2015.

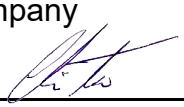
Florida's Turnpike Project (Jetvig Case): In 2016, DRMP was named as co-defendant in a wrongful death lawsuit. DRMP was hired by Florida's Turnpike Enterprise to design resurfacing plans for a stretch of Florida's Turnpike. The death was a result of a drunk driver that rear-ended another passenger vehicle, propelling that vehicle into an ITS Pole. DRMP was not responsible for the placement of the ITS Pole. It was a pre-existing condition when we were hired for this project; and was not located within the clear zone. DRMP is working to get dismissed from this case.

We are aware of no other current or pending litigation to which DRMP is a party.

TYPE OF FIRM:

☒ Corporation/Years in Business: 39. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

DRMP, Inc.	955 Croton Road
Company	Address
	Melbourne, FL, 32935
Authorized Signature	City, State, Zip Code
Chris D. Towne, PE, Vice President	321.775.9634
Printed Name & Title	Telephone No.
ctowne@drmp.com	407.896.4836
Email	Fax No.

PROPOSER CHECK LIST

I M P O R T A N T: **Please read carefully, sign in the spaces indicated and return with your Qualifications.**
Proposer should check off each of the following items as the necessary action is completed:

[x] All information as requested in the Proposer's Qualification Form is included.

[x] All applicable forms have been signed and included

[x] Any addenda have been signed and included.

[x] You have included the **electronic version** of your proposal (required), as well as the hard copies required.

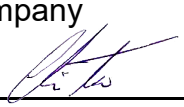
[x] The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

[x] **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

[x] The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

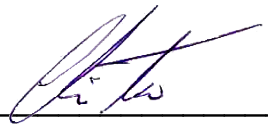
ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

DRMP, Inc.	955 Croton Road
Company	Address
	Melbourne, FL, 32935
Authorized Signature	City, State, Zip Code
Chris D. Towne, PE, Vice President	321.775.9634
Printed Name & Title	Telephone No.
ctowne@drmp.com	407.896.4836
Email	Fax No.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



Proposer Signature

DRMP, Inc.

Firm Name

END OF ADDENDUM #1

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
MEAD AND HUNT, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of MEAD AND HUNT, INC. (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND MEAD AND HUNT, INC., AGREE AS FOLLOWS:

1. The City and MEAD & HUNT, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH	MEAD AND HUNT, INC.
By: _____	By: _____
Fred E. Cleveland, Mayor	Brad Blais, P.E., Vice President
Date: _____	Date: May 2, 2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Kari Rahn. I am over the age of Twenty-one years old. I am the HR Director (Title) of Mead & Hunt, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: May 1, 2025

Signed: Kai Rahn
Print Name: Kari Rahn
Title: HR Director

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 1st day of May, 2025 by Heidi Derendinger as HR Assistant on behalf of Kari Rahn who is personally known to me or who has produced _____ as identification.

(Notary Seal)

HEIDI R. DERENDINGER NOTARY PUBLIC STATE OF WISCONSIN

Heidi R. Derendinger
Notary Public, State of ~~Florida~~ Wisconsin
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2024

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Beau Murray **PHONE (A/C, No, Ext):** 608-242-2558 **FAX (A/C, No):** **E-MAIL ADDRESS:** BMurray@holmesmurphy.com
INSURED MEAHUNPC Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance — 37885 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** American Guarantee & Liability Ins. Co. — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 765756535 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC138723302	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Property Professional Liability (Claims-Made)			CPP182316702 DPR5030749	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Bldg/BPP: $22,620,427 Per Claim: Per Aggregate:	BI: $15,000,000 $10,000,000 $10,000,000

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

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of New Smyrna Beach

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723102	7/1/2024	7/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO138723202	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO138723202	7/1/2024	7/1/2025			$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No WC138723302 Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:

   a. Under **Coverage A**:

      (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and

      (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.

   b. Under **Coverage B.**, **loss** does not include defense expenses and supplementary payments.

4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

   Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.

5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:

   a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

B. The following definitions are applicable to **Coverage A** only:

1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

2. **Insured** means:

   a. You;

   b. Any person or organization included as an **insured** in **underlying insurance**; and

   c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.

3. **Non-Admitted Jurisdiction** means:

   a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or

   b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.

4. **Occurrence** means a covered event as defined in **underlying insurance**.

5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

a. As if each **named insured** were the only **named insured**; and

b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

(1) How, when and where the **occurrence** took place;

MEAD & HUNT, Inc.
One Water Standard Billing Rate Schedule
Effective January 1, 2025

Standard Billing Rates

Archaeologist/Historian Technician, Project Assistant I, Technical Editor I	$84.00 / hour
Archaeologist/Historian I	$89.00 / hour
Archaeologist/Historian II	$95.00 / hour
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I	$100.00 - $110.00/ hour
Project Assistant III, Technical Editor III, Technician II	$126.00 / hour
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I	$130.00 - $146.00/ hour
Senior Archaeologist/Historian, Project Assistant IV, Technical Editor IV, Technician III	$146.00 / hour
Registered Land Surveyor	$177.00 / hour
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II	$155.00 - $165.00/ hour
Project Archaeologist/Historian, Technician IV	$158.00 / hour
Senior Technician	$189.00 / hour
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III	$189.00 / hour
Senior Engineer, Architect, Interior Designer, Planner and Scientist	$227.00 / hour
Project Engineer, Architect, Interior Designer, Planner and Scientist	$205.00 / hour
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist	$240.00 / hour
Senior Associate, Senior Client/Project Manager	$265.00 - $330.00/ hour
Principal	$340.00 / hour

Expenses

Geographic Information or GPS Systems	$110.00 / day
Total Station Survey Equipment	$220.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
MEAD AND HUNT, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of MEAD AND HUNT, INC. (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND MEAD AND HUNT, INC., AGREE AS FOLLOWS:

1. The City and DRMP, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

MEAD AND HUNT, INC.

By: _____
Brad Blais, P.E., Vice President

Date: May 20, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/10/2024

END OF CONTRACT FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2024

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

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

PRODUCER	CONTACT NAME: Beau Murray
Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	PHONE (A/C, No, Ext): 608-242-2558 FAX (A/C, No): E-MAIL ADDRESS: BMurray@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance	37885
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee & Liability Ins. Co.	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 765756535 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Cont Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC138723302	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Property			CPP182316702	7/1/2024	7/1/2025	Bldg/BPP: $22,620,427	BI: $15,000,000
A	Professional Liability (Claims-Made)			DPR5030749	7/1/2024	7/1/2025	Per Claim:	$10,000,000
							Per Aggregate:	$10,000,000

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

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of New Smyrna Beach

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
MEAD AND HUNT, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of MEAD AND HUNT, INC. (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND MEAD AND HUNT, INC., AGREE AS FOLLOWS:

1. The City and MEAD AND HUNT, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: June 29, 2023

Attest: _____
Kelly McQuillen, City Clerk

MEAD AND HUNT, INC.

By: _____
Brad Blais, P.E., Vice President

Date: May 18, 2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
MEAD AND HUNT, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of Mead and Hunt, Inc. (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND MEAD AND HUNT, INC. AGREE AS FOLLOWS:

1. The City and Mead and Hunt, Inc. agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

MEAD AND HUNT, INC.

By: _____
Brad Blais, PE, Vice President

Date: February 16, 2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 6/22/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 31st day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **Mead & Hunt, RFQ submitted as Quentin L. Hampton Associates, Inc.**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to

proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders;

at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require

with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means

and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-

consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the

CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public

agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST:

Johnny R. Bledsoe 7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Mead & Hunt, previously Quentin L. Hampton Associates, Inc.

BRAD T. BLAIS, VICE PRES.

(Authorized Officer)(Date) 7/13/17

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: 7/31/17

(City Attorney) (Date)

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

QUENTIN L. HAMPTON ASSOCIATES, INC.
CITY OF NEW SMYRNA BEACH
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

Position	Rate
Expert Witness	$250
Principal	$175
Project Manager	$175
Professional Engineer	$140
Engineering Intern	$100
Construction Services Supervisor	$85
Production Supervisor	$80
GIS Technician	$75
CADD Technician	$75
Grant/Funding Coordinator	$70
Federal Grant Compliance Specialist	$70
Construction Project Representative (Inspector)	$65
Sr. Administrative Supervisor	$60
Administration Support	$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	$175
Project Administrator/Project Engineer	$140
Assistant Project Administrator/Project Engineer	$100
Senior Inspector/Senior Engineer	$85
Utility Coordinator	$85
Senior Inspection Building Structures	$85
Resident Compliance Specialist	$70
Inspector/Engineer Intern	$65
Asphalt Plant Inspector	$65
Public Information Officer	$65
Building Inspector/Electrical	$65
Contract Support Specialist	$60
Associate Contract Support Specialist	$50
Inspector's Aide	$50
Secretary/Clerk Typist	$50

Subsurface Utility Engineering (SUE) Services

Project Manager	$140
Project Coordinator	$70
Field Technician	$65
Administrative Support	$50
Vacuum Excavator	$600/day
Ground Penetrating Radar (GPR)	$150/day
Truck	$300/day

ORIGINAL

QLH

Quentin L. Hampton Associates



City of New Smyrna Beach
Request for Qualifications
RFQ 12-17-ENG
Continuing Professional Engineering Services

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com



Nothing but the Facts...

Headquarters: 4401 Eastport Parkway, Port Orange, FL 32127

Years In Business: 53 years

Roots:

QLH's roots began in municipal wastewater engineering sector during the transition from primary to secondary/tertiary treatment. The firm pioneered advanced nutrient removal processes and public access reclaimed water. QLH has evolved into an engineering consultant specializing in all facets of water resources and municipal engineering including potable water, wastewater, reclaimed water, stormwater, civil/site design, parks and recreation, planning design services, airport facilities, and construction engineering inspection services.

Specializing In:

Planning, Design, and Construction Services for: raw water supply, water treatment, water distribution, wastewater collection, wastewater treatment, reclaimed water, stormwater management, parks and recreation, planning design services, and general civil projects. We also specialize in funding assistance and building inspections/plan review.

What We Most Covet:

Our long term continuing professional relationships with clients in East Central Florida ranging up to 48 years.

3 Quick Things You Don't Know About Us:

1. Privately owned by the professional engineers that actively work on all day-to-day operations.
2. Only serve public clients.
3. The project manager who starts a project will serve as the lead design professional from inception to completion.

QLH

Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

May 9, 2017

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Avenue
Finance Department, 2nd Floor
New Smyrna Beach, FL 32168

REQUEST FOR QUALIFICATIONS
CONTINUING PROFESSIONAL ENGINEERING SERVICES
RFQ # 12-17-ENG

Dear Purchasing Coordinator,

We are pleased to offer the enclosed response to the Request For Qualifications (RFQ) for Continuing Professional Engineering Services for the City of New Smyrna Beach. In accordance with the instructions, we have included one (1) original (unbound), three (3) identical copies and one (1) identical digital version in PDF format on USB flash/thumb drive. With this submittal, we believe that we have fulfilled the requirements of this RFQ and have provided a comprehensive overview of our firm and our firm's capabilities. In areas of specialization, we have enlisted the support of highly qualified specialty sub-consultants, and assembled a superior design team that satisfies every element of the City's RFQ. As you will see, our design team has a proven track record of excellence and is fully qualified to fulfill every aspect of this RFQ. In addition, our firm offers many other services that can fulfill varying needs that may suddenly arise at the City.

Quentin L. Hampton Associates, Inc. (QLH) is a full service civil engineering consulting firm which specializes in municipal engineering, construction services, inspection and grant assistance. QLH has provided professional engineering services to municipalities and utilities in East Central Florida since 1964 and served the City of New Smyrna Beach in various capacities since 2002. The firm has 26 employees in its growing Port Orange office and our staff welcomes this opportunity to continue serving the City.

The firm's capabilities include all aspects of civil and environmental engineering, and construction services. The abilities of our professional staff are fully supported by experienced designers, CADD and GIS technicians, inspectors and administrative personnel. In addition, our staff includes two in-house grant specialists that are able to assist with procurement and administer grants for qualified projects. We have an extensive background in working with the Florida Department of Transportation (FDOT) and the Local Agency Program (LAP) administered by the FDOT. For other sub-consulting disciplines, we have maintained long standing relationships for transportation, survey, geotechnical, biological, and landscape design with the region's top firms.

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qlha@qlha.com

Over the years, QLH has assisted the City in the development of several municipal projects including marine, park, recreational facilities, city complexes, and sidewalk projects. We have served in various capacities including: design, construction inspection, planning, design-build, and other tasks as deemed necessary. We stand ready to continue serving the City with experienced, qualified personnel who are immediately available. I, Brad T. Blais, P.E., will be the Principal-In-Charge and primary contact for this proposal; Andrew M. Giannini, P.E., Project Manager, will be the alternate. I can be reached by phone at: (386) 761-6810, e-mail: bblais@qlha.com, or cell phone: (386) 547-7360.

Very truly yours,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Brad T. Blais, P.E.
President

BTB:el

QUALIFICATIONS OF FIRM



The Top Ten

Ten Things That Set Us Apart From the Competition

1. QLH specializes in water, wastewater and reclaimed water engineering.
2. QLH has a proven record of efficiently serving small to medium municipalities throughout central Florida.
3. QLH's approach is to develop excellent working relationships with our clients in order to operate as an extension to city staff to be "goal driven" vs. "fee driven".
4. QLH has an established local presence in Flagler County since 1964 and excellent working relationships with local agencies.
5. QLH has large firm capabilities, but with small firm service.
6. QLH maintains very low overhead which provides for competitive rates and financial stability.
7. QLH only serves governmental clients, no private clients; thus avoiding conflicts of interest/priorities.
8. QLH project managers are all principal owners of the firm.
9. QLH offers unrivaled funding/financing expertise including SJRWMD Cost Share, FDEP 319h, and FDEP SRF.
10. QLH has the largest construction services staff in East Central Florida including a licensed building code administrator and certified general contractor.

QLH
Quentin L. Hampton Associates

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Quentin L. Hampton Associates, Inc.

QLH was formed by Quentin L. Hampton in 1964 and was incorporated in 1967. Quentin L. Hampton was a pioneer in wastewater treatment and acquired numerous patents for various treatment processes. Quentin served until his retirement in 1985. Rick Fernandez followed Quentin as president and took the company into the next millennium. Under Rick's direction and guidance, the company grew to over 35 employees. Rick retired in 2005, but stayed with the company until 2010 as a Director. Quentin's son, took over the helm in 2005 and was the firm's president until retirement in 2009. Currently, Brad Blais serves as President, David King serves as Vice President/ Treasurer and Andrew Giannini serves as Secretary of the corporation and are the company's future. With their guidance Quentin L. Hampton Associates will continue to grow and to serve our clients into the far future.


Quentin L. Hampton

QLH is privately owned by the corporate officers/ professional engineers. Therefore all company decisions are made amongst these owners to the benefit of our clients versus from afar and to the benefit of stockholders as can happen with large regional/national firms.

The tenure or employees at QLH range up to 32 years with an average tenure of 13 years. This tenure is evidence of the company's dedication to our employees. This results in an unrivaled continuity of employee knowledge, abilities and experience that benefits our clients.


Brad T. Blais

QLH has maintained headquarters in Volusia County since 1964. Our main office is located at 4401 Eastport Parkway, Port Orange, Florida, 32127.

QLH has also operated branch offices in Largo, Cocoa and Cocoa Beach as needs arose. We currently operate a satellite office in Cocoa Beach, for which we partner with our client, the City of Cocoa Beach, for such office. QLH maintains a continual presence throughout Central and North Florida due to our service to continuing contract services to clients throughout these areas.



QLH was a leader in upgrades to tertiary and advanced wastewater improvements to treatment facilities in the 1980s and development of public access reclaimed water systems in the 1990s and 2000s. During the growth of the company, expertise was also developed in potable water, stormwater, civil, environmental and other areas. QLH continues to be an industry leader in these areas.

Throughout the company's existence, primary focus was placed on serving municipalities throughout Central Florida and most recently North Florida as well. Continuing contracts with current municipal clients date as far back as 1968. For over the last 18 years, QLH has only served governmental clients thus avoiding potential conflicts of interest that may arise when serving private clients and the development community. QLH is an expert in the governmental processes and procedures required for public engineering, bidding and construction.

QLH's strategic plan includes continuing to provide our existing and new clients unsurpassed professional engineering services that improve the world around us while improving the quality of life of our clients' residents/customers, our clients and our employees.

Company History and Composition

QLH was founded by Quentin L. Hampton during 1964 and Articles of Incorporation were prepared during 1967. The owners are professional engineers, active in all phases of the firm's design and production. Corporate officers/owners are Brad T. Blais, P.E., President, David A. King, P.E., Vice President/Treasurer, and Andrew M. Giannini, P.E., Secretary, and Kevin A. Lee, P.E..

QLH has 26 full time employees including:

- Four (4) registered professional engineers
- Seven (7) inspectors
- One (1) production manager
- One (1) administrative services supervisor
- Five (5) CADD/GIS technicians
- Two (2) grant specialist/administrative assistants
- One (1) engineering intern
- One (1) grant compliance specialist/inspector
- One (1) construction supervisor
- Three (3) administrative assistants

All of the firm's project resources are based out of the Port Orange office.

The engineers and designers assigned to the City's projects are experienced professionals. Once a project manager is assigned, that individual will manage the City's project from conception to completion of construction. Continuity of personnel is a QLH trademark.

QLH has developed a reputation for excellence and innovation within our areas of expertise. Our design and construction services staff is familiar with local contractors, City staff, local private utility company personnel, and regulatory staff from all regional and local agencies.

The client list and duration of tenure, shown below, indicate the firm's range of service. QLH has served neighboring municipalities and surrounding communities for over 53 years.

Client	Continuing Service Since
Cocoa Beach	1968
Port Orange	1980
DeLand	1987
Ormond Beach	1992
Edgewater	1994
Holly Hill	1995
South Daytona	1995
Cocoa	1997
Volusia County	1998
Orange City	2001
Ponce Inlet	2001
New Smyrna Beach	**2002**
Flagler Beach	2003
Utilities Commission New Smyrna Beach	2006
Satellite Beach	2006
Deltona	2009
Brevard County	2009
DeBary	2010
Cape Canaveral	2011
Mount Dora	2014

QLH is integrally involved in the design and planning process for its clients. A foundation of the firm is the philosophy of its staff to function as an extension of the client's staff for which they serve. Communication is vital to the success of projects. Having established lines of communication is a direct benefit to the City of New Smyrna Beach.

QLH has assembled the best team of engineering professionals to effectively complete the City of New Smyrna Beach's projects. Brad Blais will provide client services management and project management, along with David King and Andrew Giannini. On every project, we will establish a team of in-house personnel to provide the majority of all work effort and select technical sub-consultants to provide specialized services on an as-needed basis. Upon request for task assignment scope and fee proposals, QLH and City staff shall jointly determine what design team members are best suited for each project. This includes QLH engineers and specialty sub-consultants. QLH is flexible and can make any necessary design team adjustments to suit the City's needs.

Company Focus and Advantages

QLH designs and projects have been at the forefront of technology and the firm continues to assist its clients in the implementation of cost-effective projects which benefit the customers they serve as well as the environment we all share. The QLH motto, 'Large Firm Ability, Small Firm Service' represents our approach to project design and client service. We have the depth of staff and experience to undertake multi-million dollar construction programs, but we regularly complete small projects, letter reports, and permitting activities quickly and efficiently. The engineers, technicians, and inspectors all have greater than ten years experience and unlike many firms, the project managers and technicians who start your projects will see it through completion.

The engineers, technicians, and inspectors assigned to work on this project will serve as an 'extension of staff'. Larger firms are primarily interested in profitability on every project and assignment. Usually there is little involvement by the firm's principals and large firms with branch offices are typically not flexible or willing to embrace creative solutions, alternative project delivery techniques or new ideas. Smaller firms, such as QLH, are better equipped to provide personalized service. QLH is the only medium sized firm in East Central Florida which specializes solely in public sector engineering/design, and construction services, thus combining the best of both worlds.

QLH specializes in providing comprehensive, personalized governmental consulting services to communities in East Central Florida. The firm is unique in its ability to provide personalized service. QLH personnel and project managers provide consistent service and advice during the financing, design, and construction stage of each project. It is not the firm's policy to bill for minor expenses or charge for miscellaneous services such as phone calls, copies, and mileage.

The most demonstrative feature of our firm's performance is our ability to listen to the needs of individual clients and provide cost effective designs to satisfy those needs. We are focused on learning everything about your project and offering independent solutions to each problem as opposed to offering canned designs, which may be modified to fit a particular site. We offer the firm's technical abilities as a means of achieving the project goals established by the City of New Smyrna Beach's Staff and the City Commission.

Commitment to Personnel Consistency

QLH strives to provide constant and consistent project management and staff to our clients. For the City of New Smyrna Beach, Brad Blais will be the main point of contact; however, Andrew Giannini, who has served as the project manager for the past several years, will continue with New Smyrna Beach. We believe Mr. Giannini has performed well in his tasks as project manager and will be happy to perform these tasks on all future projects with assistance from others, as needed.

Mr. Giannini will utilize QLH's staff to provide the highest quality and most timely delivery of projects our staff is capable of providing.

Certified Minority Business Enterprise

Quentin L. Hampton Associates, Inc. is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Subsurface Utility Engineering

Quentin L. Hampton Associates, Inc. (QLH) was proud to announce the addition of Subsurface Utility Engineering (SUE) to our available offerings in 2013. These SUE services complement our over 53 years of water and wastewater utility engineering experience. The underground environment has become extremely complicated with ever increasing crowded right-of-ways and the utilization of trenchless technologies. Potential liability of inaccurate or incomplete existing utility information has also increased. Utility companies are being forced to provide very finite information on existing facilities and engineers/surveyors are being relied upon to provide this more accurate information and utilize such in utility design.

QLH utilizes electronic line tracing equipment, ground penetrating radar, and vacuum locate

equipment to ascertain on-site utility information to ASCE/FDOT Quality Level A standards. QLH also provides ASCE/FDOT Level B - D information in order to provide the appropriate level of effort and cost as needed for the specific project.

In addition to the above mentioned services, QLH also provides value-added services related to these SUE services. QLH also provides the following related services:

- Utility conflict identification
- Utility relocation design
- Utility condition assessment
- Utility asset evaluation
- Utility mapping and GIS development

QLH can provide any of these services concurrent with our engineering design services or as separate stand-alone services on a task order or continuing services on-call basis.





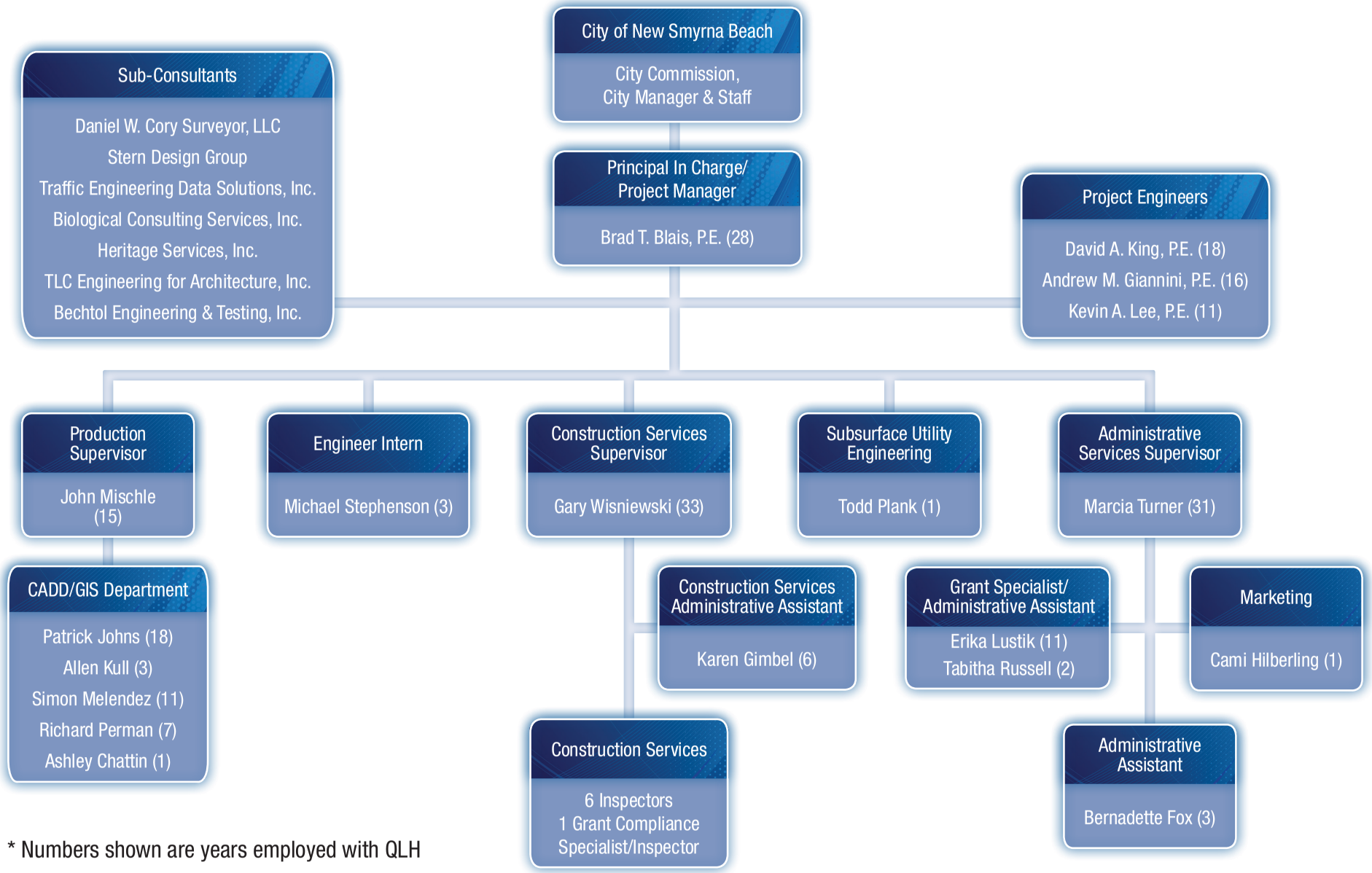


Project Team

Quentin L. Hampton Associates, Inc. (QLH) proposes to use the following team for Professional Engineering Services:

Principal-In-Charge/ Project Manager	Brad T. Blais, P.E., President P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 bblais@qlha.com
Project Engineers/ Managers	David A. King, P.E., Vice President/Treasurer P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 dking@qlha.com Andrew M. Giannini, P.E., Secretary/Project Manager P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 agiannini@qlha.com Kevin A. Lee, P.E., Project Manager P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 klee@qlha.com
Construction Services & Funding Assistance	Gary Wisniewski, Construction Services Manager P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 garyw@qlha.com Erika Lustik, Grants Coordinator P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 elustik@qlha.com Tabitha Russell, Grants Coordinator P.O. Drawer 290247, Port Orange, FL 32129 (386) 761-6810 trussell@qlha.com
Sub-Consultants	**Daniel W. Cory Surveyor, LLC** Surveying **Stern Design Group** Landscape Architect **Traffic Engineering Data Solutions, Inc.** Transportation Engineering **Biological Consulting Services, Inc.** Biological Consulting **Heritage Services, Inc.** Archaeological **TLC Engineering for Architecture, Inc.** Structural, Mechanical & Electrical Engineering **Bechtol Engineering & Testing, Inc.** Geotechnical Engineering

QLH Organizational Chart



* Numbers shown are years employed with QLH

Brad T. Blais, P.E.



Position: Principal-In-Charge/President Quentin L. Hampton Associates, Inc.

Years of Experience: 29

Years with QLH: 29

Education: B.S. Civil Engineering, North Carolina State University, 1988

Professional Registration: Professional Engineer, Florida

Professional Affiliations:

- Chairman: City of Port Orange Construction Regulation Board
- Florida Engineering Society (Past Chapter President)
- National Society of Professional Engineers
- Florida Institute of Consulting Engineers
- Water Environment Federation
- American Water Works Association

Publications:

"Volusian Water Alliance Aquifer Management Plan (RAMP) Phase I," Water Reuse Association National Conference, 2002

"VWA Water Supply Plan: A Regional Water Supply/ Planning Case Study," Co-Author, Florida Water Resources Journal, February 2003

"Nutrient Removal Enhancement Using Process Automation at Holly Hill", Co-Author, Florida Water Resources Journal, January 2012

"Sustainability and TMDL Compliance Using Moving Bed Biofilm Treatment in Cocoa Beach", Florida Water Resources Conference, 2014

"Achieving Extremely Low Effluent TN and TP Using IFAS Technology", Co-Author, WEFTEC 2014

Mr. Blais currently serves as President of Quentin L. Hampton Associates, Inc. (QLH). In addition to his management, client service and business development responsibilities, Mr. Blais serves as project manager for many of the firm's on-going projects. Recent projects include water and wastewater treatment facilities, sewage collection systems, water and reclaimed water distribution systems and municipal building projects.

Mr. Blais specializes in water treatment, advanced wastewater treatment process design, and reclaimed water system planning and implementation. He is also responsible for preparation of utility master plans and regional water supply planning. In addition to serving as Engineer of Record (EOR) for project design, he also manages construction and provides contract administration services for these projects. He specializes in grant and loan acquisition. He has assisted clients in securing over $10 million in grants and $60 million in low interest loans since 2008.

Throughout his career, Mr. Blais has planned, designed and supervised construction of hundreds of water resource related and general civil projects. The projects cover a broad range of categories from small water distribution projects to multi-million dollar advanced wastewater treatment facilities. He has authored utility master plans, rate studies, bond reports and regional water supply planning documents. He is actively involved with AWWA, WEF and FWRC and has authored technical publications and presented papers at the State and National conferences.

Mr. Blais has prepared planning and design documents for a wide variety of raw water supply, water treatment, water storage, pumping and distribution projects. Public water supply is regulated in Florida by Water Management Districts under the Consumptive Use Permitting (CUP) process. Mr. Blais has negotiated CUP's for the majority of utilities in Volusia County.

Mr. Blais' stormwater experience includes new and retrofit stormwater management systems for site specific projects and regional drainage basin upgrades. His experience also includes stormwater master planning and surface water modeling. Mr. Blais has assisted clients acquire grant funding and 'clean' water SRF loans for various flood abatement and water quality enhancement projects. He has authored and co-authored city-wide and basin specific stormwater master plans for various counties and municipalities. Capital projects include

conveyance systems, retention/detention ponds and pump stations.

Mr. Blais' utility planning experience is extensive. He has prepared utility master plans, regional water supply plans and feasibility studies for multiple cities, counties and private utilities. The planning documents have served as a foundation for most clients' Capital Improvement Program (CIP).

Mr. Blais has over 25 years experience supervising construction of utility and civil projects. He has provided project management and CEI services for small projects and multi-million dollar facilities.

He holds a certification as a residential building inspector and multiple FDOT certifications for all aspects of quality control and project management. He is an effective communicator and negotiator who has a demonstrated track record of successfully managing project schedules and budgets.

Mr. Blais has extensive experience planning, designing, permitting and supervising construction of a wide array of general civil projects. These projects include roads, public buildings, parks, parking lots, sidewalks and communication networks. He has multiple FDOT certifications for all phases of project management.

David A. King, P.E.



Position: Project Manager/Vice President, Quentin L. Hampton Associates, Inc.

Years of Experience: 25

Years with QLH: 18

Education: B.S. Civil Engineering University of Central Florida, 1991

Professional Registration: Professional Engineer, Florida

Professional Affiliations:

- Florida Engineering Society (Past Chapter President)
- American Society of Civil Engineers (Past Branch President)
- Florida Institute of Consulting Engineers
- Florida Stormwater Association
- Water Environment Federation
- American Water Works Association (AWWA)

Mr. King currently serves as Vice President of QLH. His duties include project management and engineering on various civil, water resources, stormwater and other projects. He serves as City Engineer for the cities of Flagler Beach, Edgewater, and Satellite Beach. Mr. King also oversees the Subsurface Utility Engineering (SUE) department at QLH. For many of our clients, Mr. King provides program management services for their capital improvements programs.

Mr. King specializes in water and wastewater conveyance systems including pump stations, storage, transmission, distribution and collection. Mr. King also specializes in general civil and stormwater design including retrofit stormwater, streetscape and other similar type projects.

Mr. King has been employed at QLH since 1999. Prior to joining QLH, Mr. King held the Engineering Division Manager/City Engineer position at the City of Cocoa where he was employed for 7 years. At the City, Mr. King was responsible for a multi-million dollar per year capital project improvement program. Many of the projects were designed in-house in which Mr. King was in responsible charge of. Other projects were contracted out to consultants who provided Mr. King the experience of being the "client". Mr. King worked very closely with the operations and maintenance staff to incorporate many cost/time saving and performance features into the various projects. Mr. King also was a key member of a design team which designed improvements to a 48 MGD preliminary treatment, storage and pumping potable water facility in which a patent was received.

Mr. King's stormwater experience has included new and retrofit stormwater management systems for site specific and regional basins. Mr. King has assisted clients in acquiring grant funding from SJRWMD, FDEP, EPA and FEMA for such projects. Mr. King's stormwater planning experience has included stormwater master plans, water quality master plans and regulation compliance studies. Mr. King's conveyance project experience has included up to 12' x 24' box culverts, 72 inch diameter pipelines, and pump stations up to 60,000 gallons per minute. Mr. King has assisted clients in multi-jurisdictional regional stormwater projects and stormwater treatment "banks". Mr. King's stormwater experience has also included nutrient removal BMP's.

Mr. King's water experience has included wellfield development and raw water pipelines up to 48 inches in diameter along with various treatment plant improvements such as filter improvements, disinfection system improvements, ASR storage and other improvements. Mr. King's storage and transmission experience includes ground storage tanks to 5 million gallons, pump stations to 250 horse power and pipelines up to 54 inches in diameter. Mr. King is also experienced in water distribution having designed many water distribution projects, many of which were water main replacements of aged, deteriorated existing water mains.

Mr. King's utility planning experience has included asset evaluation and management studies, distribution and collection system modeling, facility plans for funding acquisition and bond system evaluation reports. Mr. King has also

assisted the majority of current and past clients with their utility capital improvements programs (CIP) and in some cases, program management of such CIPs. Mr. King is also experienced in hazard planning and mitigation.

Mr. King's construction services experience has included projects up to $10 million including multidiscipline projects involving civil, structural, electrical, mechanical, plumbing, and other trades. Mr. King is experienced with FDOT construction standards and Federal compliance procedures. Mr. King's construction project management experience is extensive and includes design-build and other non-conventional delivery methods.

Mr. King's civil experience has included a wide array of civil projects such as roadway improvements, streetscapes, parks, boardwalks and piers, site development, dog parks, sidewalks, bike paths, sports facilities and various transportation projects. Mr. King's other civil experience has included shoreline stabilization and hardening, public works fueling and vehicle wash facilities, police stations, and beach structures.

Andrew M. Giannini, P.E.



Position: Project manager, Quentin L. Hampton Associates, Inc.

Years of Experience: 26

Years with QLH: 16

Education: B.S. Engineering Technology, University of Central Florida, 1982

B.S. Mathematics and Computer Science, Troy State University 1980

Professional Registration: Professional Engineer, Florida

Professional Affiliations:

- Florida Engineering Society
- National Society of Professional Engineers
- Florida Institute of Consulting Engineers
- American Water Works Association

Mr. Giannini currently serves as Corporate Secretary of Quentin L. Hampton Associates, Inc. (QLH). His duties include project management and engineer on various stormwater, civil and utilities projects. He currently serves as City Engineer for the Town of Ponce Inlet. Mr. Giannini has authored numerous stormwater master plans for several cities in Volusia County and has participated in preparation of many utility master plans.

Mr. Giannini specializes in stormwater retrofit and civil design in existing urban or rural development. He is adept at hydrodynamic modeling of complex drainage systems. Mr. Giannini also specializes in water and wastewater distribution system design and construction of these systems.

Mr. Giannini joined QLH in 2001. In the years prior, Mr. Giannini performed similar duties with civil engineering firms in Volusia County and prior to that, Palm Beach County. He has a total of over 25 years of engineering experience that includes numerous civil site plan design and permitting, stormwater retrofit design, water and wastewater conveyance systems, and several park projects for municipal clients.

Mr. Giannini's water project experience includes rehabilitation of wells, pumps, and storage tanks. Mr. Giannini has designed and permitted numerous water transmission and distribution mains ranging from 6-inch to 24-inch in size. Many of the projects were constructed in existing developed areas where construction was a challenge.

Mr. Giannini has specialized in assisting numerous municipalities with their drainage problems by analyzing regional to local systems and providing projects to resolve those problems. Mr. Giannini's experience includes stormwater master plans that have been implemented in several cities in Volusia County. Project components that Mr. Giannini had responsibility for include a 300 cfs stormwater pump station, large acreage detention ponds, box culvert and wood bridge improvements where conveyance was limited by small culverts. Mr. Giannini's master plans include water quality enhancements as mitigation toward increasing discharge rates for flood abatement.

Mr. Giannini has contributed to several utility master plan studies for the purposes of evaluating existing systems and providing recommendations for long term planning efforts. The master plans include utility capital improvement programs that assist our clients with funding sources for the improvements. Mr. Giannini is adept at water and sewer system modeling and analysis, cost estimating and planning.

Mr. Giannini has served as construction administration engineer on projects that exceed $10 million in construction cost. Projects that he has administered include stormwater, roadway, civil site, structural and utility. Mr. Giannini is experienced with FDOT construction processes and standards, including Federal compliance procedures.

Mr. Giannini has several years experience in design and permitting of private civil site projects including retail, commercial office, multi-family residential and single family residential. Recent civil project experience include urban parking, park improvements, boardwalks and fishing piers, sidewalks, and sports fields. Mr. Giannini's other civil experience has included storm damage rehabilitation such as shoreline stabilization and hardening.

Kevin A. Lee, P.E.



Position: Project Engineer, Quentin L. Hampton Associates, Inc.

Years of Experience: 10

Years with QLH: 10

Education: M.E. Environmental Engineering, University of Florida, 2006

B.S. Environmental Engineering, University of Florida, 2005

Professional Registration: Professional Engineer, Florida

Professional Affiliations:

- Water Environment Federation
- American Water Works Association
- Florida Engineering Society (Past Chapter President)
- National Society of Professional Engineers

Publications:

"Nutrient Removal Enhancement Using Process Automation at Holly Hill", Co-Author, Florida Water Resources Journal, January 2012.

Mr. Lee currently serves as a Project Engineer for QLH. His duties include project management and engineering on various water resources projects. His experience ranges from planning, evaluation studies, conceptual design, permitting, design, construction administration, and inspection of the projects. Mr. Lee has been the engineer of record or aided in the design of several upgrades at water and wastewater treatment plants.

Mr. Lee specializes in water and wastewater treatment systems. His advanced wastewater treatment and nutrient removal experience includes computer modeling of biological systems to optimize the rated capacity of treatment facilities and/or upgrade the treatment level. Many of these treatment processes include process monitoring and controls to optimize biological nutrient removal.

Mr. Lee joined QLH in 2006 upon completion of graduate school. He gained field experience as a resident project representative for one year during the expansion and upgrade of a 3.0 MGD Water Reclamation Facility. This field experience included most aspects of treatment plant design and construction: piping, mechanical equipment installation and replacement, construction of new and rehabilitation of existing structures and tankage, electrical and instrumentation.

Mr. Lee's stormwater experience includes applying for and compliance of FDEP 319h grant funding, which includes preparation of multiple Quality Assurance Project Plans. He has also designed stormwater and surface water recovery projects which included advanced treatment to remove TSS for use as reclaimed water augmentation.

Mr. Lee's water supply design and permitting experience includes a wellfield expansion installing four (4) wells with emergency power and contract administration for various Upper Floridan Aquifer wells and a Lower Floridan Aquifer well. He has designed several upgrades to existing water treatment plants and pump stations including: cartridge filters, lime slakers, thickener drives, and high service pumps. He has completed four-log virus inactivation certification and associated process upgrades for the Cities of Flagler Beach, Holly Hill, Port Orange, two (2) facilities operated by Volusia County, and the Utilities Commission of New Smyrna Beach. Mr. Lee has also authored Consumptive Use permit Renewals and Compliance Reports for more than five (5) municipalities.

Mr. Lee's utility planning experience includes authoring utility master plans, CUP permit renewals, compliance reports, and CIP planning assistance. The utility master plans have included population projections, raw water supply, reclaimed irrigation and aquifer recharge, water and wastewater treatment plant evaluations, treatment plant upgrade evaluations, collection system and distribution system layout and modeling. Planning documents included proposed capital projects with implementation schedule and estimated construction costs.

Mr. Lee gained field experience as a resident project representative for one (1) year during the expansion and upgrade of the City of Holly Hill's WWTP. This

field experience included most aspects of treatment plant design and construction: mechanical piping, equipment installation and replacement, construction of new and rehabilitation of existing structures, electrical and instrumentation. He has also provided contract administration services for projects ranging from replacement of 24,000 LF of water distribution pipe in an existing residential neighborhood, several lift station rehabilitations, potable well installations, and treatment plant upgrades. Contract administration includes presiding over coordination meetings, verifying pay applications, representative between owner and contractor, quality reviews, and contract close out.

Gary L. Wisniewski

Position: Construction Services Supervisor, Quentin L. Hampton Associates, Inc.

Years of Experience: 41

Years with QLH: 33

Education: Graduate of Municipal Training Institute Pittsburgh Urban Public Works Administration, 1974

Professional Certifications:

- ICC Accessibility Inspector/Plans Examiner #5166779-21
- ICC Housing Code Official #5166779-H6
- ICC Building Code Official #5166779-B6
- ICC Building Plans Examiner #5166779-B3
- ICC Certified Building Official #5166779-CB
- ICC Property Maintenance & Housing Inspector #5166779-64
- NABCEP Certified Energy Practitioners
- ICC Combination Plans Examiner #5166779-C3
- ICC Master Code Professional #262S
- ICC Mechanical Inspector #5166779-M5
- ICC Mechanical Code Official #5166779-M6
- ICC Mechanical Plans Examiner #5166779-M3
- ICC Electrical Inspector #539S
- ICC Electrical Code Official #5166779-E6
- ICC Electrical Plans Examiner #040S
- ICC Plumbing Code Official #5166779-P6
- ICC Plumbing Plans Examiner #5166779-P3
- ICC Commercial Combination Inspector #5166779-C5
- ICC Commercial Electrical Inspector #5166779-E2
- ICC Building Inspector #5166779-B5
- ICC Residential Combination Inspector #5166779-R5
- ICC Standard Coastal Construction Inspector #5166779-C1
- ICC Property Maintenance & Housing Inspector #5166779-64
- Hurricane Mitigation
- ACI Concrete Field Testing Technician – Grade 1
- Confined Space Entry
- Troxler Nuclear Testing & Gauge Operation #7110817
- Sunshine Safety Council Work Zone Traffic Control Intermediate Level #BT-05-0078
- Solar Trade Knowledge
- FDEP Stormwater Management Inspector #7007
- American Red Cross CPR/1st Aid
- Florida Solar Energy Green Home Designator
- OSHA 30 Hour Course

State Licenses:

- Florida General Contractor CGC057951
- Building Inspector BN0002745 Coastal, One & Two Family, Electrical, Plumbing, Mechanical, Building
- One and Two Family Plans Examiner SFP106
- Plans Examiner PX2075 (Elec, Plumbing, Mech, Bldg)
- Building Code Administrator BU1345
- ATSSA Worksite Traffic Supervisor #49223
- Florida D.O.T. Asphalt Paving Technician #5589
- Stormwater Management #7007
- Solar Contractor (pending)
- Home & Wind Mitigation Inspector HI4758

Professional Affiliations:

- Southern Building Code Congress International
- Council of American Building Officials of Central FL
- Building Officials & Inspectors of Volusia County
- East Florida Builders Association
- Construction Trade Board, City of Port Orange
- Volusia County Code Compliance Review Board
- PADI Divemaster #DM-156581
- International Code Council

Background:

From 1976 to 1983 Mr. Wisniewski worked as a municipal inspector for the City of Pittsburgh Public Works Department. His responsibilities included inspection and construction management for roadway, bridge, water and sewer contracts for large scale municipal projects.

In 1984, Mr. Wisniewski joined Quentin L. Hampton Associates, Inc. as a field inspector. Since that time he has served as supervisor of our construction management section with a staff of 12 field inspectors. Responsibilities include supervision of projects, resolution of field conflicts, review of pay requests, testing results and “as-built” drawings. His staff is responsible for inspection of public works projects for the cities of Cocoa, Cocoa Beach, DeLand, DeBary, Edgewater, Holly Hill, Flagler Beach, South Daytona, Ormond Beach, Port Orange, New Smyrna Beach, and Volusia County as well as subdivision and site inspections for work performed by private developers within the cities of Port Orange, Edgewater, and Ponce Inlet. Gary and his staff have also performed building inspections and plan review for the Town of Ponce Inlet, cities of Edgewater, Port Orange, South Daytona, Lake Helen, and Holly Hill.

Workload (Current and Forecast)

QLH can respond immediately and deliver projects quickly. We have proven on throughout the years that final design, permitting and project delivery can be fast tracked based upon the client's needs, grant funding or other reasons.

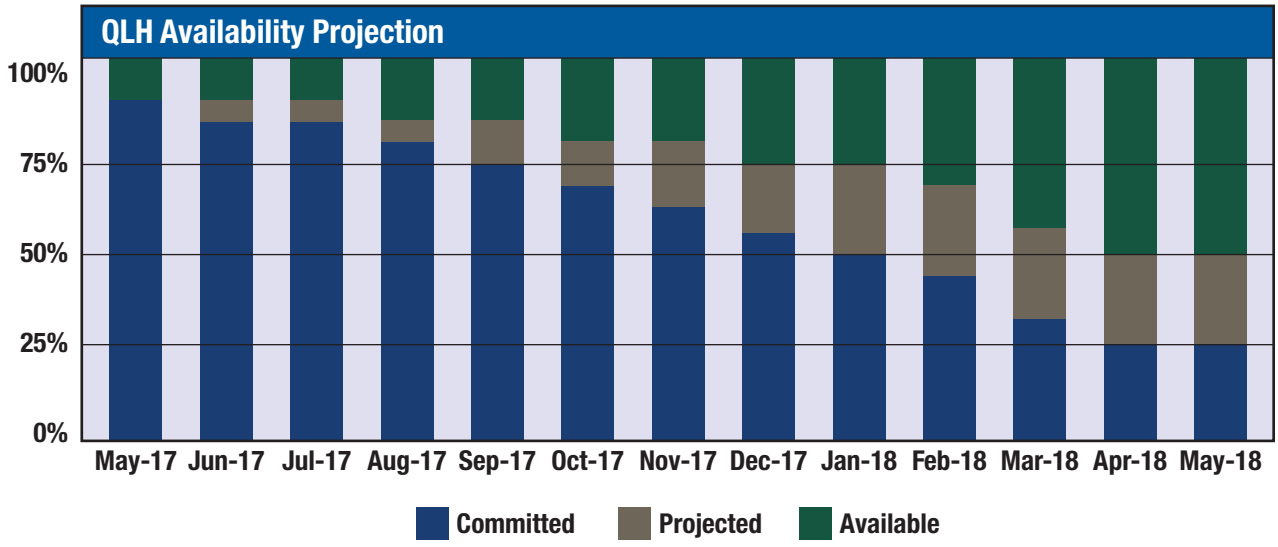
Our size allows us the flexibility to respond to changes in project manpower requirements immediately when needed. We can provide the needed additional manpower when multiple projects require attention at the same time.

We have a long history of servicing few clients, but servicing them completely in our fields of expertise. We work for you and your needs are our primary concern. We are an efficient group of highly motivated individuals. QLH pledges to maintain the requisite staffing required at all times to meet the City of New Smyrna Beach's needs.

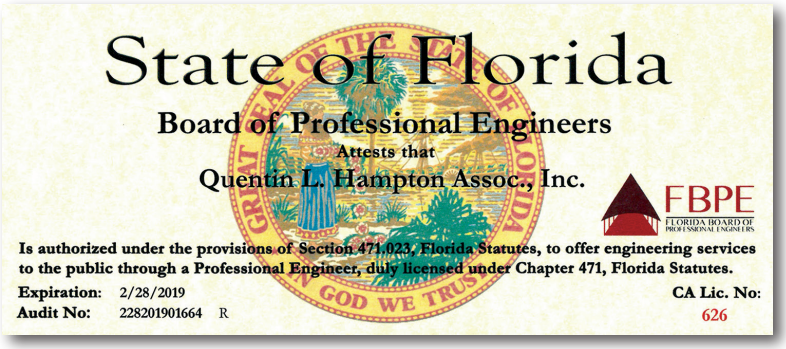
Our current workload is such that we can immediately begin work on this project. Our estimated current company availability is 30%. Availability of specific proposed team members is as follows:

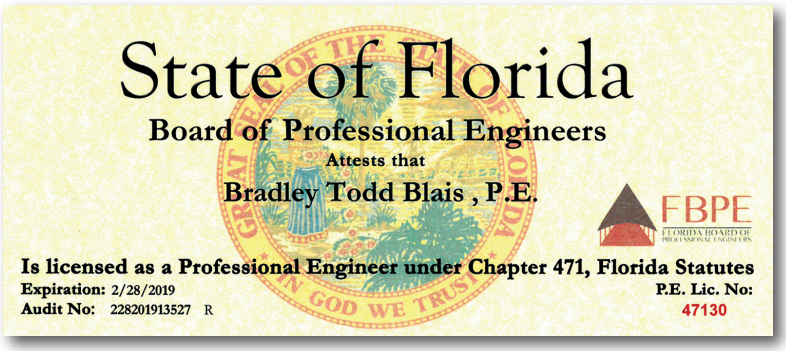
Our forecasted workload will allow QLH to more than adequately assign the resources required for this project. The graph below shows our estimated workload availability projection.

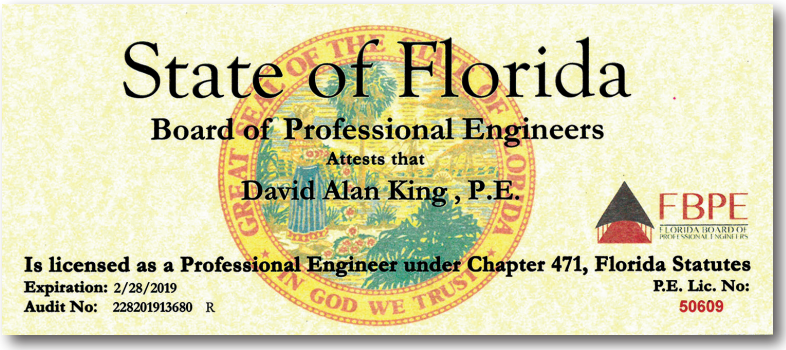
Key Personnel	Role	Current Availability Workload Capacity
Brad T. Blais, P.E., QLH	Principal In Charge/ Project Manager	35%
David A. King, P.E., QLH	Project Engineer	30%
Andrew M. Giannini, P.E., QLH	Project Engineer/ Project Manager	35%
Kevin A. Lee, P.E., QLH	Project Engineer	25%
Gary Wisniewski, QLH	Construction Services Supervisor	60%

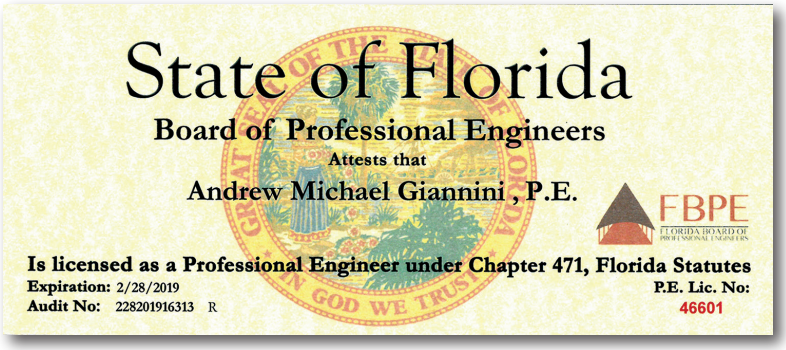


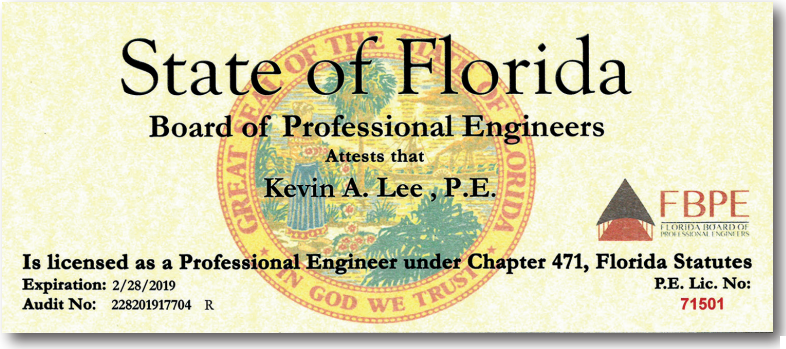
Quentin L. Hampton Associates, Inc. Licenses


State of Florida
Board of Professional Engineers
Attests that
Quentin L. Hampton Assoc., Inc.
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.
Expiration: 2/28/2019
Audit No: 228201901664 R
CA Lic. No:
626


State of Florida
Board of Professional Engineers
Attests that
Bradley Todd Blais , P.E.
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201913527 R
P.E. Lic. No:
47130


State of Florida
Board of Professional Engineers
Attests that
David Alan King , P.E.
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201913680 R
P.E. Lic. No:
50609


State of Florida
Board of Professional Engineers
Attests that
Andrew Michael Giannini , P.E.
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201916313 R
P.E. Lic. No:
46601


State of Florida
Board of Professional Engineers
Attests that
Kevin A. Lee , P.E.
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201917704 R
P.E. Lic. No:
71501

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2017

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

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

PRODUCER	CONTACT NAME: Melissa Adrian, CPSR
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Westfield Insurance	24112
INSURER C : Commerce & Industry	19410
INSURER D : Continental Casualty Ins Co C/o Cna	20443
INSURER E :	
INSURER F :	

INSURED
QUENTIN L HAMPTON & ASSOCIATES INC
PO BOX 290247
PT ORANGE FL 32129

COVERAGES **CERTIFICATE NUMBER:** CL174417065 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			1069074479	4/5/2017	4/5/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CWP0986697	4/5/2017	4/5/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			EBU016122664	4/5/2017	4/5/2018	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1069060341	4/5/2017	4/5/2018	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Hosey/ATHOMP

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ACORD 25 (2014/01)
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Client#: 1051678 QUENTL1

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2017

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9803146	04/03/2016	06/03/2017	$1,000,000 per claim $2,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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MRLEW

EXPERIENCE

QLH

QLH

Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

City of Mount Dora

Wastewater Treatment Plant #2, Driveway Restoration

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: John A. Peters, III, P.E., Director of Public Works & Utilities, (352) 735-7155
Completion Date: April 2017
Cost: Bid = $1,569,374; Final = $2,224,109 (additional work added)
Duration: Original = 270 days; Final = 420 days

The Florida Department of Transportation (FDOT) had released the Wekiva Parkway Project Development and Environment (PD&E) Study in the 2nd quarter of 2013 and with it has notified the City of Mount Dora that modifications would be required to the City's Wastewater Treatment Plant #2 entrance road and utility mains. With the entrance road relocation, modifications to the existing stormwater management system was required. The plant has substantial truck traffic to the septage receiving station which required safe routing with the modification. A closed landfill, adjacent to the plant, would require roadway and utility access as well due to the FDOT project. Utility adjustments, at the new plant entrance, would be required due to the grade change at the proposed entrance.

The City of Mount Dora obtained the services of QLH to provide design, permitting, bidding and construction phase services needed for this project. QLH's scope included surveying, geotechnical and biological investigations, traffic study, conceptual plan, final design and permitting, and construction administration and inspection services. Permits obtained for the project included:

- FDOT Driveway Connection and Drainage Permits
- FDEP/ACOE Environmental Resource Permit (Modification)
- City of Mount Dora Site Plan
- FDEP NPDES Construction Permit/NOI
- FDEP Water Main Construction permit for the adjustment at the entrance road.

QLH along with their sub-consultants coordinated with FDOT and the City to provide a fully approved set of bid documents which was bid successfully in January 2016 for a total bid of $ 1.78 million. Construction is currently in progress at the time of this writing and should be completed by the end of October 2016.







City of New Smyrna Beach

Swoope Site Boat Ramp, Parking & Restroom Facilities

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Khalid Resheidat, P.E.,
Assistant City Manager, (386) 410-2612
Completed: April 2014
Cost: Bid = $1,286,165; Final = $1,286,000
Duration: Original = 270 days; Final = 270 days

QLH provided planning, design, permitting, and bidding services. The project consists of constructing a new boat ramp, parking and restroom facility at an existing City site that currently is shared by Volusia County and UCNSB. The items to be constructed include a 40 ft wide boat ramp with floating docks, a two stall restroom building with solar power, drainage system – eleven (11) structures and 950 LF of storm pipe with retention area, grinder lift station with 2,300 LF of 1½ inch force main, 9,000 SY of asphalt pavement and 5,500 SY of shell parking area, and numerous site improvements such as sidewalk, benches, railings, etc.

QLH assisted the City in applying for grant funding through Florida Inland Navigation District (FIND), which they were successful in being awarded $500,000 toward the construction.

QLH obtained the services of J. Pendergast, Architect, to provide the restroom building design and construction documents. The restroom building is completely solar powered using photovoltaic panels and a standby battery system. DMC provided waterward design and permitting efforts for the boat ramp and docks.

The construction cost for this project is $1,286,000.





City of New Smyrna Beach

North Causeway Boat Ramp Park Improvements

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Khalid Resheidat, P.E.,
Assistant City Manager, (386) 410-2612
Completed: May 2015
Cost: Bid = $824,800; Final = $824,763
Duration: Original = 210 days; Final = 170 days

The city of New Smyrna Beach obtained a F.I.N.D. Grant to fund improvements to an existing heavily used boat ramp park on North Causeway. The City selected QLH to provide engineering, design, bidding and construction phase services for the project.

The project consisted of seawall and sidewalk replacement, wood dock rehabilitation, sidewalk improvements, replacement of the restroom building and parking lot pavement with stormwater improvements.

The project was bid in October 2014 and awarded in December 2014. Construction was completed under budget for a cost of $824,800 in May 2015.





City of Flagler Beach

Downtown CRA Utility Undergrounding, Streetscape, & Stormwater Improvements

QLH Project Manager(s): David King, P.E.
Contact: Kay McNeely, Environmental Programs Manager, (386) 517-2000 ext 248
Completed: January 2013
Cost: $4,434,935 (estimated for all phases)
Duration: 990 days (estimated for all phases)

The City of Flagler Beach desired to construct utility undergrounding and streetscape improvements in their CRA. They also desired to pursue stormwater improvements in the CRA. The basis of design for subject improvements was the City's adopted Downtown Master Plan and Stormwater Master Plan.

QLH provided survey, design, permitting, bidding, and construction phase services for this project. Design drawings and specifications were prepared for the following: utility (FP&L, Brighthouse, & AT&T) conduits and structures, electrical service conversions for commercial properties, on-street parking improvements, stormwater improvements, road resurfacing, sidewalk improvements, right-of-way landscaping, irrigation, and conduit for future street lighting.

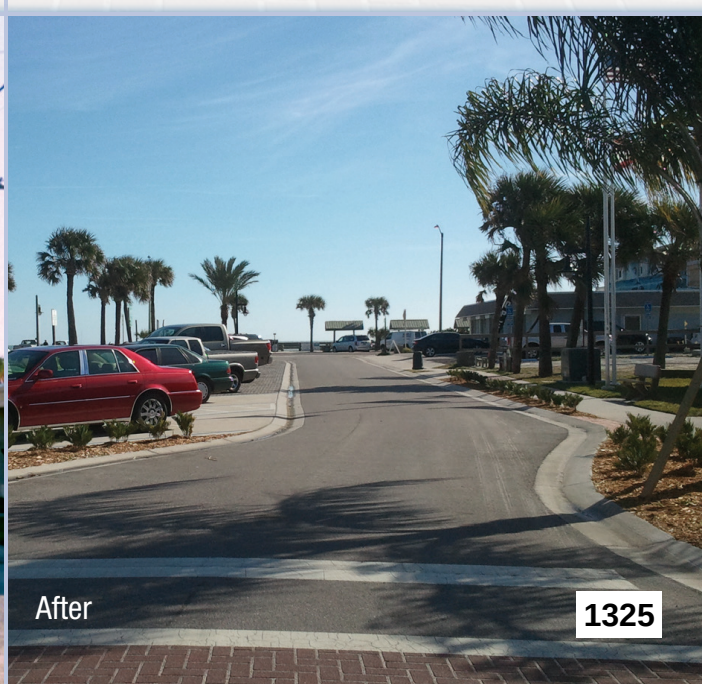
The project consisted of reconstruction of asphalt roadways with the addition of concrete curb/gutter, open paver pervious parking spaces, concrete sidewalk, and related work. It also included the installation of 15" – 36" diameter storm pipe and exfiltration trench, storm structures, and related work. The undergrounding and streetscape included the installation of FPL provided electrical conduit, structures, equipment pads, and other miscellaneous streetscape features. One phase of this project entailed converting 78 existing electrical services from overhead FPL facilities to new underground FPL facilities.

The stormwater improvements included the construction of approximately 4,200 LF of primarily 36" exfiltration pipe and trench to treat runoff from an approximate 32 acre urban watershed. LID techniques were incorporated including approximately 9,900 SF of open/pervious paver parking areas. The stormwater improvements were retrofit in nature serving a developed urban watershed that previously had little to no stormwater collection, conveyance or treatment facilities.

Funding assistance was provided for grants from FDOT and SJRWMD. QLH and selected sub-consultants were responsible for grant applications, disbursement requests, and compliance documentation. The construction cost for all phases of this project is approximately $4,434,935.



Before



After

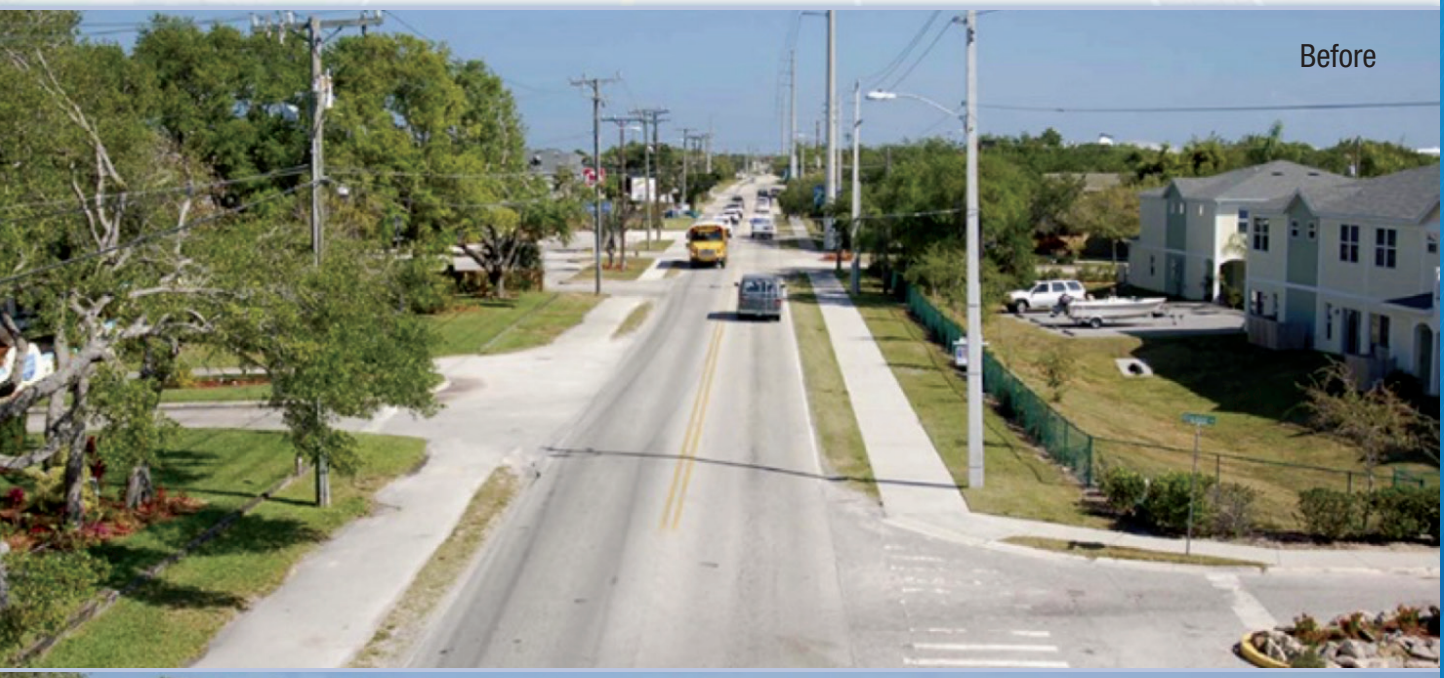
City of Cape Canaveral

North Atlantic Avenue Streetscape

QLH Project Manager(s): David A. King, P.E.
Contact: Jeff Ratliff, Deputy Director Public Works Services, (321) 868-1240
Completed: September 2016
Cost: $2,756,815
Duration: 240 days

The North Atlantic Avenue Streetscape Improvements project consisted of complete streets improvements to 1.1 miles of existing roadway including asphalt pedway, concrete sidewalks, curbs and driveways, mast arm signalization, decorative streetlights, signage, patterned pavement, landscaping and irrigation funded with FDOT LAP funds. The City planned for the North Atlantic Avenue Improvements Project in the City's adopted Capital Improvement Program (CIP). QLH provided survey, design, and permitting assistance, along with EOR Services during construction.

The project was bid in March 2015, then rebid in August 2015 due to higher than expected bid costs. The rebidding resulted in a bid of $2,756,815.50. Construction started in February 2016 and is expected to be finished by September 2016.



Before



After

City of Port Orange

White Acres Utility Improvements

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Kenny Ho, P.E., Utilities Engineer & Construction Manager, (386) 506-5754
Completed: March 2017
Cost: Bid = $1,338,882; Final = $1,320,341
Duration: Original = 270 days; Final = 270 days

The White Acres subdivision is a mix of residential properties from 0.2 acres to over 2 acres with on-site sewage treatment. The City of Port Orange targeted the subdivision for a septic tank elimination project. QLH prepared a concept plan and conceptual costs along with an estimate of pollution abatement levels due to installing a central gravity sewer system.

In addition, the existing stormwater system was substandard and in need of rehabilitation. The City requested QLH design an improved drainage system to eliminate unsightly ditches and culverted driveway crossings. Over the years, the ditches had become over excavated, which results in standing water that may be health hazard due to the septic system leaching into the ditches. The drainage system included replacing the ditches with a piped drainage system.

QLH provided design and permitting for the improvements which was bid in July 2016 at a cost of $1.29 million. The City obtained grant funds from three different sources to construct the project including FDEP, SJRWMD, and CDBG. The funds obtained allowed the City to construct the project at minimal cost to the residents.





City of New Smyrna Beach

Flagler Avenue Seawall, Boardwalk, Pavilion and Parking Area

QLH Project Manager(s): Brad T. Blais, P.E.
Contact: Khalid Resheidat, P.E., Assistant City Manager, (386) 424-2205
Completed: September 2012
Cost: Bid = $899,495; Final = $884,922
Duration: 270 days

QLH provided survey, planning, bidding and design services for this project which was funded by the City of New Beach and their CRA.

The project consisted of the demolition of selected utilities, old restrooms and storage buildings. A new parking lot was designed with native landscaping, sidewalks and new utilities.

An entirely new restroom and shower facility was included in the project along with a total rehabilitation of the boardwalk and pavilion. The seawall was upgraded with new tie-backs and a cast-in-place concrete seawall cap.

Flagler Avenue is the social center of New Smyrna Beach and the beachfront pavilion and parking area is a focal point for the entire area.

Architectural Consultant Williamson, Dacar & Associates (WDA) assisted with developing an architectural theme for the pavilion, restrooms and parking area. Blue tile roofs and matching tile mosaics created a fresh look to the time worn facility. Decorative pavers, stainless steel cable railing and native vegetation combined to provide a usable, low maintenance facility that can accommodate hundreds of visitors each day.







City of Satellite Beach

Cassia Basin Stormwater Improvements

QLH Project Manager(s): David A. King, P.E.
Contact: Allen Potter, P.E., Public Works Director, (321) 777-2309
Completed: April 2010
Cost: $2,658,679 (estimated for all phases)
Duration: 540 days (estimated for all phases)

This project involved the construction of various retrofit improvements to the City's Cassia Basin which drains to the Banana River Lagoon (BRL). The project was completed in advance to the BRL Basin Management Action Plan (BMAP) adopted in 2012 and the improvements provided enough credits to the City to achieve their reduction goals for the first 5 to 10 years of the BMAP. The project was funded by a FDEP 319h grant and consisted of the construction of various stormwater treatment and conveyance improvements throughout the Cassia basin including two nutrient separators, retrofit swales, exfiltration piping and related work. The City acquired the grant for the first two (2) phases with assistance from the City's previous consulting engineer. QLH reevaluated the proposed improvements and proposed modifications of the scope to FDEP due to actual field conditions and the ability to better the design. Upon FDEP approval, QLH designed and permitted the project then assisted the City in bidding the project. QLH provided construction contract services with the City providing inspection services. Early during construction, the contractor went out of business and QLH assisted the City in seeking resolution through the bonding company. The City re-awarded the project to the original second low bidder and QLH worked with the contractor to expedite the construction so to avoid losing the grant funding from FDEP. The original low bid was $1,053K and the project was able to be constructed for $980K due to savings that were realized during construction. The third (3) phase of the project was also funded by a FDEP 319h in the amount of $1,255,230.80. The project was designed to incorporate the construction of a 8 foot wide pedway which replaced a previous on street bike/ped lane which was a safety concern. The Cassia corridor is within the City's CRA and funding from the CRA was utilized for decorative paver brick crosswalks, landscaping and hardscaping.

QLH provided redesign services (for Phases I and II), design services, permitting assistance, bidding assistance, construction phase services and grant assistance. QLH also provided the pre-construction and post construction water monitoring and analysis. QLH successfully negotiated with FDEP the ability to address all three (3) phases of the project with one Quality Assurance Project Plan (QAPP) and final report. This saved the City considerable money on unnecessary monitoring and reporting.



City of South Daytona

Ridgewood Avenue (US1) Streetscape Improvements

QLH Project Manager(s): David A. King, P.E.
Contact: Les Gillis, Public Works Director, (386) 322-3080
Completed: February 2013
Cost: $4,500,000 (estimated for all phases)
Duration: 630 days (estimated for all phases)

The project involved the installation of approximately 94,000 LF of 6", 4", 3", 2", and 1 ½" conduit for the undergrounding of existing aerial utilities along Ridgewood Avenue (US1) between Beville Road (SR400) and Big Tree Road. The installation of approximately 4,300 linear feet of 10", 6", and 4" reclaimed water mains along with the installation of various appurtenances for the conduit and reclaimed water main were also included.

The service conversion and median lighting portion of this project consisted of the installation of approximately 40 underground utility services for conversion from existing overhead utilities to new underground facilities. Installation of a roadway median lighting system for accent/up-lighting of existing landscaping is also included.

The streetscape improvements to the existing roadway includes replacement of existing 5' wide sidewalks with 6' wide decorative sidewalks, removal of on-street parking, addition of bicycle lane, replacement of curbing, ADA improvements, resurfacing, restriping, creation of utility/green strip behind sidewalk for landscaping, signalization improvements, and other related improvements. The construction cost of this phase is estimated at $4.5 million.





City of New Smyrna Beach

Sports Complex West Side Bleachers Design-Build Criteria Package

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Khalid Resheidat, P.E.,
Assistant City Manager, (386) 410-2612
Completed: August 2015
Cost: $1,041,792
Duration: 180 days

The City of New Smyrna's Sports Complex west side bleachers were in a state of decay due to low grade material installed with the previous reconstruction project. City public works requested QLH provide a proposal to reconstruct the entire bleachers and remodel the press box. The City wanted costs on three different seating capacity configurations with costs. QLH along with Carl Taylor, structural engineer, provided the cost and the preferred configuration was selected.

Due to the short duration of time for construction of the improvements, the City decided to proceed with design-build method of delivery. The City wanted the stadium open by the start of the 2015 high school football season. QLH provided the City a Design-Build (D/B) criteria package which included 60% design plans for bidding the project which took place in February 2015. QLH provided bidding and contractor selection assistance to the City who awarded the contract to Canaveral Construction, Inc. on March 16, 2015.

QLH also provided construction oversight for the demolition and replacement of the bleachers. The selected contractor's design, review and approval by QLH/Taylor took approximately 3 months. Construction began in June 2015 and was completed by August 2015 ready for football. The city was pleased with the outcome of the project and the timely delivery.





City of Edgewater

Fire Station #55

QLH Project Manager(s): Brad T. Blais, P.E.
Contact: Brenda Dewees, Public Works Director, (386) 424-2476
Completed: June 2012
Cost: Bid = $1,879,000; Final = $1,844,956
Duration: Original = 300 days; Final = 330 days

QLH provided planning, design, permitting and construction phase services for the City of Edgewater Fire Station #55 project. QLH sub-contracted Schweizer Waldroff Architects, Inc. for architectural services. The project was constructed using a combination of City and FEMA grant funds. The total bid amount was $1,829,000 and $1,141,357 was provided by FEMA. This grant was authorized under the American Reinvestment and Recovery Act (ARRA) and compliance with 'Buy American' and 'Davis-Bacon Wage Rates' was a requirement of the grant. QLH provided all grant administration and compliance services.

The project consisted of a 11,000+/- square foot fire station with living areas, administration, dormitories, dining facilities and apparatus bay/ utility areas. Site improvements included parking/ driveway areas, landscaping and signage. The project is located on US Highway #1 (Ridgewood Avenue) in S.E. Edgewater.



City of Cocoa Beach

Minutemen Causeway Stormwater & Streetscape Improvements

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Joanie Regan, City of Cocoa Beach, (321) 868-3292
Completed: Anticipated June 2017
Cost: Bid = $5,100,458; Final = on-going
Duration: Original = 290 days; Final = on-going

Minutemen Causeway is the main street corridor for the City of Cocoa Beach, located in Brevard County on Florida's east central coast. The corridor runs east to west across the five-block stretch of the Atlantic coastal barrier island. The City of Cocoa Beach has designed and permitted a project with state-of-the-art stormwater treatment trains. The existing runoff discharges into the Banana River Lagoon, a waterbody that is part of the Indian River Lagoon (IRL) system, a designated "Estuary of National Significance." The work located from the Atlantic dune line west two blocks along Minutemen Causeway to Cedar Avenue will have three major Low-Impact Design (LID) best management practices (BMPs) in its treatments trains – these include native landscape bioswales/tree filters, underground exfiltration and pervious pavers. The project will provide treatment for all stormwater flowing from the B-1 through B-4 sub-basins for the entire 20.28-acres drainage basin of urban downtown, densely developed land.

Sorption media will be used to further reduce the nitrogen and phosphorus pollution mass before entering the groundwater. This particular sorption media has proven effective i.e. Marion County (FDEP, 2011) for removing phosphorus and nitrogen before the stormwater infiltrated into the groundwater table. Biosorption Activated Media (BAM) is media that removes pollution using chemical sorption as well as biological removal. The bid amount was $5,100,458.

QLH is providing construction phase services including construction, administration, and inspection for the project. The City has obtained grants from FDEP, SJRWMD, and FDOT through Local Agency Program funds. QLH is assisting the City with all grant requirement compliance.





City of Port Orange

Cambridge Canal Basin Drainage Improvements

QLH Project Manager(s): Andrew M. Giannini, P.E.
Contact: Kenny Ho, P.E., Utilities Engineer & Construction Manager, (386) 506-5754
Completed: August 2009
Cost: Bid = $5,112,935; Final = $5,436,667
Duration: Original = 390 days; Final = 390 days

After significant flooding occurred during the tropical storms in 2004, the City of Port Orange retained QLH to study the 700-acre Cambridge Canal basin and recommend improvements. The study recommended a basin-wide approach to solving the problem by creating two additional outfalls, one in the north and one in the south part of the basin. Two large wet detention ponds and a stormwater pump station were constructed to help offset/mitigate for increase discharge rates during extreme events.

The City obtained grant funds through FEMA, SJRWMD and FDEP to partly fund the construction. The remainder of the project was funded with State Revolving Fund Loans.

The project is also part of a larger Regional Aquifer Management Program (RAMP). The canal and pond system retains normal rainfall runoff for diversion into the City's reclaimed water system. The reclaimed water system includes 175 acres of storage/recharge capacity for excess reclaimed water and stormwater. Annually, the stormwater augmentation system contributes over 1 MGD to the water budget.





Litigation

Quentin L. Hampton Associates, Inc. (QLH) has had no litigation in the past five (5) years, including no class actions, Attorney General investigations and individual court and administrative agency cases.

CLIENT REFERENCES

QLH
Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

Client References

City of Cocoa Beach

Bob Torres, Public Works Director
City of Cocoa Beach
1600 Minutemen Causeway
Cocoa Beach, FL 32931
(321) 868-3219 phone
(321) 868-3385 fax
rtorres@cityofcocoabeach.com

Continuing Contracts Since 1968

City of Cocoa Beach

Golf Course Upland Seawall Project

QLH Project Manager(s): Andrew M. Giannini, P.E.
Completed: July 2016
Cost: Original Bid = $1,648,500;
Final = $1,758,470 (due to unforeseen material found)
Duration: Original = 225 days; Final = 209 days

The City of Cocoa Beach had experienced extensive erosion to the City Golf Course shoreline due to tropical storms. The City Public Works staff pursued funding from the State of Florida to fund an "upland seawall" that had been recommended to protect the remaining shoreline and golf course from further erosion. The golf course property would eventually erode to a point that it would most likely create unplayable conditions.

QLH provided design, permitting bidding and construction phase assistance to the City to construct the seawall within a critically short time frame. The City had to spend the funds by end of July 2016. The City obtained our services starting in August 2015. The project was design and permitted and bids were received on October 16, 2015. The contractor was given the notice to proceed for November 30, 2015. The Project included construction of 6700 lineal feet of vinyl sheet pile wall with a concrete cap and tie backs, construction of miscellaneous pipe extensions through the wall and restoration of the golf course property including cart paths.

The seawall was installed approximately 10 to 15 feet landward from the top of slope and or wetland vegetation, or any reasonable distance that construction will not disturb the shoreline wetlands vegetation.





City of South Daytona
Les Gillis, Public Works Director
City of South Daytona
1770 Segrave Street
South Daytona, FL 32119
(386) 322-3080 phone
(386) 322-3090 fax
lgillis@southdaytona.org

Continuing Contracts Since 1995

City of South Daytona

Oaklea Bridge Replacement

QLH Project Manager(s): David A. King, P.E.
Completed: August 2012
Cost: Original Bid = $797,529; Final = $900,736
Duration: Original = 210 days; Final = 218 days

The project includes the replacement of existing Oak Lea Drive Bridge crossing Reed Canal for the Coventry Forrest Subdivision. The bridge is to be constructed with a pre-engineered arch type structure. The pre-engineered arch-culvert's interiors and exteriors are to be covered with decorative manufactured brick veneer finish, which is to be determined by the City of South Daytona. Bridge typical section includes the construction of two travel lanes, Type-F curb and gutter adjoining both sides, 6-ft concrete sidewalks along both sides, and barrier wall with a decorative powder coated, welded steel rail. Project includes the construction of full depth pavement for the limits of the bridge as well as the apron of the intersection of Oak Lea Drive and Reed Canal Road. Alternate additive work includes the milling and resurfacing administered for the project limits along Reed Canal and for the entrance of Coventry Forrest along Oak Lea Drive. For maintenance of traffic, temporary road construction is required and will include reconstruction of swales and wood stockade fence. Detours and detour signing during time of construction will be required. Additional construction services include the construction of concrete flumes, replacement of a concrete driveway, Type-F curb and gutter, guardrail with connections to wingwall of bridge, pedestrian curb-cut ramps, and a concrete pad (4" thick) and pre-fabricated covered bus shelter (with matching aesthetics to the bridge), and the removal of the existing and construction of a new subdivision sign. Miscellaneous construction services include the removal of portion of the existing and construction of the new subdivision wall, curb and gutter transitions, decorative lighting, bronze dedication plaque, and painting. Project includes signing, pavement marking for crosswalks, 6-ft wide patterned pavement (Brick Red Herringbone Pattern) for crosswalks, and roadway striping. Drainage improvements include the construction of a rip-rap transition to the west and east sides of the bridge, pre-engineered arch culvert, temporary cofferdams, concrete flumes, and turbidity barrier. Extensive utility and electrical work is required and coordination with utility stakeholders is required. Landscaping, removal of trees and corresponding irrigation work will be required.





City of Holly Hill
Mark Juliano, Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
(386) 248-9463 phone
(386) 248-9499 fax
mjuliano@hollyhillfl.org

Continuing Contracts Since 1995

City of Holly Hill

US1 Utility Undergrounding Secondary/Service Conversions

QLH Project Manager(s): David A. King, P.E.
Completed: Anticipated October 2017
Cost: Original Bid = $3,092,697; Final = on-going
Duration: Original = 441 days; Final = on-going

QLH is providing design, permitting, bidding assistance, along with construction contract administration and inspection on this utility undergrounding project along approximately 1.7 miles of US1 The first phase includes the design, permitting and construction of individual electrical and communication services to all of the properties fronting US1. The construction cost of the first phase was approximately $300,000. Construction completion is expected in September 2016. This secondaries phase required individual building permits for all properties. The second, primaries phase design includes coordination with FPL, Brighthouse Networks, AT&T, and other existing communication providers such as Level 3 Communications, Volusia County and FDOT ITS for their design of their undergrounded facilities, followed by the QLH design of the necessary conduits for all of the facilities into one set of construction documents. Permitting includes FDOT Utility permits, SJRWMD/ACOE Environmental Resource Permitting for LPGA Canal crossing and building permits for the electrical service conversions. Also included in the design was the addition of FPL street lighting to current FDOT requirements and additional underground conduit for the City's future communication uses. The construction cost of the second phase is yet to be determined. Construction completion is expected in October 2017.



City of Cocoa

Ed Wegerif, P.E., Public Works Director
City of Cocoa
155 North Wilson Street
Cocoa, FL 32922
(321) 433-8777 phone
(321) 504-0922 fax
ewegerif@cocoafl.org

Continuing Contracts Since 1997

City of Cocoa

Florida Avenue Streetscape Improvements

QLH Project Manager(s): David A. King, P.E.
Completed: Anticipated June 2017
Cost: Original Bid = $3,344,222; Final = on-going
Duration: Original = 240 days; Final = on-going

The project scope includes complete streets improvements along Florida Avenue from King St. (S.R. 520), south of Rosa L Jones Drive. The project length is approximately 0.49 miles. The project includes roadway reconstruction, new sidewalks, new curb and gutter, on-street parallel parking (permeable interlocking concrete unit pavement), minor storm water improvements, pedestrian scaled decorative streetlights, thermoplastic striping, stamped asphalt crosswalks, signage, landscaping, and irrigation. The new sidewalk will be a combination of concrete and brick pavers. Existing driveways are to be reconstructed to meet ADA requirements along with the new sidewalks. The project is being bid and constructed as a joint project with water main replacement improvements (designed by others).

The project is being funded with FDOT LAP funding. QLH provided design services for all of the complete streets improvements. QLH is also providing bidding services and CEI services for the entire project including the water main replacements.

The estimated construction cost is $2,929,200. Bidding is to be completed in April 2016 with construction expected between July 2016 and March 2017.



Before



After

County of Volusia

Judy Grim, P.E., Director of Road & Bridge Operations
County of Volusia
2560 W. State Road 44
DeLand, FL 32720
(386) 822-6422 phone
(386) 822-6496 fax
jgrim@volusia.org

Continuing Contracts Since 1998

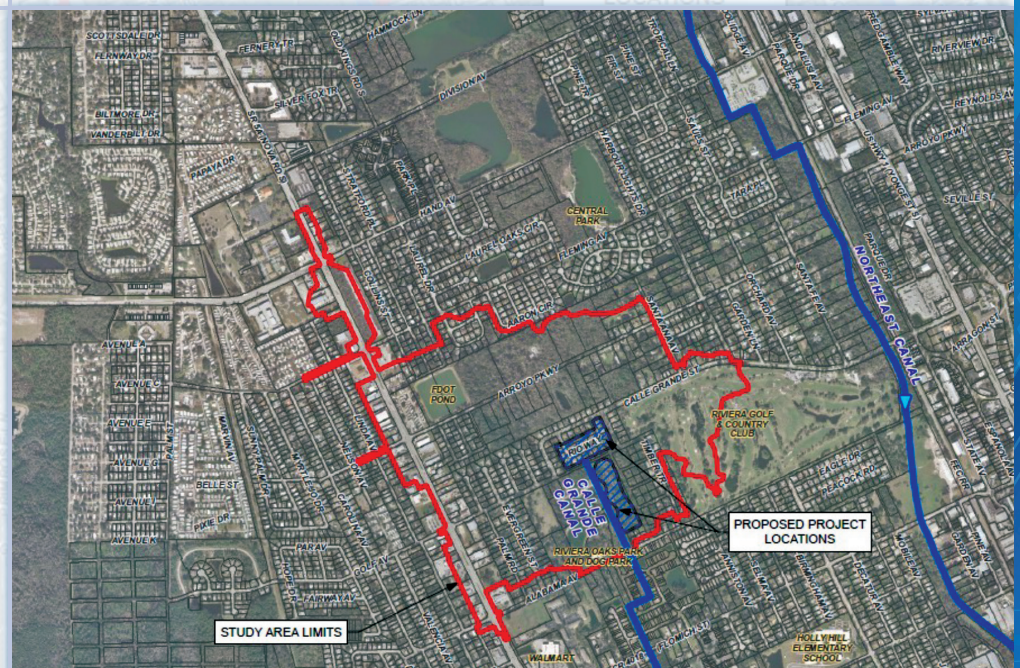
County of Volusia

Rio Way Drainage Improvements

QLH Project Manager(s): Andrew M. Giannini, P.E.
Completed: On-Going (Design & Permitting complete as of December 2016)
Cost: On-Going (Estimate $1,660,000)
Duration: On-Going

In October 1995, Volusia County completed the Nova Canal System Watershed Management Plan Report (MPA) which evaluated 22.4 square miles of the Nova Canal watershed which outfalls into the Halifax River. The Nova Canal system encompasses three major outfalls; LPGA Canal in Holly Hill, the Reed Canal in South Daytona, and the Halifax Canal in Port Orange. After many studies to lessen the flooding of the Riviera Oaks Subdivision (Rio Way), the first phase of improvements for this area included Riviera Oaks Stormwater Management Park (circa 1998). In 2002, Phase 2 of the Riviera Oaks Stormwater Park was completed. However, further flooding of the Rio Way homes prompted the County to purchase the majority of the homes to create an expanded Stormwater pond.

QLH's services were obtained to provide design, permitting and grant application assistance to the County. The Rio Way Drainage Improvement and Utility Relocation project is located within the Rio Way and the Riviera Oaks Dog Park. The popular dog park, has a small dog area, shade trees, benches, and drinking water. It was originally permitted to assist with solving the flooding problem with the Rio Way homes. As part of this project, the County of Volusia has purchased and demolished twenty-one (21) residential properties within the Riviera Oaks Subdivision with a grant obtained from the Division of Emergency Management (DEM) in 2008. The Rio Way project includes construction of the pond and merge it with the Riviera Oaks pond to become a single large pond that will provide flood attenuation and water quality improvement protection to the area. QLH continues to assist the County with grant application and will be assisting with bidding and construction once the funding is obtained.



OTHER

QLH
Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

Financial Stability

Quentin L. Hampton Associates, Inc. (QLH) is a financially stable firm and has no outstanding debt. The firm has maintained a positive balance sheet for over 50 years. The firm has the necessary resources, human and financial, to provide services at the level required by the City of New Smyrna Beach. QLH's Dunn & Bradstreet number is 072558729.

Attached, please find Financial Statements prepared for years 2014, 2015 and 2016, as requested.

I, Brad Blais, certify that the attached Financial Statements (Quentin L. Hampton Associates, Inc. Balance Sheets) are accurate and are provided from the books of Quentin L. Hampton Associates, Inc. to show Financial Stability.

Brad T. Blais, P.E., President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of May, 2017 by Brad T. Blais.

Signature of Notary Public

Personally Known: X

OR Produced Identification: _____

Type of Identification Produced: _____

Erika S. Lustik

Print, Type/Stamp Name of Notary



REQUIRED FORMS

QLH

QLH

Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for RFQ# 12-17-ENG Continuing Professional Engineering Services

This sworn statement is submitted by Quentin L. Hampton Associates, Inc.

[Name of entity submitting sworn statement]

whose business address is: 4401 Eastport Parkway, Port Orange, FL 32127 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is Brad T. Blais, P.E. and my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

X Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Sworn Statement
Page #2

Date: May 8, 2017

Signature

STATE OF: Florida

COUNTY OF: Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Brad T. Blais [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 8th day of May, 20 17.

My commission expires:

Notary Public

ERIKA S. LUSTIK
MY COMMISSION # FF910469
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

Erika S. Lustik
Print, Type, or Stamp of Notary Public

Personally known to me or
Produced Identification:

Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Brad T. Blais
2. _____who was duly sworn, deposes, and states:
3. I am the President of Quentin L. Hampton Associates with a local office in Port Orange, FL and principal office in Port Orange, FL.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 8th day May 2017.

_____
Signature

Brad T. Blais, P.E. — Name of Affiant
President — Title

Sworn to and subscribed before me this 8th day of May 2017.

Personally known X OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida My commission expires 8/18/2019

ERIKA S. LUSTIK
MY COMMISSION # FF910469
EXPIRES August 18, 2019
(407) 398-0153 FloridaNotaryService.com

Erika S. Lustik

(Printed typed or stamped commissioned name of notary public)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 59-1221261

Firm Name: Quentin L. Hampton Associates, Inc.

Mailing Address: PO Drawer 290247, Port Orange, FL 32129

Telephone No. (386) 761-6810 Fax No. (386) 761-3977

Email Address: QLHA@QLHA.COM Web Address: WWW.QLHA.COM

Service or Commodity Supplied: Consulting Engineering Services

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

Submitted by: _____

Name & Title Printed: Brad T. Blais, P.E., President

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	See Attached List	$
		$
		$

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

See Attached List

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

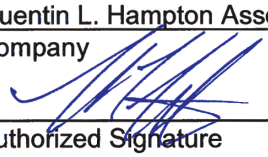
Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

TYPE OF FIRM:

☒ Corporation/Years in Business: 53. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Quentin L. Hampton Associates, Inc. Company	4401 Eastport Parkway Address
 Authorized Signature	Port Orange, FL 32127 City, State, Zip Code
Brad T. Blais, P.E., President Printed Name & Title	(386) 761-6810 Telephone No.
BBLAIS@QLHA.COM Email	(386) 761-3977 Fax No.

Proposer's Qualification Form
Attachment

Major Work Presently Under Contract:

% Completed	Project	Contract Amount
60%	Brevard County - S. Regional WWTF	$ 3,156,230.00
85%	Cocoa Beach - Minutemen Cswy SW Improvements	$ 418,546.00
87%	Cocoa Beach - Reclaimed ASR System Cycle Testing	$ 172,301.00
94%	Cocoa - Industrial Park Pump Station Construction	$ 218,356.00
36%	Cocoa - Florida Ave Streetscape CEI Services	$ 173,800.00
0%	Cocoa - Fiske Boulevard	$ 160,285.00
0%	Daytona Beach - Reuse Tank CEI	$ 235,055.00
51%	DeLand - RWM Waterford Heather Glen	$ 186,600.00
53%	Deland - RWM Extention Ph A, B, C	$ 171,600.00
44%	Edgewater - RWM Extention Phase 1	$ 326,038.00
37%	Edgewater - Consent Order Compliance	$ 172,910.00
41%	Flagler Beach - Ocean Palm Stormwater	$ 112,430.00
67%	Holly Hill - US1 Utility Undergrounding	$ 138,655.00
89%	Holly Hill - SW Master Plan Update	$ 128,670.00
0%	Mount Dora - Wolf Branch Road	$ 238,678.00
36%	Orange City - Potable Water Well 3R & Test Well	$ 147,630.00
98%	Ormond Beach - S. Peninsula RWM	$ 167,771.00
81%	Ormond Beach - Peninsula WM Replacement	$ 147,020.00
0%	Ormond Beach - WWTP Sludge Dewatering Upgrades	$ 161,910.00
100%	Ponce Inlet - Water System Improvements	$ 108,220.00
0%	Port Orange - Stormwater Master Plan Update	$ 145,140.00
85%	Volusia County - Rio Way Drainage	$ 166,134.00
0%	Volusia County - Well Construction Testing Deep Creek	$ 149,450.00
58%	Winter Garden - Stormwater Improvements	$ 313,635.00

Current Projects Pending Award:

Cocoa Beach - Downtown North Stormwater
DeLand - RWM Extension Phase 3 and 3A
DeLand - St Johns River Intake
DeLand - Water Supply and Treatment
Port Orange - Water System Improvements
Port Orange - Commonwealth Water Main Improvements
Utilities Commission - Reuse Reservoir Expansion

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualifications.
Proposer should check off each of the following items as the necessary action is completed:

☒ All information as requested in the Proposer's Qualification Form is included.

☒ All applicable forms have been signed and included

☒ Any addenda have been signed and included.

☒ You have included the **electronic version** of your proposal (required), as well as the hard copies required.

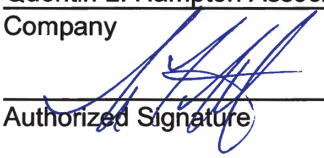
☒ The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

☒ **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

☒ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Quentin L. Hampton Associates, Inc. Company	4401 Eastport Parkway Address
 Authorized Signature	Port Orange, FL 32127 City, State, Zip Code
Brad T. Blais, P.E., President Printed Name & Title	(386) 761-6810 Telephone No.
BBLAIS@QLHA.COM Email	(386) 761-3977 Fax No.

ADDENDUM 1

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to Request for Qualifications **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES,** issued April 1, 2017.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation, RFQ 12-17-ENG, as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The bid opening remains May 9, 2017 at 3:00 PM.

Vendor questions:

1. Are you wanting a statement from our financial institution to satisfy this requirement or are you seeking something else?
   Would you please clarify what you would like to see?

   Answer: Financial Statement, credit score, any unsatisfied liens or judgements.

2. Your RFQ states that proof of insurance certification is to be submitted with the response. However, there are no guidelines as to dollar amounts and coverages you seek in order to get the COI from our provider.

Will you be releasing insurance parameters on coverages so I can give that to my provider and generate the proper Certificate of Insurance?

Answer:

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. Your company **is not required** to submit proof of insurance with this RFQ however, failure to provide proof of insurance as proscribed by this document no later than three (3) working days after your company is notified that it has been selected will automatically disqualify your firm from further consideration.

Workmen's compensation insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Contractor and employer's liability coverage providing limits as specified in the following paragraph:

Comprehensive General Liability $1,000,000 per person
Bodily Injury, including Death $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence
$1,000,000 aggregate

Comprehensive Auto
Auto Liability
$ 500,000 each person
Bodily Injury, including Death $ 500,000 each occurrence
Property Damage $ 200,000 each accident

Professional Liability: (errors and omissions) $1,000,000 (Minimum)

Furthermore, the Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subcontractors, if any.

3. Please clarify –

Under Tab 2 Experience – Please provide documentation/summary of experience of no less than three (3) previous projects for each of the items below –

Is it acceptable to provide three projects that provide experience with all the bullets?

OR

Do we need to provide 3 projects for each bullet, if so, can they be the same projects if applicable?

Answer: It is acceptable to provide three projects which provide all the experience required, if applicable. We are looking for three examples of your experience for each bullet, regardless of whether it was in combination with other bullet items.

4. Which tab should we use for the required forms? Should we create Tab 5 for the forms?

   Answer: Yes, Tab 5 will be fine for the forms.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



Proposer Signature

Quentin L. Hampton Associates, Inc.

Firm Name

END OF ADDENDUM #1

Our Definition of Success

A project designed and constructed which exceeds the project goals for all stakeholders, is within the project budget, and results in constructed facilities which can be efficiently maintained and operated by the client throughout and beyond the proposed lifespan.

QLH

Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

In The Words of Our Leadership:

"We believe our firm fills a niche in the market place for professional engineering services for small to medium size municipalities. We provide solid engineering and personalized service at a reasonable fee while improving the environment and the quality of life for client's residents/ customers, our clients, and our employees."

QLH

Quentin L. Hampton Associates

Quentin L. Hampton Associates, Inc.
4401 Eastport Parkway, Port Orange, Florida 32127
386-761-6810 | Fax: 386-761-3977 | www.qlha.com

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PARKER MYNCHENBERG & ASSOCIATES, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PARKER MYCHENBERG & ASSOCIATES, INC. (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PARKER MYCHENBERG & ASSOCIATES, INC., AGREE AS FOLLOWS:

1. The City and PARKER MYCHENBERG & ASSOCIATES, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

PARKER MYCHENBERG & ASSOCIATES, INC.

By: _____
Parker Mynchenberg, President

Date: 04/30/2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date _____

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Parker Mynchenberg. I am over the age of Twenty-one years old. I am the President (Title) of Parker Mynchenberg & Associates, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: April 30, 20 25

Signed: _____

Print Name: Parker Mynchenberg

Title: President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 30th day of April, 20 25 by Parker Mynchenberg as President on behalf of Parker Mynchenberg & Associates, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

KATHLEEN HOOTEN
Notary Public - State of Florida
Commission # HH 344003
My Comm. Expires Dec 21, 2026
Bonded through National Notary Assn.

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2024

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

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

PRODUCER	CONTACT NAME: D. Glenn Vincent, CPCU	
N. T. Vincent Insurance P.O. Box 1711 Daytona Beach FL 32115-1711 Phone 386- 258-1515 / Fax 386- 258-5271	PHONE (A/C, No, Ext): 386-258-1515	FAX (A/C, No): 386-405-7414 Cell
	E-MAIL ADDRESS: gvincent@vincentinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford Twin City Fire Insurance Company	29459
INSURED Parker Mynchenberg & Associates, Inc. 1729 Ridgewood Avenue Holly Hill, FL 32117 386-677-6891 Fax: 386-677-2114	INSURER B : The Hartford Casualty Insurance Company	29424
	INSURER C : Hamilton Select Insurance Company	17178
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	21 SBA TY5005	10/05/24	10/05/25	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	21 SBA TY5005	10/05/24	10/05/25	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			21 SBA TY5005	10/05/24	10/05/25	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	21 WEC AC5TSM	04/06/24	04/06/25	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			EOHS454460	06/20/24	06/20/25	Occurrence Aggregate	$2,000,000 $2,000,000

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

The City of New Smyrna Beach is an additional insured.

CERTIFICATE HOLDER

City of New Smyrna Beach

210 Sams Avenue
New Smyrna Beach, FL 32168
Phone: (386)410-2610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PARKER MYNCHENBERG & ASSOCIATES, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PARKER MYCHENBERG & ASSOCIATES, INC. (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PARKER MYCHENBERG & ASSOCIATES, INC., AGREE AS FOLLOWS:

1. The City and PARKER MYCHENBERG & ASSOCIATES, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/29/2023

Attest: _____
Kelly McQuillen, City Clerk

PARKER MYCHENBERG & ASSOCIATES, INC.

By: _____
Parker Mynchenberg, President

Date: 5-14-2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PARKER MYNCHENBERG & ASSOCIATES, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PARKER MYCHENBERG & ASSOCIATES, INC. (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PARKER MYCHENBERG & ASSOCIATES, INC., AGREE AS FOLLOWS:

1. The City and PARKER MYCHENBERG & ASSOCIATES, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

PARKER MYCHENBERG & ASSOCIATES, INC.

By: _____
Parker Mynchenberg, President

Date: 5-16-24

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 8/19/2024

END OF CONTRACT FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/12/2024

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

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

PRODUCER	CONTACT NAME: D. Glenn Vincent, CPCU	
N. T. Vincent Insurance P.O. Box 1711 Daytona Beach FL 32115-1711 Phone 386- 258-1515 / Fax 386- 258-5271	PHONE (A/C, No, Ext): 386-258-1515	FAX (A/C, No): 386-405-7414 Cell
	E-MAIL ADDRESS: gvincent@vincentinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford Twin City Fire Insurance Company	29459
INSURED Parker Mynchenberg & Associates, Inc. 1729 Ridgewood Avenue Holly Hill, FL 32117 386-677-6891 Fax: 386-677-2114	INSURER B : The Hartford Casualty Insurance Company	29424
	INSURER C : The Hartford Pacific Insurance Co., LTD	10046
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	21 SBA TY5005	10/05/23	10/05/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	21 SBA TY5005	10/05/23	10/05/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21 SBA TY5005	10/05/23	10/05/24	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	21 WEC AC5TSM	04/06/24	04/06/25	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			36 OH 0450551-24	06/20/24	06/20/25	Occurrence Aggregate	$2,000,000 $2,000,000

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

The City of New Smyrna Beach is an additional insured.

CERTIFICATE HOLDER

City of New Smyrna Beach

210 Sams Avenue
New Smyrna Beach, FL 32168
Phone: (386)410-2610

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <DV>

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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PARKER MYNCHENBERG & ASSOCIATES, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of Parker Mynchenberg & Associates, Inc. (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PARKER MYNCHENBERG & ASSOCIATES, INC., AGREE AS FOLLOWS:

1. The City and Parker Mynchenberg & Associates, Inc. agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 14, 2022

Attest: _____
Kelly McQuillen, City Clerk

PARKER MYNCHENBERG & ASSOCIATES, INC.

By: _____
Parker Mynchenberg, President

Date: 2-11-2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/28/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 1st day of August, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **Parker Mynchenberg & Associates, Inc.**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to

proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders;

at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require

with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means

and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-

consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the

CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public

agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Kyle Mynchenberg 7/12/17

Parker/Mynchenberg & Associates, Inc.

President 7-12-2017

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: 7/31/17

(City Attorney) (Date)

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com
Website: www.parkermynchenberg.com

May 9, 2017

Purchasing Coordinator
Finance Department
The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Re: REQUEST FOR QUALIFICATIONS – RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES
LETTER OF INTEREST – PROFESSIONAL ENGINEERING SERVICES

I am pleased to offer the following qualifications for your review associated with the City of New Smyrna Request for Qualifications-RFQ-12-17-ENG, *Continuing Contracts for Professional Engineering Services.* As requested in the RFQ, please find enclosed the following:

1. One (1) original, unbound paper version, marked "Original".
2. Three (3) copies, marked Copy 1 of 3, 2 of 3 and 3 of 3.
3. One (1) electronic copy on a flash drive.

The firm is locally owned and operated in Holly Hill by Parker Mynchenberg, P.E., R.L.A. Parker Mynchenberg & Associates, Inc. (PMA) has utilized its Design Team approach in the past on over one hundred successfully completed projects for various municipalities, including the City of Daytona Beach, the City of Daytona Beach Shores, the City of New Smyrna Beach, the City of Ormond Beach the City of Port Orange, Flagler County and Volusia County.

PMA has an extensive working knowledge of the City of New Smyrna Beach Codes and Ordinances as a result of past and present design services performed within the City. PMA is staffed with licensed Engineers and Registered Landscape Architects in addition to a team of CADD Technicians & Support Staff combining years of experience in the New Smyrna Beach area. Our office includes the most up-to-date computer programs and equipment necessary to complete projects in a professional and timely manner. PMA understands the importance of staying within budget requirements whether the project is being performed for private developers or municipalities such as the City of New Smyrna Beach and uses the expertise acquired over the years to meet these requirements.

PMA has had the pleasure of designing numerous engineering projects over the years with the City of New Smyrna Beach. PMA designed the following projects:

1. Central Fire Station, New Smyrna Beach
2. Pedestrian Trail, New Smyrna Beach
3. Esther Street Beach Front Park and Stormwater Improvements, New Smyrna Beach
4. Flagler Avenue Streetscape, New Smyrna Beach
5. Municipal Sports Complex - Bleachers
6. Julia Street Stormwater Improvements
7. Holland Park
8. S.R. 44 Sanitary Sewer Improvements
9. Flagler Avenue Beach Access

PMA is capable of designing any civil or public facility engineering project and has been in the Civil Engineering design business for 33 years. Additionally, PMA brings two staff Landscape Architects to provide a "turn-key" design, which includes Civil Engineering and Landscape Architecture for public facilities.

I look forward to again working with the City of New Smyrna Beach as an Engineering Continuing Consultant and would like to thank you in advance for the opportunity to provide PMA's qualifications for your consideration in the review process.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.
President

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Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
Email: info@parkermynchenberg.com
www.parkermynchenberg.com

TAB 1

QUALIFICATIONS OF FIRM

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
www.parkermynchenberg.com
info@parkermynchenberg.com

QUALIFICATIONS OF FIRM

PARKER MYNCHENBERG & ASSOCIATES, INC.
COMPANY PROFILE

PMA Profile

Parker Mynchenberg & Associates, Inc. (PMA) is a locally owned and operated small business that was incorporated in Volusia County, State of Florida, in 1984. PMA is owned by Parker Mynchenberg, P.E., R.L.A. PMA provides Professional Civil Engineering and Landscape Architectural services to both public and private sector clients in Volusia and Flagler Counties.

PMA, employs fifteen employees, all of which live in Volusia and Flagler County. Parker will be the **Project Engineer** and take personal charge of the project along with Steven R. Buswell, P.E., R.L.A., who has over sixteen years of experience with PMA and oversees permitting, scheduling and project management. In addition to the full time employees, Dominic D'Agresta, P.E. is a eight year part time employee who assists PMA with peer review and quality control.



ERAU – Welcome Center

History

Parker Mynchenberg & Associates, Inc. (PMA) is located at 1729 Ridgewood Avenue, Holly Hill, Florida 32117. The firm was established over 33 years ago and has a reputation for combining experience and work ethics to achieve quality design work, while promoting customer satisfaction. PMA has designed and permitted over one hundred municipal projects.



Trader Joe's – Distribution Center

Parker Mynchenberg, P.E., R.L.A. is a graduate of Mainland High School and obtained his Bachelor of Science Degree in Engineering from the University of Central Florida. Since graduating, he has practiced Civil Engineering and Landscape Architecture Design in Volusia and Flagler Counties and is licensed in the State of Florida as a Professional Civil Engineer, Registered Landscape Architect, General Contractor, Commercial Pool Contractor, and Real Estate Broker.

Steven R. Buswell, P.E., R.L.A. is a Professional Engineer and Registered Landscape Architect with a Master of Engineering and a Bachelor of Science Degree in Environmental Engineering from the University of Florida. He has worked as an Associate Engineer with Parker Mynchenberg & Associates, Inc. since 2001. He brings to the company a thorough background in Stormwater Design and Civil Engineering Design.

PMA Staff

PMA employs eight CADD Technicians:

- Cherie Harnden, Daytona Beach — 34 years with PMA
- Bruce Harnden, Daytona Beach — 28 years with PMA
- Don French, New Smyrna Beach — 17 years with PMA
- Joe DeCilla, South Daytona — 32 years with PMA
- Shane Brumenschenkel, DeLand — 16 years with PMA
- Bruce Bergstrom, Port Orange — 14 years with PMA
- Steve Waters, Port Orange — 2 years with PMA
- Matt Burnazos, New Smyrna Beach — 2 years with PMA

PMA employs five Support Staff

- Kyle Mynchenberg, Ormond Beach — 5 years with PMA
- Angela Felderman, Volusia County — 3 years with PMA
- Odette Pomerleau, Daytona Beach Shores — 31 years with PMA
- Amanda Holden, Palm Coast — 2 years with PMA
- Kim Flaherty, Edgewater — 1 month with PMA

PMA is FDOT Certified for Minor Projects in the areas of Highway Design-Roadway, Minor Highway Design and Landscape Architecture.

Current Continuing Contracts/Current Workload

Parker Mynchenberg & Associates, Inc. (PMA) is currently under Continuing Consultant Services Contracts with the following Entities:

- Flagler County
- The City of Daytona Beach
- The City of Bunnell
- The City of New Smyrna Beach
- The City of Ormond Beach
- The City of South Daytona
- Volusia County School Board
- FPL

In the role as Civil Engineer, PMA provides FDOT Roadway/Transportation, Utility, Stormwater Management and Landscape Architecture Design Services to these municipalities and the School Board as projects are developed. Typical projects include elements of design and permitting, such as Roadway and Traffic Signal Design, Site Planning, Environmental Permitting, Roadway Design, Water Distribution, Wastewater

Collection Reuse/Irrigation Design, Parks and Recreation Facilities, Landscaping Improvements, Waterfront Marina Permitting, Stormwater Management and Drainage Improvements.

PMA's current workload allows Staff to expedite projects from design through permitting to construction quickly. PMA has a local reputation that includes providing the highest quality, accurate work product with the least amount of design time within budget.



Eagle Landing Apartments

Firm Qualifications and Capabilities – Civil Engineering

The majority of Civil Engineering projects involve the design of stormwater treatment facilities in order to meet the State's minimum requirements. PMA utilizes industry standard computer software in order to perform the dynamic routing calculations required to obtain St. Johns River Water Management District and Florida Department of Environmental Protection State Wide Environmental Resource (SWERP's) permits.

In addition to stormwater management, PMA has designed all elements of water distribution systems and wastewater collection systems. PMA uses WaterCAD software to calculate pressure losses in potable water, sanitary force mains and reuse systems for existing and proposed systems to determine the most efficient and effective way to make improvements. PMA has designed numerous sanitary pump stations – both submersible and wet-well mounted and is familiar with the design criteria necessary to obtain permits from FDEP and other agencies with required permitting.



BCU – Handfield Athletics Center

Surveying Capabilities

PMA sub-contracts with Daniel W. Cory Surveyor, LLC and Sliger and Associates, Inc. to ensure the most complete and accurate Property, Boundary, Topographic, Tree, Wetland and Utility Surveys are used in the preparation of project plans and permits.

Geotechnical Capabilities

PMA sub-contracts with Universal Engineering Sciences to address geotechnical permitting issues. PMA and Universal Engineering Sciences are currently working on multiple projects, and have worked together for over thirty years on over 300 projects.

Public Hearings and Public Meetings

Parker Mynchenberg & Steve Buswell are both experienced in public presentations at both Public Hearings and Neighborhood/Shareholder meetings. PMA has participated and made presentations in hundreds of Public Hearings associated with project design and permitting.

Landscape and Irrigation Design



The City of New Smyrna Beach – Central Fire Station

PMA has two licensed Landscape Architects on staff. With 95% of our projects designed and permitted in the Flagler/Volusia County areas, PMA has the local knowledge for specifying the appropriate plant species which thrive in this area. In addition, PMA has developed strong relationships with local landscape contractors to ensure quality material and installation. In concert with landscape design, PMA is well versed in the requirements of The City of New Smyrna Beach landscape and irrigation standards and their applicability to new construction.

Parks

PMA has designed numerous parks throughout the area. Depending on the needs of the community, the parks have incorporated elements such as parking lots, educational kiosks, restroom facilities, ADA accessibility, volleyball courts, shuffle board courts, ball fields, commercial swimming pools, and other water features.

Commercial Pool and Spa Design

In addition to Engineering and Landscape Design, Parker Mynchenberg is a licensed Pool Contractor. Over the past several years, PMA has designed a majority of commercial pools within this area, including The City of Daytona Beach's Cypress Street Aquatics Center (includes geo-thermal heating and cooling), City of Holly Hill City Pool, and the Ocean Center's Lazy River and kiddy pool. PMA has also designed hundreds of commercial pools and spas throughout the State.

Contract Administration

PMA has the experience to review shop drawings, perform site inspections, prepare change orders, review As-Built drawings, attend pre-construction meetings, attend neighborhood meetings, and perform other Contract Administration duties as required by The City of New Smyrna Beach.

AutoCAD Capabilities with AutoCAD Version 2016

PMA has eight computer stations especially designed to utilize AutoCAD 2016 and the CADD technicians are thoroughly familiar with the AutoCAD 2016 software. All drawings produced at Parker Mynchenberg & Associates, Inc. utilize the most up to date computer software available. Additionally PMA can furnish The City of New Smyrna Beach with computer disks in AutoCAD or PDF format and hard copy prints of all drawings which are compatible with The City's Standard Specifications.

Internet Capabilities

PMA is fully computerized with high speed internet and has the capability of creating and emailing drawings and other documentation in JPG or PDF format as required, while doing so in a timely fashion.

Loss of Key Personnel

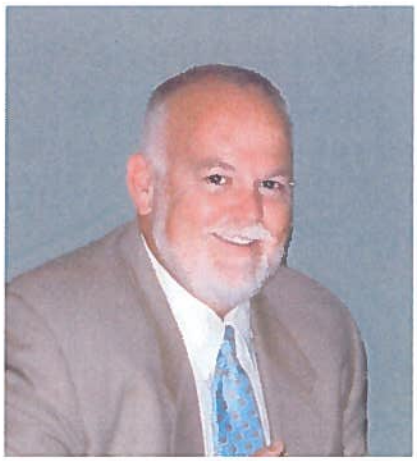
Both Parker Mynchenberg PE, RLA and Steven R. Buswell PE, RLA stay in constant communication with each other regarding the status of all projects in the office. This allows each one to specifically address issues that may arise on any given project in a seamless transition should for some reason there is a loss of key personnel.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Resume

PARKER MYNCHENBERG, P.E., R.L.A.
1729 Ridgewood Avenue
Holly Hill, Florida 32117



PRINCIPAL IN CHARGE

EXPERIENCE

Parker Mynchenberg & Associates, Inc. is owned and operated by Parker Mynchenberg, P.E. and has been in existence since 1984. The firm is located at 1729 Ridgewood Avenue, Holly Hill, Florida. Parker Mynchenberg, P.E. is a graduate of Mainland High School, Daytona Beach, Florida and the University of Central Florida with a Bachelor of Science Degree in Engineering. Since graduating, he has practiced Engineering and Landscape Architectural Design in Volusia and Flagler Counties, being licensed in the State of Florida as a Professional Civil Engineer, Landscape Architect, Commercial Pool Contractor, Real Estate Broker and General Contractor. Parker Mynchenberg has personally designed and permitted over one hundred municipal projects and hundreds of private site development projects.

EMPLOYMENT

1983 - Present — **Parker Mynchenberg & Associates, Inc.**
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Professional Engineer, Landscape Architect, General Contractor, Developer and Land Planner.
President and Owner of Firm.

1982 - 1983 — **Upham, Inc.**
Ormond Beach, Florida 32174
Professional Civil Engineer.
Chief Engineer.

1980 - 1982 — **Zev Cohen & Associates, Inc.**
Ormond Beach, Florida 32176
Civil Engineer.

1979 - 1980 — **City of Daytona Beach**
Daytona Beach, Florida 32114
E.I.T. Engineer.

EDUCATION

University of Central Florida
Bachelor of Science, 1978
Civil Engineering

REGISTRATIONS

Professional Engineer #32645
Registered Landscape Architect # 0001553
General Contractor #C021951
Commercial Pool Contractor #CP C048220
Real Estate Broker #BK 0349954

AFFILIATIONS

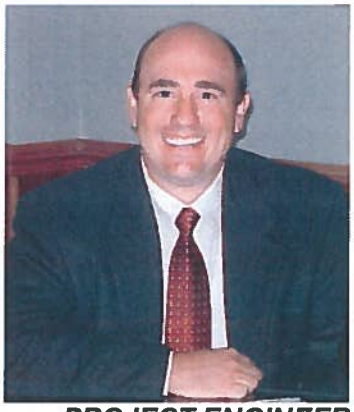
National Society of Professional Engineers (N.S.P.E.)
Florida Engineering Society (F.E.S.)
Board of Directors of Work Oriented Rehabilitation Center (W.O.R.C.)
Chamber of Commerce

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

STEVEN R. BUSWELL, P.E., R.L.A.

15 Highwood Ridge Trail
Ormond Beach, Florida 32174



PROJECT ENGINEER

EXPERIENCE

Steve is a Professional Engineer and Registered Landscape Architect specializing in Land Development. He has worked as an Associate Professional Engineer with Parker Mynchenberg & Associates (PMA) since 2001. He brings to the company a thorough background in Stormwater Design and Civil Engineering Design. Prior to joining PMA he was the Stormwater Design Engineer for The City of Daytona Beach. He is a graduate of the University of Florida with both and Master's and Bachelor's in Environmental Engineering.

His responsibilities at PMA include Project Management as well as performing all of the technical calculations and reports in order to obtain approval from the respective governing agencies. Following is a list of his Employers and Responsibilities at each position.

EMPLOYMENT

2001 – Present **Parker Mynchenberg & Associates, Inc.**
Holly Hill, FL
Project Manager

Project Manager of commercial developments and subdivisions from design through construction. Responsibilities include all related features associated with site development including design of stormwater management systems, roadways, paving and drainage plans, utility extensions, landscape architecture and irrigation system design.

2000 – 2001 **The City of Daytona Beach**
Daytona Beach, FL
Stormwater Design Engineer

Responsibilities include design and contract administration of municipal drainage projects associated with the City's Capital Improvement Program. Other duties include roadway design and utility extensions. Contact person for all of stormwater related projects, Community Rating System Coordinator, and Administrator of the NPDES Phase II Program.

1998 – 2000 **The City of Ormond Beach**
Ormond Beach, FL
Civil Engineer

Manager of all private commercial developments and subdivisions for the City from design through construction. Responsibilities included review of all of the engineering related aspects of the development, including stormwater management system, roadway design, paving and drainage, and utility extensions. Contact person for all of water, wastewater, utility, and wetland permit applications.

EDUCATION

University of Florida
Master of Engineering, 1995
Environmental Engineering

University of Florida
Bachelor of Science, 1994
Environmental Engineering

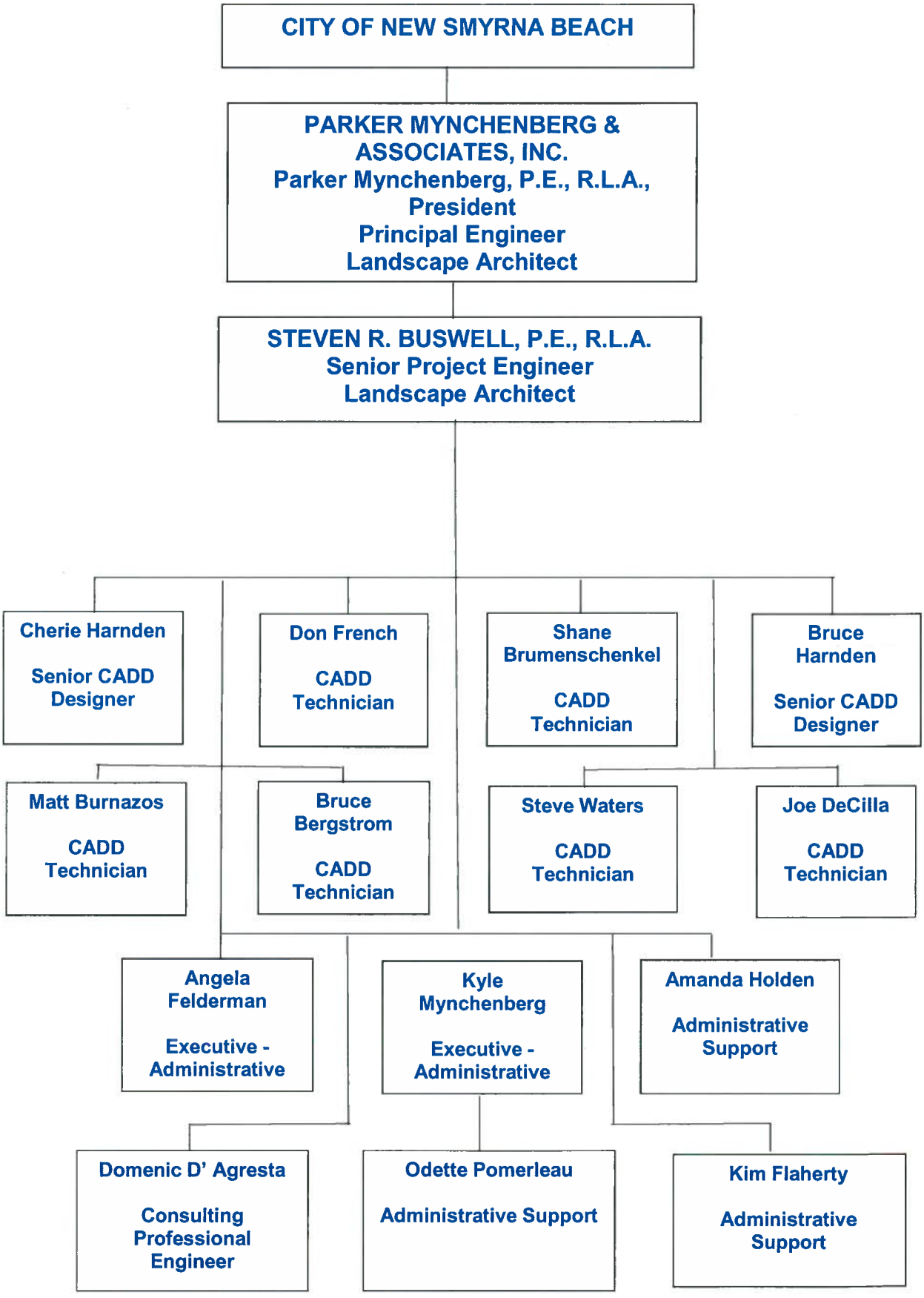
REGISTRATIONS

Professional Engineer #53985
Registered Landscape Architect #6667011

AFFILIATIONS

Tau Beta Pi Engineering Honor Society, Golden Key Honor Society, Society of Environmental Engineers Brownsfield Advisory Board for the City of Ormond Beach

ORGANIZATIONAL CHART

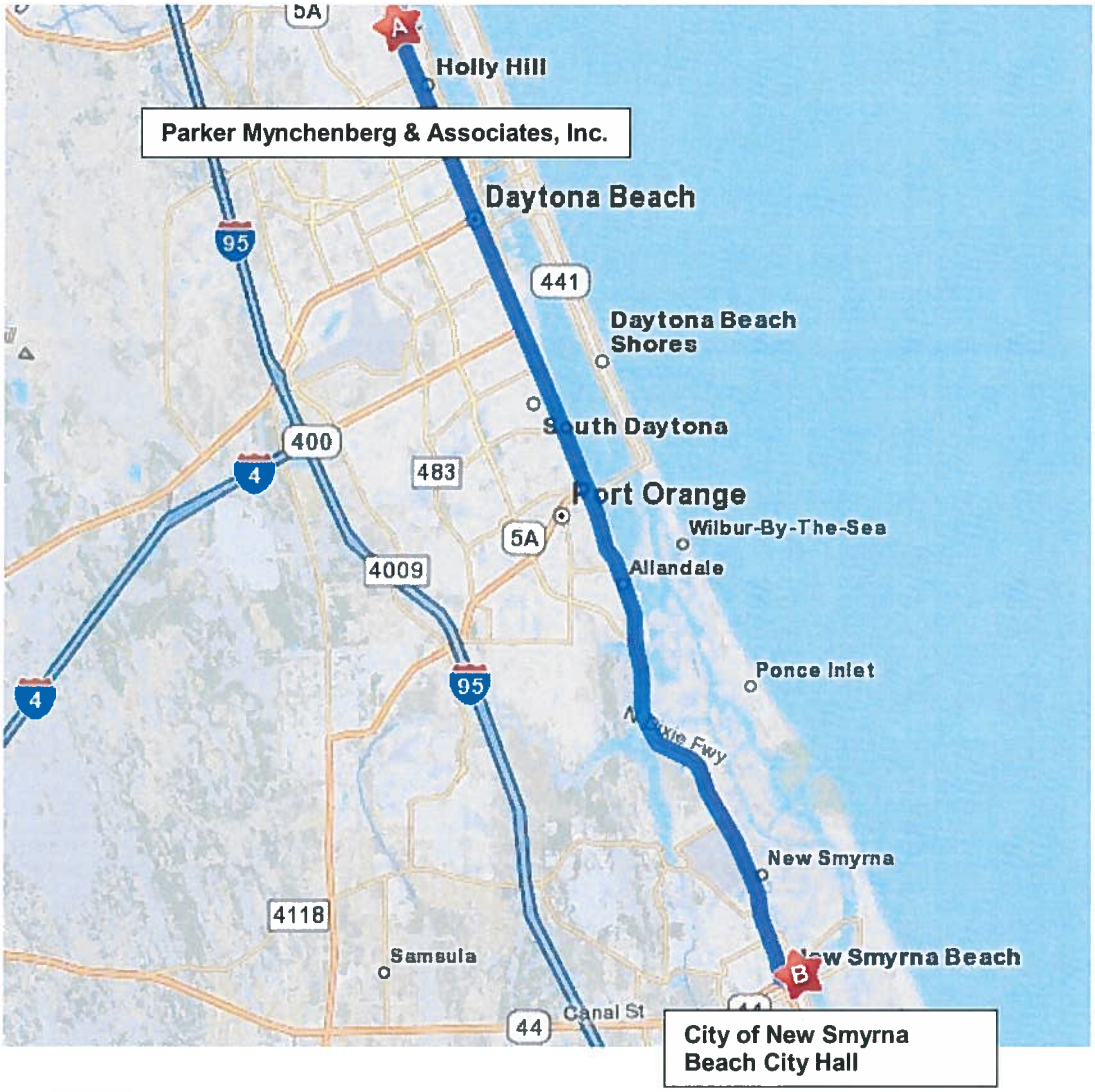


FLORIDA SMALL AND MINORITY BUSINESS ASSISTANCE ACT

Parker Mynchenberg & Associates, Inc. is not a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act.

PMA'S OFFICE LOCATION AND NUMBER OF EMPLOYEES

Parker Mynchenberg & Associates, Inc. is located at 1729 Ridgewood Avenue in Holly Hill, Florida, 32117. Our office is located on the east side of U.S. 1, approximately **19 miles** from The City of New Smyrna Beach City Hall. Given our close proximity, we can be at City Hall in less than thirty minutes if needed for questions, meetings, or other project related issues.



NUMBER OF EMPLOYEES

PROFESSIONAL ENGINEERS	2
REGISTERED LANDSCAPE ARCHITECTS	2
AUTOCAD TECHNICIANS	8
CONSTRUCTION INSPECTORS	2
ADMINISTRATIVE STAFF	4

SUMMARY OF PROFESSIONAL CONSULTANT'S WORKLOAD/PERFORMANCE CAPABILITY TO MEET CITY REQUIREMENTS AS AND WHEN REQUESTED

PMA consistently has a full workload. As demonstrated over the past six (6) years with the City of New Smyrna Beach, PMA has consistently met deadlines as required by various projects designed and permitted for New Smyrna Beach by PMA. PMA has the resources to complete any project on time.

State of Florida

Board of Professional Engineers

Attests that

Parker Mynchenberg & Associates Inc.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201902563 R

CA Lic. No:
3910

State of Florida

Board of Professional Engineers

Attests that

Parker Kimball Mynchenberg , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201918740 R

P.E. Lic. No:
32645

State of Florida

Board of Professional Engineers

Attests that

Steven Richard Buswell , P.E.

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201919760 R

P.E. Lic. No:
53985

PROFESSIONAL LICENSES

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA6667011

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

BUSWELL, STEVEN RICHARD
15 HIGHWOOD RIDGE TRAIL
ORMOND BEACH FL 32174

ISSUED: 11/29/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511290001066

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA0001553

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

MYNCHENBERG, PARKER KIMBALL
1729 RIDGEWOOD AVENUE
HOLLY HILL FL 32117

ISSUED: 11/23/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511230000980

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LC0000311

The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2017

PARKER MYNCHENBERG & ASSOCIATES, INC.
1729 RIDGEWOOD AVENUE
HOLLY HILL FL 32117

ISSUED: 11/23/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1511230000993

1410

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2017

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

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

PRODUCER	CONTACT NAME: D. Glenn Vincent, CPCU
N. T. Vincent Insurance P.O. Box 1711 Daytona Beach FL 32115-1711 Phone 386- 258-1515 / Fax 386- 258-5271	PHONE (A/C, No, Ext): 386-258-1515 FAX (A/C, No): 386-258-5271 E-MAIL ADDRESS: glenn_vincent@msn.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Parker Mynchenberg & Associates, Inc. 1729 Ridgewood Avenue Holly Hill, FL 32117 386-677-6891 Fax: 386-677-2114	INSURER A : Foremost Signature Insurance Company	41513
	INSURER B : Foremost Insurance Company	11185
	INSURER C : Axis Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	PAS 04303410	10/05/16	10/05/17	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	PAS 04303410	10/05/16	10/05/17	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PAS 04303410	10/05/16	10/05/17	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC 03556315 06	04/06/17	04/06/18	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			AEA001152012016	06/20/16	06/20/17	$1,000,000 $2,000,000	Each Claim Aggregate

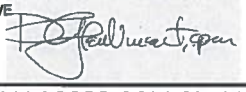
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of New Smyrna Beach
Mr. Khalid Resheidat,P. E.,Asst City Mgr
Public Works Dept. 210 Sams Avenue
New Smyrna Beach, FL 32168
Phone: (386)424-2209
Fax: (386)424-2198

CANCELLATION

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

AUTHORIZED REPRESENTATIVE 

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TAB 2

EXPERIENCE

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
www.parkermynchenberg.com
info@parkermynchenberg.com

EXPERIENCE

Esther Street
New Smyrna Beach

Client: City of New Smyrna Beach
Contact Name: Khalid Resheidat, Assistant City Manager
Public Works Director
Address: 210 Sams Avenue
New Smyrna Beach, FL 32168
Phone Number: 386-424-2205

Description: Esther Street Park and Atlantic Avenue Drainage Improvements include design, permitting and bidding of an oceanfront public park and a drainage improvement project to alleviate flooding in Atlantic Avenue. The project is now constructed. This $2-million-dollar project includes City of New Smyrna Beach bid documents and specifications prepared by PMA. The children's playground is located on Atlantic Avenue and Esther Street.

Timelines: PMA estimated the timeline for the project to be approximately six (6) months and completed the project within the estimated time.

Estimated Budget: The original budget was provided by the City; actual budget – met City budget amount.



Esther Street Oceanfront Park

EXPERIENCE

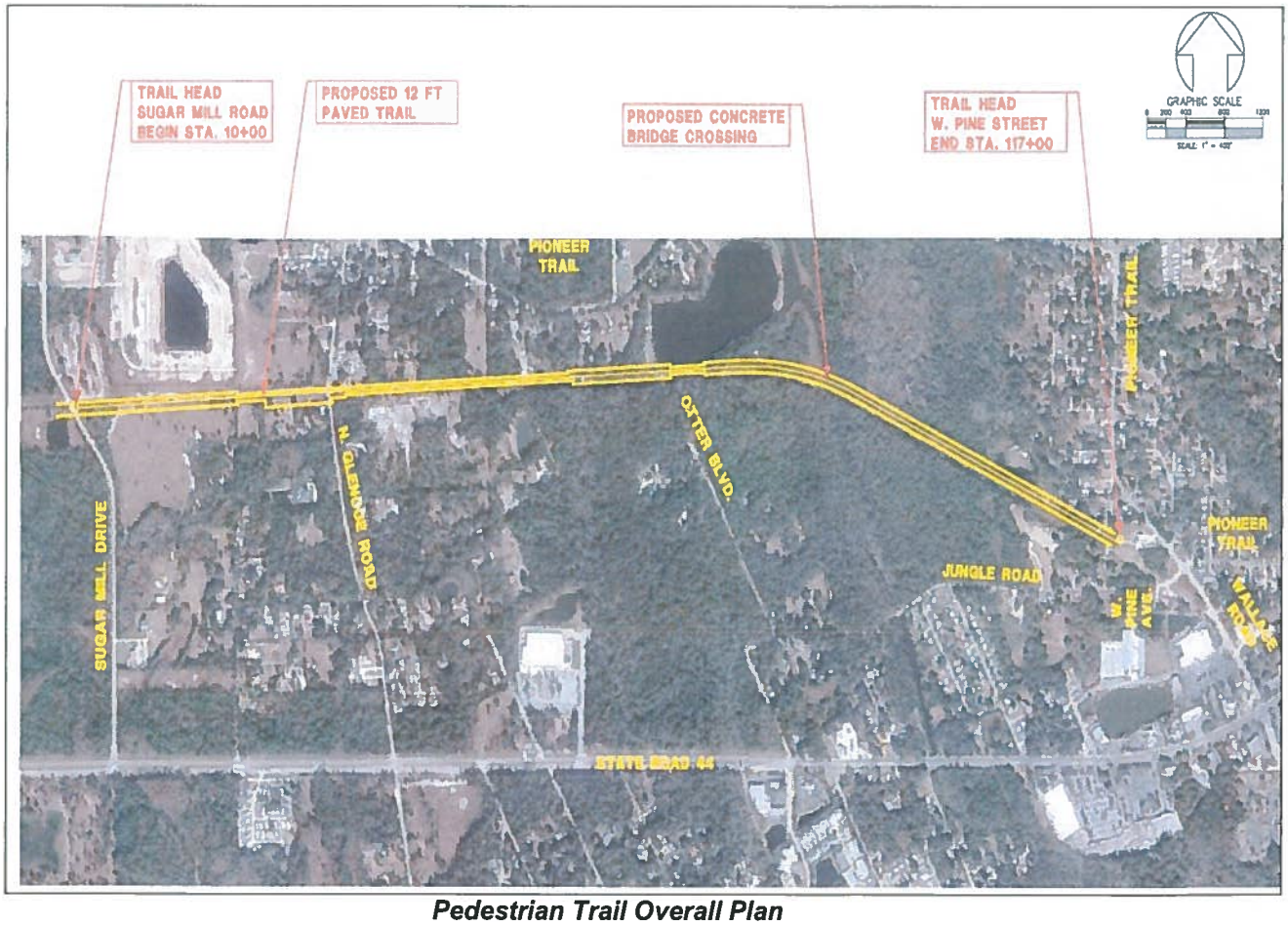
Pedestrian Trail
New Smyrna Beach

Client: City of New Smyrna Beach
Contact Name: Khalid Resheidat, Assistant City Manager
Public Works Director
Address: 210 Sams Avenue
New Smyrna Beach, FL 32168
Phone Number: 386-424-2205

Description: This project consists of design and permitting of a 2.2 mile trail which includes funding from MPO and ECHO. This $1.2 million project is substantially completed and designed, permitted and bid by PMA for the City of New Smyrna Beach. The project included FDEP, St. Johns River Water Management District and U.S. Army Corps of Engineering permitting. The project also included grant funding (completed in 2014).

Timelines: PMA estimated the timeline for the project to be approximately eight (8) months and completed the project within the estimated time.

Estimated Budget: The original budget was provided by the City; actual budget – met City budget amount.



Pedestrian Trail Overall Plan

Pedestrian Trail - Continued





EXPERIENCE

Central Fire Station
New Smyrna Beach

Client: City of New Smyrna Beach
Contact Name: Khalid Resheidat, Assistant City Manager
Public Works Director
Address: 210 Sams Avenue
New Smyrna Beach, FL 32168
Phone Number: 386-424-2205

Description: This project consisted of construction of a 10,808 square foot, one story fire station with a 3,000 square feet accessory building, 260 square foot generator building and a 2,913 square foot future addition with 31 parking stalls and associated stormwater management, landscaping, and irrigation on 2.80 acres.

Timelines: PMA estimated the timeline for the site work to be approximately seven (7) months and completed the project within the estimated time.

Estimated Budget: The original budget was provided by the City; actual budget – met City budget amount.



Central Fire Station

EXPERIENCE

Police Station
Daytona Beach

Client: City of Daytona Beach
Contact Name: Jim Nelson, City Engineer
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Phone Number: 386-671-8600

Description: Design and Permitting of the City of Daytona Beach new Police Station located on the southeast corner of Mason Avenue & Williamson Blvd. The project also included a regional stormwater pond to serve a new public right-of-way and out-parcel. Utility extensions included boring and jacking of Mason Avenue and construction of new turn lanes.

Timelines: Design and permitting was scheduled to take seven months and was permitted in six months.

Estimated Budget: The original budget was provided by the City; actual budget – met City budget amount.



Daytona Beach Police Station - Continued





EXPERIENCE

ERAU Welcome Center
Daytona Beach

Client:	Embry-Riddle Aeronautical University
Contact Name:	Chris Hardesty, Director, University Planning & Construction Mgmt.
Address:	600 S. Clyde Morris Blvd. Building S Daytona Beach, FL 32114
Phone Number:	386-226-6506

Description: The project included the Engineering, design, permitting, bidding services, landscape architecture and construction supervision for the Embry Riddle Aeronautical University (ERAU) Jim Henderson Welcome Center. The design included the new 23,030 SF building, associated parking and stormwater management system, with additional design elements that include water features, and a walkway overpass to accommodate students and staff in a safe manner. PMA was the Civil Engineer and Landscape Architect on the Welcome Center Project.

Timeline: Project design and permitting was estimated and completed in six months.

Budget: The project was designed within budget.



ERAU Welcome Center – Continued





EXPERIENCE

Breakers Oceanfront Park
Daytona Beach

Client: City of Daytona Beach
Contact Name: Jim Nelson, P.E.
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Phone Number: 386-671-8610

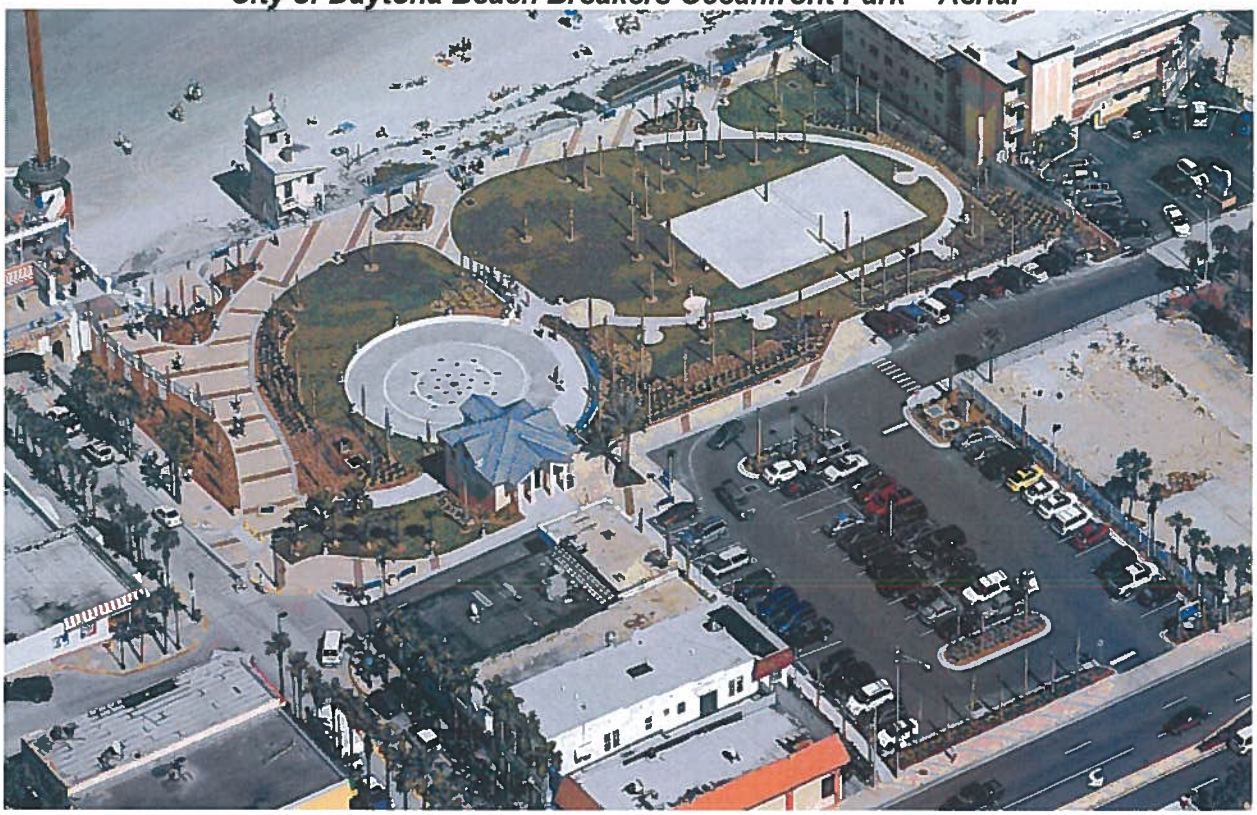
Description: The project included the design, permitting, and bidding of a passive/active recreational park located near the Ocean. More specifically, the features included a learning center, interactive water feature, volleyball court, handicapped beach access, parking lot expansion, and landscaping.

PMA's duties as Prime Consultant on this project included design and permitting of the Park and Interactive Water Feature, including bidding services through final closeout. The project is located south of Main Street on Ocean Avenue.

Timelines: Design and permitting in six months, two months ahead of eight month timeline.

Estimated Budget: The original budget was provided by the City; actual budget – met City budget amount.

City of Daytona Beach Breakers Oceanfront Park – Aerial





City of Daytona Beach Breakers Oceanfront Park Interactive Fountain



EXPERIENCE

ERAU – Buffer Zone
Daytona Beach

Client:	Embry-Riddle Aeronautical University
Contact Name:	Chris Hardesty, Director, University Planning & Construction Mgmt.
Address:	600 S. Clyde Morris Blvd. Building S Daytona Beach, FL 32114
Phone Number:	386-226-6506

Description: The project included the design, permitting, bidding services, and construction supervision for the Embry Riddle Aeronautical University (ERAU) Buffer Zone Project. The project includes a synthetic soccer field, synthetic softball field, (4) softball dugouts, soccer field, NCAA natural turf softball field and associate parking, parking lot lighting, landscaping and amenities.

Timeline: Complete design and permitting in seven months meeting ERAU's schedule.

Budget: 5.5 Million Dollar budget was met.



ERAU Buffer Zone – Continued





EXPERIENCE

Eagle Landing
Daytona Beach

Client: Daytona Properties II, LLLP.
Contact Name: Mr. John Barefoot, Development Project Manager-LEED AP
Address: 348 Enterprise Dr.
Valdosta, GA 31601
Phone Number: 229-219-8145

Description: The project included the design and permitting of a new apartment complex (including clubhouse and four (4) apartment buildings), water and sanitary sewer extensions, stormwater management system, as well as any associated landscape, irrigation, and parking improvements. All outside agency permits will be obtained as well as the City of Daytona Beach Final Site Plan Approval.

Timeline: Five month permitting timeline was met.

Budget: The project came within budget.



EXPERIENCE

FPL – Culvert Replacement
Ormond Beach

Client: Florida Power & Light Co.
Contact Name: Daryl Kilpatrick, P.E.
Address: 700 Universe Boulevard, JW/TS4
Juno Beach, FL 33408-0420
Phone Number: 561-904-3641

Description: The project included the preparation of a new Culvert Replacement on an existing substation point of access.

Timeline: Three month permitting schedule was met.

Budget: The project was within budget.



FPL Culvert Replacement – Continued





FPL Culvert Replacement - Continued



EXPERIENCE

Tomoka Town Center / Tanger Outlet
Daytona Beach

Client: Tanger Outlet Centers
Contact Name: Kevin E. Jennings, Director of Development
Address: 3200 Northline Avenue, Suite 360
Greensboro, NC 27408
Phone Number: 336-834-6883

Description: PMA was the Civil Engineer and Landscape Architect for the project. The project included the design and permitting of a new outlet mall and all supplemental elements including but not limited to parking, landscaping, utility extensions, roadway improvements and stormwater management. All outside agency permits will be obtained as well as The City of Daytona Beach Site Plan Approval.

Timeline: Aggressive permitting timeline of four months was met.

Budget: Project was within budget.



Tomoka Town Center / Tanger Outlet - Continued





Tomoka Town Center / Tanger Outlet - Continued



Similar Experience

Parker Mynchenberg & Associates, Inc. (PMA) was incorporated in 1984 and during the past 33+ years has performed the Engineering and Landscape Architectural Design for numerous projects relating to park and recreation facility design. Experience and background includes, but is not limited to, the following areas:

1. Park and Beachfront Park Design, including Restroom Facilities and Handicapped Access.
2. Streetscape Design.
3. Water, Sewer and Drainage Improvement Design.
4. Recreational Facilities Design (including Tennis Courts, Bocce Ball Courts, Passive Stormwater Parks, and Active Water Features / Fountains).
5. Roadway Parking Lot Design.
6. Swimming Pool Design and Permitting.
7. Stormwater Permitting and Dredge and Fill Permitting.
8. U.S. Army Corps of Engineers Dock and Marina Permitting.
9. Florida Department of Environmental Protection Permitting.
10. St. Johns River Water Management District Permitting.
11. Florida Department of Transportation Permitting.
12. Volusia County Health Department Permitting.
13. Coastal Construction Permitting.
14. Synthetic and Natural Turf Soccer Fields and Softball Fields.
15. Seawall and Pavilion Design.
16. Landscape, Hardscape, and Streetscape.
17. Waterwise Irrigation Design.
18. Dune Restoration.

The firm's experience in the above areas includes the preparation and approval of plans and specifications for various park projects specifically associated with the Scope of Services being requested by the City of New Smyrna Beach. The following projects are recent examples of projects which have been designed and permitted by PMA:

Similar Projects

1. Daytona Beach Grounds Maintenance
2. Volusia County Off Beach Parking
3. Flagler Avenue Lifeguard Station
4. International Speedway Boulevard Streetscape
5. Halifax Humane Society Dog Park
6. Marine Science
7. S.R. 44 Sewer Improvements
8. Champion Elementary School City of New Smyrna Beach Facility
9. Westside Elementary School

Project Name: **Daytona Beach Grounds Maintenance**
Owner: **The City of Daytona Beach**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included the design and permitting of a public parking lot totaling 40 spaces and a master stormwater management system which will be sized to provide treatment and attenuation of the adjacent residential apartment project proposed to be built together along with the associated landscaping and irrigation

Statement of Project Approach: The City of Daytona Beach requested a Concept Plan for a new Grounds Maintenance Facility. PMA met with stakeholders and reached a consensus to prepare a concept plan which included the required number of public spaces as well as Master planned the remaining property for future commercial .development. PMA worked closely with City staff in collaboration with the engineer of the MLK Lofts project to design and permit the necessary features in order to meet the deadline and within budget.

Project Name: **Volusia County Off Beach Parking**
Owner: **The County of Volusia**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included the design and permitting of a new beachfront parking lot, totaling 100 parking stalls, a public beach access with ADA beach access ramp, lighting, signage, landscape, irrigation and drainage improvements.

Statement of Project Approach: The County of Volusia requested a design to maximize the number of public parking stalls. PMA designed a new parking facility meeting the target number of spaces of 100. PMA coordinated with both the County and FDOT regarding the access to the property. Furthermore, the project was designed and permitted by the State as improvements including an ADA ramp, shower facilities, and lighting occurred seaward of the Coastal Construction Control Line (CCCL).

Project Name: **Flagler Avenue Lifeguard Station**
Owner: **The County of Volusia**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included the construction of a 1,900 square foot lifeguard station and associated parking. A portion of the project was located waterward of the Coastal Construction Control Line and required FDEP Division of Beaches and Shores permitting.

Statement of Project Approach: Working with Volusia County and Site Architect in coordination with the City of New Smyrna Beach and State of Florida Department of Environmental Protection, a site design was determined and permitted. Several stakeholder meetings were coordinated with County staff as well as the County's

Engineer of Record of the new seawall. The designs were cross checked to assure all elements of design were coordinated for a seamless project.

Project Name: **International Speedway Boulevard Streetscape**
Owner: **The City of Daytona Beach**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included the improvements in the International Speedway Boulevard right-of-way from the easterly limits of Nova Road right-of-way eastward along International Speedway Boulevard to the westerly limit of U.S. 1 (Ridgewood Avenue) right-of-way, then continuing from the easterly right-of-way U.S. 1 to the westerly right-of-way of Beach Street. The project consisted of new lighting, sidewalk and paving features.

Statement of Project Approach: The City desired to place overhead electric underground and improve the intersection at Bethune Cookman University (BCU). The project included Florida Department of Transportation and City of Daytona Beach permitting. Several meetings were held with the State Officials to guarantee all financial requirements had been incorporated into the design. A design that met the City's and FDOT's requirements was met.

Project Name: **Halifax Humane Society Dog Park**
Owner: **Halifax Humane Society**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included preparation of a Conceptual Site Plan, shop drawing review, attendance at the preconstruction meeting and Final Site plan and submittal to the City.

Statement of Project Approach: Evaluate the Scope of the project and determine the budget available for phasing of the project. Prepare overall landscape / scenic setback plan and meet with Halifax Humane Society Staff and Project Architect. Complete design and permitting of the entire project including dog park, parking facility, and grooming facility.

Project Name: **Marine Science Center**
Owner: **The County of Volusia**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project included the expansion and site improvements for the Marine Science Center located at Ponce Inlet including Final Site Plan approval and Landscape Architectural plans.

Statement of Project Approach: Work with stakeholders to facilitate a design for future expansion, including phasing. Several consultants including a specialty water quality engineer were required to be coordinated. Several utility concepts were prepared and evaluated from both an economic feasibility and environmentally sensitive standpoint.

Project Name: **S.R. 44 Sewer Improvements**
Owner: **The City of New Smyrna Beach**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project includes the coordination and payment of subconsultants, meetings, etc. for the design of sanitary sewer system improvements, including a duplex submersible pump station, along the south side of S.R. 44 from Glencoe Road to east of Wild Orange Drive.

Statement of Project Approach: Coordination with the Utilities Commission and City of New Smyrna Beach to provide gravity sanitary sewer in the area. The permitting challenges associated with this project included coordination between FDOT and Volusia County.

Project Name: **Champion Elementary School**
Owner: **Volusia County School Board**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project includes the design and permitting of the new Champions Elementary School located at the end of Tournament Drive. Facilities included a basketball court, playground, and recreational ballfields. The project included extensive Contract Administration through construction. The site plan included design of new parking facilities for Staff and the public. A new wet detention system was permitted to address the stormwater requirements associated with the Outstanding Florida Water (OFW) design criteria.

Statement of Project Approach: The project approach included meeting with the School Board and Site Architect to determine the required site features and make sure they were safely coordinated into the Site design. Best available information was used to evaluate site constraints and assure the design accounted for the physical parameters identified in those studies. The design was then value engineered to determine compatibility with the budget. Then a substantial QA/QC program was implemented to determine constructability.

Project Name: **Westside Elementary School**
Owner: **Volusia County Schools**
Engineer of Record: **Parker Mynchenberg, P.E.**

Project Description: The project includes the engineering and landscape architectural services associated with the school's addition/renovations.

Statement of Project Approach: The project approach included meeting with the School Board and Site Architect to determine the required site features and make sure they were safely coordinated into the Site design. Best available information was used to evaluate site constraints and assure the design accounted for the physical parameters identified in those studies. The design was then value engineered to determine compatibility with the budget. Then a substantial QA/QC program was implemented to determine constructability.

STATEMENT OF CITATIONS, VIOLATIONS AND LITIGATION

Parker Mynchenberg & Associates, Inc. has not had any citations, violations or litigation within the last three (3) years.

TAB 3

CLIENT REFERENCES

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
www.parkermynchenberg.com
info@parkermynchenberg.com

CLIENT REFERENCES

Parker Mynchenberg & Associates, Inc. (PMA) is currently under Continuing Contract Services Contracts with the following:

- The City of New Smyrna Beach
  Kyle W. Fegley, City Engineer
  210 Sams Avenue
  New Smyrna Beach, Florida 32168
  kfegley@cityofnsb.com
  (386) 410-2811
  (386) 410-2804 - fax
  Length of Contract: 10 years

  Recent Projects
  Central Fire Station
  Julia Street Stormwater Improvements
  Pedestrian Trail
  Holland Park
  Esther Street Park

- The City of Daytona Beach
  James Nelson, Jr., City Engineer
  Engineering Department
  950 Bellevue Avenue
  Daytona Beach, Florida 32114
  nelsonj@codb.us
  (386) 671-8613
  (386) 671-8605 -fax
  Length of Contract: Open Ended

  Recent Projects
  ISB Streetscape Phase II
  Red John/ISB Pump Station
  Grounds Maintenance Improvements
  South Street Storm Sewer Replacement
  Jackie Robinson Ball Park Improvements

- The City of South Daytona
  Les Gillis, Public Works Director
  Public Works Administration Building
  1770 Segrave Street
  South Daytona, Florida 32119
  lgillis@southdaytona.org
  (386) 322-3080
  (386) 322-3008 -fax
  Length of Contract: Open Ended

  Recent Projects
  Ridge Boulevard – Multi Use Trail
  Reed Canal Park
  Magnolia Park
  Big Tree Mast Arm Improvements
  Ferndale Water System Improvements

- Embry Riddle Aeronautical University
  Chris Hardesty, Director, University
  University Planning & Constr. Mgmt
  600 S. Clyde Morris Blvd., Bldg S
  Daytona Beach, Florida 32114
  harded0c@erau.edu
  (386) 226-6506
  (386) 226-6582-fax
  Length of Contract: Open Ended

  Recent Projects
  Welcome Center
  College of Arts & Sciences
  Research Park West
  Buffer Zone
  West Loop Road

- FP&L
  Daryl Kilpatrick, PE
  700 Universe Boulevard, JW/TS4
  Juno Beach, Florida 33408
  daryl.kilpatrick@fpl.com
  (561) 904-3641
  (772) 834-9350 -fax
  Length of Contract: Open Ended

  Recent Projects
  Ormond Beach Culvert Replacement
  Raven Substation
  Gaco Transmission Station
  Highridge Substation
  Roberts Road Substation

- Votran
  Elizabeth Suchsland, Asst. General Manager of Operations and Maintenance
  950 Big Tree Road
  South Daytona, Florida 32119
  esuchsland@volusia.org
  (386) 763-3727
  (386) 756-7487 -fax
  Length of Contract: Open Ended

  Recent Projects
  Julia Street Bus Terminal
  Swallowtail Bus Terminal
  Big Tree Depot Concrete Paving
  Orange City Bus Terminal

- Volusia County Schools
  Saralee Morrissey, Director – Planning
  Post Office Box 2118
  DeLand, Florida 32721-2118
  smorriss@volusia.k12.fl.us
  (386) 255-6475, ext. 50772
  (386) 506-5056 -fax
  Length of contract: 1 Year

  Recent Projects
  Long Street Elementary Parent Pick-up Loop
  Champions Elementary School

TAB 4

OTHER

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
www.parkermynchenberg.com
info@parkermynchenberg.com

ONGOING PROJECTS

Gary Yeoman's Honda Dealership – Daytona Beach, Florida

Buc-ee's – Daytona Beach, Florida

Daytona State College Student Union – Daytona Beach, Florida

Embry Riddle Aeronautical University Student Union – Daytona Beach, Florida

Embry Riddle Aeronautical University Dormitory Phase 2 – Daytona Beach, Florida

Marine Science Center – Ponce Inlet, Florida

Daytona Beach Shores Community Center – Daytona Beach Shores, Florida

B.Braun Distribution Center (399,500 sq.ft.) – Daytona Beach, Florida

Hard Rock Café – Daytona Beach, Florida

Boston Whaler Expansion – Edgewater, Florida

Eagle Landing Phase 3

Oak Tree Subdivision

919 N. Atlantic Parking Improvements

Dahlia Avenue – Volusia County Beach Park

3167 S. Atlantic Avenue – Volusia County Beach Park

TAB 5

FORMS

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Phone: (386) 677-6891
Fax: (386) 677-2114
www.parkermynchenberg.com
info@parkermynchenberg.com

ADDENDUM 1

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to Request for Qualifications **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES,** issued April 1, 2017.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation, RFQ 12-17-ENG, as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The bid opening remains May 9, 2017 at 3:00 PM.

Vendor questions:

1. Are you wanting a statement from our financial institution to satisfy this requirement or are you seeking something else?
   Would you please clarify what you would like to see?

   Answer: Financial Statement, credit score, any unsatisfied liens or judgements.

2. Your RFQ states that proof of insurance certification is to be submitted with the response. However, there are no guidelines as to dollar amounts and coverages you seek in order to get the COI from our provider.

Will you be releasing insurance parameters on coverages so I can give that to my provider and generate the proper Certificate of Insurance?

Answer:

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. Your company **is not required** to submit proof of insurance with this RFQ however, failure to provide proof of insurance as proscribed by this document no later than three (3) working days after your company is notified that it has been selected will automatically disqualify your firm from further consideration.

Workmen's compensation insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Contractor and employer's liability coverage providing limits as specified in the following paragraph:

Comprehensive General Liability $1,000,000 per person
Bodily Injury, including Death $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence
$1,000,000 aggregate

Comprehensive Auto
Auto Liability
$ 500,000 each person
Bodily Injury, including Death $ 500,000 each occurrence
Property Damage $ 200,000 each accident

Professional Liability: (errors and omissions) $1,000,000 (Minimum)

Furthermore, the Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subcontractors, if any.

3. Please clarify –

Under Tab 2 Experience – Please provide documentation/summary of experience of no less than three (3) previous projects for each of the items below –

Is it acceptable to provide three projects that provide experience with all the bullets?

OR

Do we need to provide 3 projects for each bullet, if so, can they be the same projects if applicable?

Answer: It is acceptable to provide three projects which provide all the experience required, if applicable. We are looking for three examples of your experience for each bullet, regardless of whether it was in combination with other bullet items.

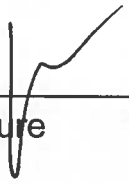
4. Which tab should we use for the required forms? Should we create Tab 5 for the forms?

   Answer: Yes, Tab 5 will be fine for the forms.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



Proposer Signature

Parker Mynchenberg & Associates, Inc.

Firm Name

END OF ADDENDUM #1

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for RFQ 12-17-ENG.

This sworn statement is submitted by Parker Mynchenberg & Associates, Inc.

[Name of entity submitting sworn statement]

whose business address is: 1729 Ridgewood Avenue, Holly Hill, FL 32117 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2400464. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is Parker Mynchenberg and my relationship to the entity named above is President.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

_X_ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Sworn Statement
Page #2

Date: 5-8-17

Signature

STATE OF: Florida

COUNTY OF: Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Parker Mynchenberg [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 8th day of MAY, 20 17.

My commission expires:

Joseph DeCilla
Notary Public

JOSEPH DECILLA
Notary Public - State of Florida
Commission # GG 018425
My Comm. Expires Aug 3, 2020

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

PERSONALL KNOWN
Type of I.D.

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 59-2400464

Firm Name: Parker Mynchenberg & Associates, Inc.

Mailing Address: 1729 Ridgewood Avenue

Holly Hill, FL 32117

Telephone No. 386-677-6891 Fax No. 386-677-2114

Email Address: info@parkermynchenberg.com Web Address: parkermynchenberg.com

Service or Commodity Supplied: Professional Engineering Services

If remittance address is different from the mailing address so indicate below.

Firm Name: Parker Mynchenberg & Associates, Inc.

Mailing Address: 1729 Ridgewood Avenue

Holly Hill, FL 32117

Submitted by:

Name & Title Printed: Parker Mynchenberg, President

1449

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
50%	Grand Resreve Subdivision	$ 227,500.00
10%	Buc-ee's	$ 89,000.00
50%	Boston Whaler - Edgewater	$ 166,600.00

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Van Trust - Phase 2

Oak Leaf Preserve Subdivision

Halifax Plantation - Section M-2

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

TYPE OF FIRM:

☒ Corporation/Years in Business: 33. If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Parker Mynchenberg & Associates, Inc. Company	1729 Ridgewood Avenue Address
 Authorized Signature	Holly Hill, FL 32117 City, State, Zip Code
Parker Mynchenberg, President Printed Name & Title	386-677-6891 Telephone No.
info@parkermynchenberg.com Email	386-677-2114 Fax No.

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualifications.
Proposer should check off each of the following items as the necessary action is completed:

☒ All information as requested in the Proposer's Qualification Form is included.

☒ All applicable forms have been signed and included

☒ Any addenda have been signed and included.

☒ You have included the **electronic version** of your proposal (required), as well as the hard copies required.

☒ The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

☒ **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

☒ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Parker Mynchenberg & Associates, Inc.	1729 Ridgewood Avenue
Company	Address
Authorized Signature	Holly Hill, FL 32117
	City, State, Zip Code
Parker Mynchenberg, President	386-677-6891
Printed Name & Title	Telephone No.
info@parkermynchenberg.com	386-677-2114
Email	Fax No.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Parker Mynchenberg
2. _____who was duly sworn, deposes, and states:
3. I am the President of Parker Mynchenberg & Assoc. Inc with a local office in Holly Hill, FL and principal office in Holly Hill, FL.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 8th day MAY 20 17.

_____
Signature

Parker Mynchenberg _____ President _____
Name of Affiant Title

Sworn to and subscribed before me this 8th day of MAY 20 17.

Personally known XX OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida My commission expires 8-3-20

JOSEPH DECILLA

(Printed typed or stamped commissioned name of notary public)

JOSEPH DECILLA
Notary Public - State of Florida
Commission # GG 018425
My Comm. Expires Aug 3, 2020

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: May 6, 2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date _____

END OF CONTRACT FOR SERVICES

HOURLY RATES		
Senior Project Manager		$195.00 / Hour
Project Manager		$185.00 / Hour
Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
CADD / GIS Technician		$90.00 / Hour
Word Processor / Clerical		$85.00 / Hour
Mileage		$0.67 / mile
Copies and Prints (In-House)		
B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page
Plots (In-House)	All Color Plots	$5.00 / SF
	All B&W Sizes	$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF ~~VOLUSIA~~ §
SEMINOLE

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

1. My name is Juan Fong , P.E. . I am over the age of Twenty-one years old. I am the Principal (Title) of Pegasus Engineering, LLC (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: May 6, 2025

Signed: _____

Print Name: Juan Fong, P.E.

Title: Principal

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 6th day of May, 2025 by Juan Fong, P.E. as Principal on behalf of Pegasus Engineering, LLC who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public State of Florida
Priscilla Villanueva
My Commission
HH 256159
Exp. 4/27/2026

Priscilla Villanueva

Notary Public, State of Florida

Printed name, commission and expiration of commission term

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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

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

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER A : Phoenix Insurance Co. (Travelers)	25623
	INSURER B : Travelers Property & Casualty of America	25674
	INSURER C : Travelers Casualty & Surety Co	19038
	INSURER D : Siriuspoint Specialty Insurance	16820
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		6802H633696	9/18/2024	9/18/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			6802H633696	9/18/2024	9/18/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			CUP5D257010	9/18/2024	9/18/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		UB5J589774	9/18/2024	9/18/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			12997969-H	9/18/2024	9/18/2025	Per Claim/Aggregate	2,000,000

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

RE: Continuing Professional Engineering Services

Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong, P.E. Title: MGRM

Date: June 6, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/10/2024

END OF CONTRACT FOR SERVICES

Pegasus ENGINEERING

HOURLY RATES		
Senior Project Manager		$195.00 / Hour
Project Manager		$185.00 / Hour
Senior Project Engineer		$180.00 / Hour
Project Engineer		$150.00 / Hour
Senior Designer		$120.00 / Hour
Senior CADD/GIS Technician		$105.00 / Hour
CADD / GIS Technician		$90.00 / Hour
Word Processor / Clerical		$85.00 / Hour
Mileage		$0.67 / mile
Copies and Prints (In-House)		
B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page
Plots (In-House)	All Color Plots	$5.00 / SF
	All B&W Sizes	$0.15 / SF
Overnight Delivery		Actual Cost
Courier Services		Actual Cost
Postage		Actual Cost
Government Permits		Actual Cost

Unit Prices Effective Until December 31, 2024

PEGAENG-01 ASOSTENUTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/9/2024

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

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

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Co. (Travelers) — 25623 INSURER B : Travelers Property & Casualty of America — 25674 INSURER C : Travelers Casualty & Surety Co — 19038 INSURER D : Berkley Insurance Company — 32603 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		6802H633696	9/18/2023	9/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6802H633696	9/18/2023	9/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP5D257010	9/18/2023	9/18/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5J589774	9/18/2023	9/18/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			AEC-9070599-06	9/18/2023	9/18/2024	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Professional Engineering Services
Certificate Holder is listed as an Additional Insured in regards to General Liability when required by written contract. 30 Day Notice of Cancellation, except for 10 days for non-payment.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of PEGASUS ENGINEERING, LLC, (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC., AGREE AS FOLLOWS:

1. THE CITY and PEGASUS ENGINEERING, LLC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: July 6, 2023

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____
Name: Juan Fong Title: MGRM

Date: June 12, 2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/12/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
PEGASUS ENGINEERING, LLC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of Pegasus Engineering, LLC. (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND PEGASUS ENGINEERING, LLC. AGREE AS FOLLOWS:

1. The City and Pegasus Engineering, LLC. Inc. agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 28, 2022

Attest: _____
Kelly McQuillen, City Clerk

PEGASUS ENGINEERING, LLC.

By: _____, MGRM
Name and Title

Date: February 11, 2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/28/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 26th day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and Pegasus Engineering LLC, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT

shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to

replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for

work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor

selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other

writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Pegasus Engineering, LLC

(Firm Name)

July 13, 2017

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

PEGASUS ENGINEERING, LLC LIMITED LIABILITY COMPANY SEAL 2007 FLORIDA

APPROVED AS TO CORRECTNESS AND FORM:

BY:

(City Attorney) (Date) 7/28/17

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

Pegasus ENGINEERING

EXHIBIT "A"
FEE SCHEDULE

Senior Project Manager	$185.00 / Hour
Project Manager	$180.00 / Hour
Senior Project Engineer	$170.00 / Hour
Project Engineer	$150.00 / Hour
Senior Designer	$100.00 / Hour
Designer	$90.00 / Hour
CADD / GIS Technician	$85.00 / Hour
Word Processor / Clerical	$70.00 / Hour

Mileage	53.5¢ / mile

Copies and Prints (In-House)

B&W	8.5 x 11	$0.10 / page
	11 x 17	$0.15 / page
Color	8.5 x 11	$1.00 / page
	11 x 17	$1.50 / page

Plots (In-House)

All Color Plots	$5.00 / SF
All B&W Sizes	$0.15 / SF

Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost

Unit Prices Effective Until December 31, 2017

Continuing Professional Engineering Services

RFQ 12-17-ENG

May 9, 2017





City Of

New Smyrna

Beach

Pegasus ENGINEERING

1484

May 9, 2017

City of New Smyrna Beach
Attn: Purchasing Coordinator
Finance Department
City Hall – 2nd Floor
210 Sams Avenue
New Smyrna Beach, Florida 32168

REF: **Statement of Qualifications for the**
Continuing Professional Engineering Services
RFQ 12-17-ENG

Dear Sir or Madam:

Pegasus Engineering, LLC appreciates this opportunity to submit our qualifications to provide the City of New Smyrna Beach with professional engineering services, as we have successfully done in the past.

Pegasus is a Seminole County (Winter Springs) based public infrastructure engineering firm primarily providing planning, engineering, design, permitting, construction phase services, and grants / loan assistance to Florida cities, counties and state agencies. The extensive experience and accomplishments of our firm's senior personnel on highly successful infrastructure projects for local governments is unsurpassed in terms of responsiveness, quality of services, and in meeting schedules and budget objectives.

- **David Hamstra, P.E., CFM** with over 32 years of experience, will serve as our Team's Program Manager.
- **Greg Teague, P.E., CFM** with over 30 years of experience, will serve as our Team's Project Manager.

Supporting Mr. Hamstra and Mr. Teague on this contract, Pegasus Engineering counts with a very talented staff, which has performed an entire realm of civil engineering assignments with professional integrity, competence and respect. The following provides a breakdown of our employees by discipline.

Pegasus Engineering Staff Summary By Department			
Stormwater	**Transportation**	**Civil / Utilities**	**Support Staff**
David Hamstra, P.E., CFM	Fursan Munjed, P.E.	Tom Kelley, P.E.	Priscilla Villanueva
Greg Teague, P.E., CFM	Juan Fong, P.E.	Mike Galura, P.E.	
Leylah Saavedra, P.E., CFM	Firas Munjed, P.E.	Steve Medeiros, Ph.D., P.E.	
Mike Bruegger, P.E.	Keith Johnson, P.E.	Beth Whikehart, P.E.	Linnie Hunt
Johan Rodriguez, P.E., CFM	Tom Andrezzi		
Donny Greenough	Sean Beck		(Administrative Assistants)
Jason Birkhead			
5 Professional Engineers	4 Professional Engineers	4 Professional Engineers	

Our Pegasus Team also includes specialized sub-consultants, namely: **Daniel W. Cory Surveyor, LLC,** to perform all surveying services; **Universal Engineering Sciences, Inc.** to perform subsurface and geotechnical services; and **Southeastern Surveying and Mapping Corporation (SSMC)** to perform sub-surface utility engineering services to accurately identify and locate all existing utilities, including underground telephone, gas, water, and sanitary sewer systems. If additional specialty type sub-consultants such as architectural, electrical, landscape design, environmental assessment, etc., are required for a specific assignment, highly qualified sub-consultants will be selected by Pegasus to provide the necessary services, with the prior approval of the City.

Our Pegasus Team understands the nature of the work to be accomplished, as well as the expectations and services that the City of New Smyrna Beach requires from their consultants. We trust that the qualifications and capabilities of our Team, combined with our extensive experience with similar projects, will convince the City's Evaluation Committee that our Pegasus Team is uniquely qualified and has a strong professional desire to serve the City, as we have had the privilege of doing in the past.

We urge the City's Evaluation Committee to contact our references regarding our performance on similar contracts. **We guarantee that the City of New Smyrna Beach will be most pleased with our Team's provision of responsive, cost-effective, and timely professional engineering services.**

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Program Manager

Juan Fong, P.E.
Principal

RFQ 12-17-ENG

Continuing Professional Engineering Services

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Pegasus ENGINEERING

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RFQ 12-17-ENG

Continuing Professional Engineering Services

Qualifications of Firm

Pegasus ENGINEERING

1489

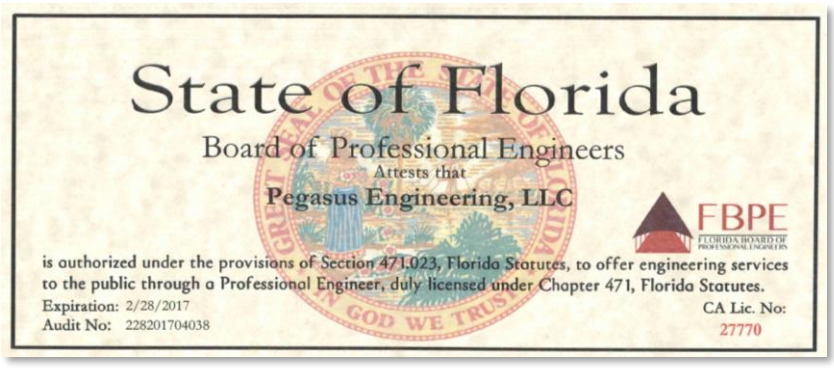
Qualifications of Firm



1.0 CURRENT LICENSE AND REGISTRATION

Pegasus Engineering, LLC is a Winter Springs-based civil infrastructure engineering firm that was organized and registered with the State of Florida in August 2007. Dedicated to assisting governmental agencies with Florida's growing public infrastructure needs, with special emphasis on stormwater and transportation services, our company, as well as all key professional staff, is qualified and properly licensed to practice engineering in the State of Florida.

Specifically, Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida Board of Professional Engineers under Certificate of Authorization No. 27770. The company Federal Employer Identification Number is 26-0806410.


State of Florida
Board of Professional Engineers
Attests that
Pegasus Engineering, LLC
FBPE
is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.
Expiration: 2/28/2017
Audit No: 228201704038
CA Lic. No:
27770

State of Florida
Department of State

I certify from the records of this office that PEGASUS ENGINEERING, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 28, 2007.

The document number of this limited liability company is L07000088384.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 16, 2017, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2017

Ken Detzner

Secretary of State

Tracking Number: CC8150875909

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

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

2.0 INSURANCE CERTIFICATION

Pegasus Engineering carries professional liability insurance coverage with $1,000,000 professional liability policy limits (see below), and when required by clients, utilizes "excess coverage" to increase the policy limits for specific contracts.

PEGAS-1 OP ID: KJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2016

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

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

PRODUCER JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	CONTACT NAME: Kristin McIntosh PHONE (A/C, No, Ext): 321-445-1117 FAX (A/C, No): 321-445-1076 E-MAIL ADDRESS: certs@jcj-insurance.com
INSURED Pegasus Engineering LLC 301 W. SR 434, Suite 309 Winter Springs, FL 32708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Indemnity Co. — 25658 INSURER B : Travelers Casualty & Surety Co — 19038 INSURER C : Axis Insuarnce Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			680-2H633696	09/18/2016	09/18/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Emp Ben.	$	1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO			680-2H633696	09/18/2016	09/18/2017	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-5D257010	09/18/2016	09/18/2017	AGGREGATE	$	1,000,000
	DED X RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH)			UB-4128T792	09/18/2016	09/18/2017	E.L. EACH ACCIDENT	$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
C	Professional Liab			AEA000099-02-2016	09/18/2016	09/18/2017	Per Claim		2,000,000
							Aggregate		2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
FORPROP For Proposal Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark E Jackson

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Pegasus Engineering, LLC will provide any additional proof of insurance coverage required by the City, including Professional Malpractice coverage (Errors & Omissions), within three (3) days of the notification of our selection for this contract.

Moreover, Pegasus Engineering will indemnify, hold harmless, defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including negligent act or omission on the part of the selected firm or its subcontractors, if any.

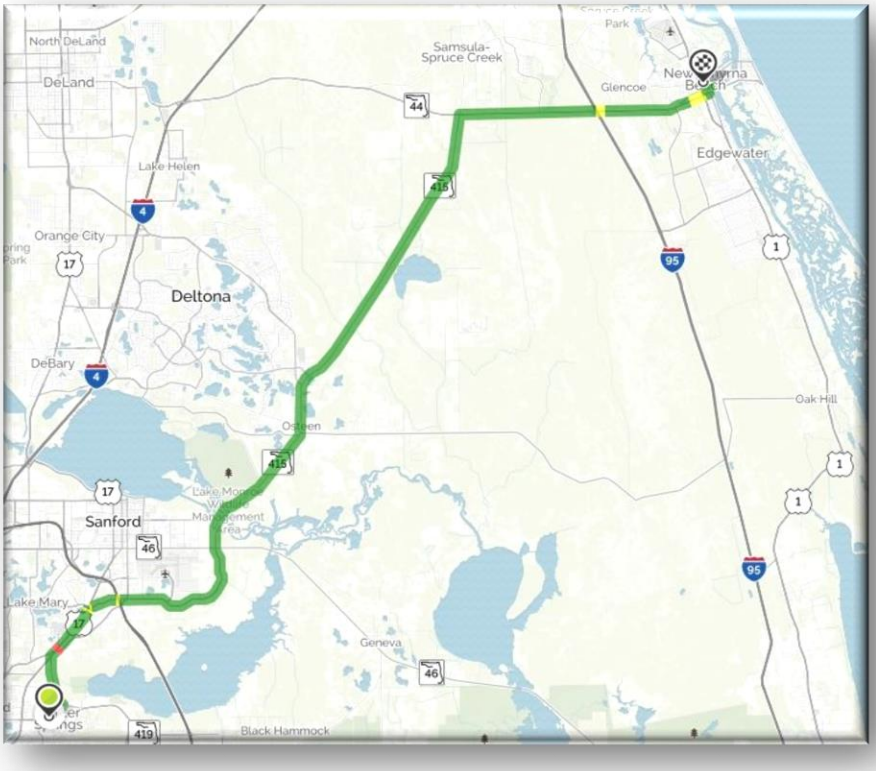
3.0 OFFICE LOCATION

The majority of the work for this contract will be performed at Pegasus Engineering headquarters located in Winter Springs, Seminole County, at the following address:

Pegasus Engineering, LLC
301 West State Road 434
Suite 309
Winter Springs, Florida 32708

Our main office is located approximately forty (40) miles from City Hall.

We also have a satellite office located in Pasco County, Florida.



4.0 FIRM OVERVIEW

Pegasus Engineering, LLC was founded and commenced business operations in 2007 by the former Professional Engineering Consultants (PEC) Highway Department Manager, Mr. Fursan Munjed, P.E. and the Assistant Highway Department Manager, Mr. Juan Fong, P.E. In 2009, PEC Stormwater Department Manager, Mr. David Hamstra, P.E., CFM, joined Pegasus along with key PEC stormwater staff. Ten (10) of Pegasus' Florida-Registered Professional Engineers worked together for many years at PEC, which phased out its business operations in late 2009 and early 2010. Pegasus continued to serve the stormwater engineering and transportation contracts that were transferred from PEC at the request of a number of the various cities and counties for whom our selected team of professionals had had the privilege of serving along with numerous additional stormwater and transportation contracts that have been subsequently won by Pegasus.

Number of Years in Business and Financial Stability

Pegasus Engineering, LLC is currently approaching its 10th year of successful business endeavor as it continues to provide Central Florida with professional engineering services for public infrastructure, with primary emphasis on stormwater management, transportation, related construction phase services and grants management.



Pegasus Engineering, LLC has the financial stability and the necessary resources, human and financial, to provide the services at the level required by the City for this contract. Pegasus has had an excellent banking relationship with Bank of America, with whom our company has conducted all of its banking with since its inception in 2007. As requested, an official letter from Bank of America for our account has been provided within Tab 6. If requested, we will be pleased to provide more detailed financial information regarding our firm's financial stability.

Number of Personnel

Pegasus Engineering comprises several departments that specialize in Stormwater Engineering, Transportation and Civil/Utilities. Each of these departments is headed by a Principal / Department Manager, namely Mr. David Hamstra, P.E., CFM, Mr. Juan Fong, P.E., and Mr. Tom Kelly, P.E., respectively.



The Stormwater Engineering Department is composed of five (5) Professional Engineers and two (2) designers / GIS technicians while the Transportation Department is composed of four (4) Professional Engineers and two (2) designers. The Civil/Utilities Department is composed of four (4) Professional Engineers assisted by Stormwater and Transportation engineers and designers. An administrative assistant serves the needs of the office and the engineering staff. The following provides a specific breakdown of our Pegasus Engineering team of professionals by field of expertise:

Pegasus Engineering Key Staff			
Staff Member	Professional Title	Years of Experience	Florida Active Registration Number
Stormwater			
David Hamstra, P.E., CFM	Program Manager	32 years	PE No. 38652
Greg Teague, P.E., CFM	Sr. Project Engineer	30 years	PE No. 47663
Leylah Saavedra, P.E., CFM	Sr. Project Engineer	21 years	PE No. 58753
Mike Bruegger, P.E.	Sr. Project Engineer	30 years	PE No. 44949
Johan Rodriguez, P.E., CFM	Project Engineer	20 years	PE No. 66517
Donny Greenough	Sr. Designer/Technician	27 years	
Jason Birkhead	Designer/Technician	17 years	

Transportation			
Juan Fong, P.E.	Principal	24 years	PE No. 51932
Fursan Munjed, P.E.	Principal	24 years	PE No. 51446
Firas Munjed, P.E.	Sr. Project Engineer	25 years	PE No. 49292
Keith Johnson, P.E.	Project Engineer	15 years	PE No. 65623
Tom Andrezzi	Sr. Designer	36 years	
Sean Beck	Designer	15 years	
Civil / Utilities			
Tom Kelley, P.E.	Sr. Utilities Engineer	45+ years	PE No. 10058
Mike Galura, P.E.	Sr. Project Engineer	28 years	PE No. 41728
Steve Medeiros, Ph.D., P.E.	Sr. Project Engineer	15 years	PE No. 61768
Beth Whikehart, P.E.	Project Engineer	15 years	PE No. 66649
Support Staff			
Priscilla Villanueva	Administrative Assistant	19 years	
Linnie Hunt	Administrative Assistant	30 years	

Expertise

The senior personnel of Pegasus Engineering, LLC have extensive successful experience in all phases of planning, design, permitting, bidding, and construction administration projects for Florida cities, counties, and FDOT. While a number of our engineers, designers, and technicians have design experience on development projects (subdivisions, shopping centers, commercial sites, schools, medical, recreation, etc.), Pegasus has essentially restricted its practice to providing services to governmental entities. Thus, Pegasus never has any potential conflicts of interest. Pegasus currently has extensive experience in providing site development plans review services for the cities of DeBary, Orange City, and Longwood.

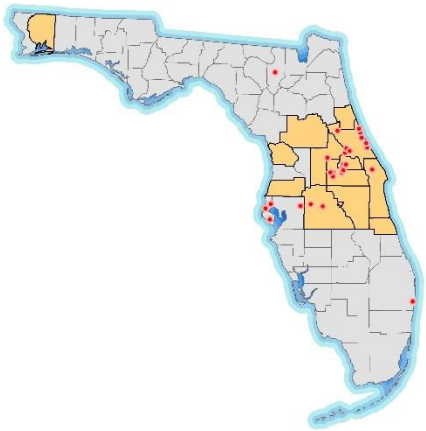
Pegasus' services are directed by our staff of Florida-registered Professional Engineers who are assisted by Sr. Designers, CADD Drafters and GIS Specialists. Our services primarily focus on the following:

- Stormwater / Drainage Engineering
- Transportation Engineering
- Utility Engineering
- Geographic Information Systems
- Grant Applications and Management (1)
- Eminent Domain / Expert Witness
- Construction Administration

(1) Pegasus Engineering's senior staff have successfully secured over $40 million in Federal, State and local grants. For detailed grant management experience, please refer to Tab 4.

Furthermore, our stormwater/drainage engineering experience and services germane to this proposal include:

- Drainage Basin Studies and Hydraulic / Hydrologic Modeling
- Drainage Retrofit Projects
- Pollutant and Sediment Removal Structures
- Water Quality Monitoring, Nutrient Budgets and TMDL Reduction Projects
- Basin Management Action Plans (BMAPs)
- National Pollutant Discharge Elimination (NPDES) Stormwater Pollution Prevention Plans (SWPPP) Permits
- Environmental Resource Permitting (ERP)
- Stormwater Management Master Plans and Capital Improvement Programs (CIP's)
- Construction Documents (Construction Plans and Technical Specifications)
- Mitigation Plans and Permit Applications
- Construction Bidding and Construction Administration Services
- National Pollution Discharge Elimination (NPDES) MS4 Permit Applications
- Stormwater Management Utility Assessments and Rate Studies
- Presentations for Public Involvement and Information Meetings
- Grant Applications and Management
- Expert Witness



Pegasus senior staff members have a proven record of providing successful engineering services under both continuing and specific project contracts for numerous Florida governmental entities including the Cities of Altamonte Springs, Clearwater, Daytona Beach, DeBary, Deltona, Delray Beach, Longwood, Mount Dora, Orlando, Orange City, Ormond Beach, Plant City, Pierson, Port Orange, St. Petersburg, Titusville, Winter Garden, Winter Haven, Winter Springs, Windermere, Winter Park, and the Counties of Volusia, Brevard, Seminole, Citrus, Polk, Pasco, Flagler, Indian River, Lake, Marion, Orange, Osceola, and Santa Rosa. We also have recently provided design services to FDOT Districts 1, 3, 5 and 7, including multiple projects for District 7 in Hillsborough County.

We also completed the design for the Central Florida Expressway Authority (formally OOCEA) on the $5 Million East S.R. 408 Realignment and East S.R. 50 Exit Ramp improvement Project.

Additionally, Pegasus is pre-qualified by FDOT in the following Work Groups:

Group 3 Highway Design – Roadway
- 3.1 Minor Highway Design
- 3.2 Major Highway Design
- 3.3 Controlled Access Highway Design

Group 6 Traffic Engineering and Operations Studies
- 6.1 Traffic Engineering Studies
- 6.2 Traffic Signal Timing
- 6.3.1 Intelligent Transportation Systems Analysis and Design
- 6.3.2 Intelligent Transportation Systems Implementation
- 6.3.3 Intelligent Transportation Traffic Engineering Systems Communications

Group 7 Traffic Operations Design
- 7.1 Signing, Pavement Marking and Channelization
- 7.2 Lighting
- 7.3 Signalization

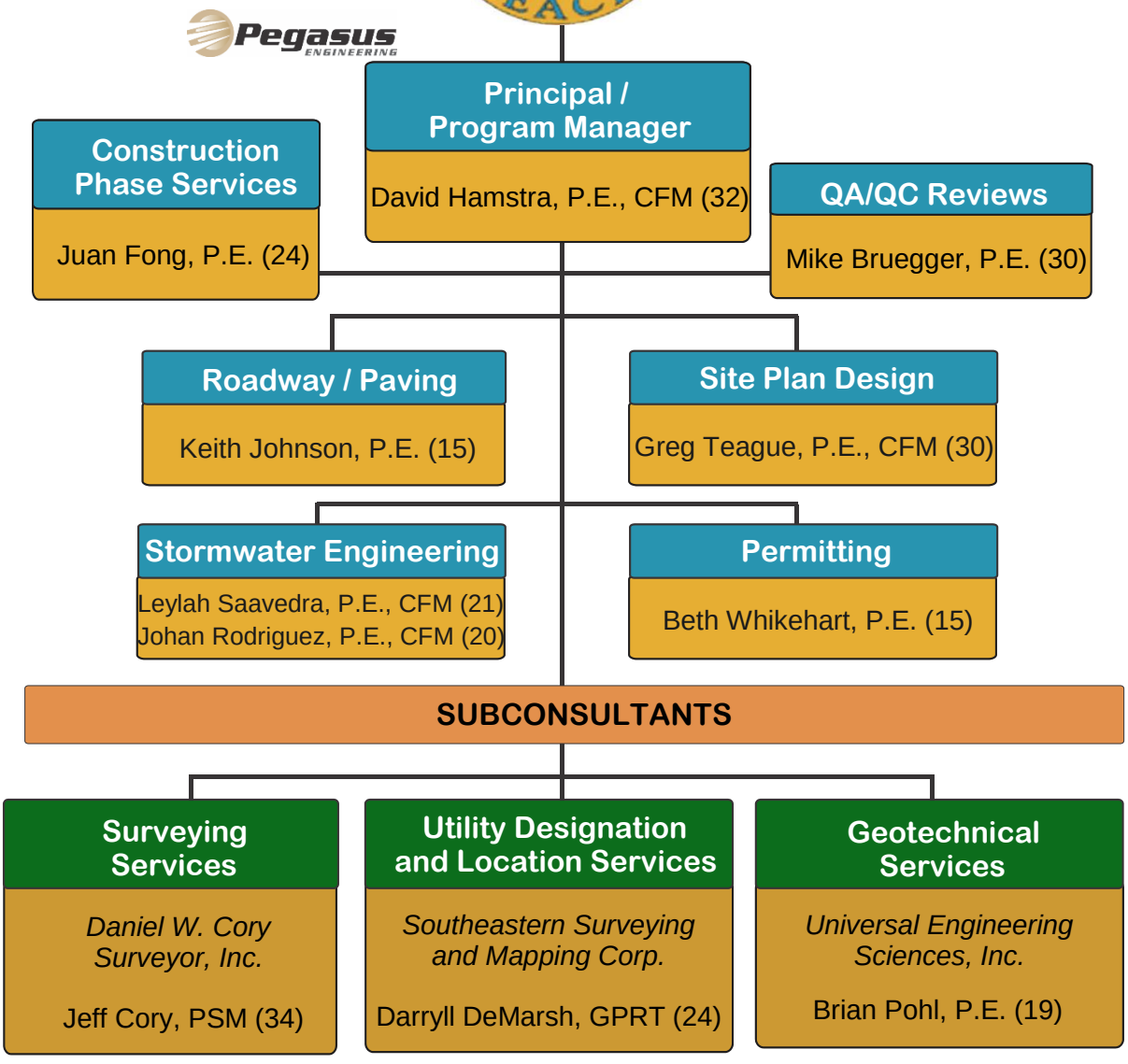
Group 10 Construction Engineering Inspection
- 10.1 Roadway Construction Engineering Inspection

Introduction of the Proposed Team Members

An organizational chart that graphically depicts the roles and responsibilities for the key members of the project team is provided on the following page, while additional information is also provided to emphasize important duties to be fulfilled by our project team key members.

Pegasus Team

Organizational Chart
RFQ 12-17-ENG



Notes: 1. Years of experience shown in ( ) above.
2. If additional specialized sub-consultants, such as environmental assessment, landscape design, etc., are required for a specific assignment, a qualified subconsultant will be selected with the prior approval of the City.

PRIME CONSULTANT

Pegasus Engineering, LLC
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160 (phone)

Mr. David Hamstra, P.E., CFM ..... Program Manager
Email: david@pegasusengineering.net

Mr. Hamstra's primary responsibility will be to ensure that the contractual obligations of Pegasus Engineering to the City are fulfilled on each assignment, especially schedule compliance, and that the necessary resources of Pegasus Engineering are available to our Project Manager. As the stormwater department manager, Mr. Hamstra has the authority to reassign staff and other resources to meet City deadlines. **Mr. Hamstra will be the primary point-of-contact during the duration of the City's contract**, and he will be responsible for overseeing all work performed, including the preparation and negotiation of contracts as well as any required public presentations.

Mr. Hamstra has 32 years of experience specializing in stormwater management master planning, engineering, and design. Since 1987, he has completed and/or managed over 935 stormwater related projects, which includes over 325 constructed stormwater retrofit projects that address flood protection and/or water quality. He also assists our Pegasus Transportation Department with the planning and design of stormwater management facilities and conveyance systems associated with our roadway design projects for FDOT and local governments. Throughout his career, Mr. Hamstra has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), US Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and the various Water Management District's stormwater permitting requirements. His expertise includes the use of state-of-the-art hydrologic / hydraulic computer software to complete stormwater quantity and quality analysis for major watersheds and retrofit projects. Additionally, he is responsible for directing staff activities in master planning, design, permitting, and preparation of contract documents for stormwater ponds, storm sewer systems, control structures and culverts, as well as assisting in securing over $38,685,000 in grants.

Years of Experience 32
Years with Current Firm 7

PROFESSIONAL REGISTRATION
Professional Engineer 1987
Florida, No. 38652
Professional Engineer 2005
Georgia, No. 030141
Professional Engineer 2003
Missouri, No. 2003026673

EDUCATION
University of Florida -
B.S. Civil Engineering 1984

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)
Florida Engineering Society (FES)
Florida Stormwater Association (FSA)
Association of State Floodplain Managers (ASFM)

Mr. Greg Teague, P.E., CFM .....Project Manager
Email: greg@pegasusengineering.net

Mr. Teague has 30 years of experience in stormwater management. His responsibilities have encompassed the study and analysis of major watersheds, as well as identifying and implementing solutions to prevent flooding while improving water quality. As part of these projects, Mr. Teague has prepared detailed stormwater management master plans outlining all findings, listing recommended solutions and providing prioritized Capital Improvement Programs (CIPs). He has also completed preliminary and final calculations and designs for positive and landlocked drainage basins, retention / detention areas and drainage control structures to provide attenuation and treatment of stormwater runoff. Mr. Teague is proficient with hydrologic / hydraulic stormwater modeling software used to simulate basin conditions and analyze stormwater management systems.

Years of Experience 30
Years with Current Firm 7

PROFESSIONAL REGISTRATION
Professional Engineer 1994
Florida, No. 47663
Certified Floodplain Manager 2009

EDUCATION
University of Central Florida -
B.S. Civil Engineering 1990

PROFESSIONAL AFFILIATIONS
Association of State Floodplain Managers

Ms. Leylah Saavedra, M.S., P.E, CFM. ..... Senior Project Engineer
Email: leylah@pegasusengineering.net

Ms. Saavedra is a graduate of the University of Central Florida with a Bachelor of Science degree in Environmental Engineering (1996) and a Master of Science degree in Civil and Environmental Engineering (2003). Throughout her 21-year career, Ms. Saavedra has been involved in the planning, design and permitting of numerous drainage retrofit studies, and infrastructure inspection programs associated with older neighborhoods and subdivisions for various Orange County and Seminole County Maintenance Districts.

Her formal education is enhanced by hands-on experience performing grant related services, field investigations, collecting and interpreting data, completing drainage / stormwater system calculations, developing hydrologic / hydraulic modeling, environmental permitting and the preparation of engineering reports for master plans and drainage / stormwater system designs. Her relevant experience with stormwater / drainage management planning and design projects has ranged in size from a few acres to several square miles. She has been involved with projects for urban and rural drainage basins, positive and landlocked drainage systems, flood control structures and retention / detention ponds.

Ms. Saavedra is also very familiar with federal regulations and FEMA grant programs, having successfully secured several million dollars from FEMA's Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance (FMA) Program. These grant monies greatly assist communities in implementing long-term hazard mitigation measures after major disaster declarations.

Years of Experience 21
Years with Current Firm 7

PROFESSIONAL REGISTRATION

Professional Engineer 2002
Florida, No. 58753

EDUCATION

University of Central Florida

EDUCATION (continuation)

B.S. Environmental Engineering 1996
University of Central Florida –
M.S. Civil Engineering 2003

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
Association of State Floodplain Managers (ASFM)

Mr. Mike Bruegger, P.E. ..... Senior Project Engineer
Email: mike@pegasusengineering.net

Mr. Bruegger is a resident of Pasco County, and has 30 years of experience in the design of roadway drainage and stormwater management systems and related permitting. Mr. Bruegger's 30 year engineering experience has been primarily focused on drainage engineering and stormwater management permitting for roadway, airport, municipal and community-wide basin improvement projects. His extensive experience includes basin analysis, computer modeling, system planning, design, permitting, and construction phase oversight. His experience has included completing basin-wide delineations, basin inventory, computer modeling, watershed analysis, preliminary and final design, and permitting. Watershed studies included urban and rural basins, positive and landlocked drainage systems, flood control structures and retention/detention ponds.

In addition to stormwater/drainage basin related studies, his experience includes roadway drainage, and grading/paving plans for site improvements. As part of his extensive project design experience, he has coordinated project permitting with FDOT, ACOE, FDEP and the various Water Management Districts throughout Florida.

Years of Experience 30
Years with Current Firm 7

PROFESSIONAL REGISTRATION
Professional Engineer 1990
Florida, No. 44949

EDUCATION
University of Houston – B.S. Civil Engineering 1986

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)
National Society of Professional Engineers (NSPE)
Florida Engineering Society (FES)
American Water Resources Association (AWRA)

Mr. Johan Rodriguez, P.E., CFM ..... Project Engineer
Email: johan@pegasusengineering.net

Prior to working with Pegasus Engineering, Mr. Rodriguez had seven (7) years of experience in the field of water purification, filtration, demineralization, reverse osmosis, deoxygenation, condensate polishing, electro-deionization, activated carbon adsorption, and gas transfer membrane process.

Mr. Rodriguez has dual degrees, graduating from the University of Central Florida with a Bachelor of Science degree in Civil Engineering in 2006 and the University of South Florida with a Bachelor of Science degree in Chemical Engineering in 1996. During his professional career as a civil engineer, Mr. Rodriguez has worked on numerous projects which include Environmental Resource Permit (ERP) applications, drainage studies, and storm sewer sizing for private and public projects. In the past, Mr. Rodriguez has been responsible for design and implementation of water treatment plants, including construction drawings, piping, equipment sizing, and electrical details. He is experienced with hydraulic modeling and pump sizing calculations, preparation of construction documents, bid packages, and final inspection and certification of construction projects. During the past eleven (11) years, Mr. Rodriguez has prepared drainage basin studies, performed detailed computer modeling, and designed / permitted various primary and secondary stormwater management facilities for the City of Orlando, Orange County, the City of Winter Garden, and Volusia County.

Years of Experience 20
Years with Current Firm 7

PROFESSIONAL REGISTRATION
Professional Engineer 2007
Florida, No. 66517

EDUCATION
University of South Florida –
B.S. Chemical Engineering 1996
University of Central Florida –
B.S. Civil Engineering 2006

SUB-CONSULTANTS

We selected our sub-consultants based on reputation, experience and location. All of our sub-consultants are considered experts in their respective fields and add value to the Pegasus Team. For the City of New Smyrna Beach contract we are very pleased to present the following well-qualified sub-consultants, with whom we have worked on numerous projects that varied in scope, size and requirements. Also, note that they all played key roles as part of our Pegasus Team on our recently completed Central Beach Flood Mitigation Project – Phase III for the City.

They all have the experience, expertise and resources to provide all of the services required for this contract. Pertinent resumes for their key professionals for this contract follow our Pegasus resumes included at the end of this section. As the prime consultant, Pegasus Engineering will be responsible for the interactions of all sub-consultants and will ensure that all of the sub-consultant deliverables are complete and accurate before they are submitted to the City.

- **Surveying Sub-consultant ..... Daniel W. Cory, Surveyor, LLC**
  Project Manager - Jeffrey Cory, PSM

  Major Responsibilities - Surveying services to support the prime consultant and other sub-consultants, including: boundary and location surveys; design level surveys; drainage structure surveys in support of drainage studies and stormwater modeling.

- **Geotechnical Sub-consultant ..... Universal Engineering Sciences, Inc.**
  Project Manager - Brian Pohl, P.E.

  Major Responsibilities - Soil and water table assessments and continuous simulation modeling for closed (land-locked) basins.

- **SUE Sub-consultant ..... Southeastern Surveying & Mapping Corporation (SSMC)**
  Project Manager - Darryll DeMarsh, GPRT

  Major Responsibilities - Subsurface Utility Engineering (SUE) services including Ground penetrating radar (GPR), vacuum excavation, utility coordination, closed circuit television video (CCTV) inspection with laser profiling, concrete imaging, and materials thickness testing (ultrasonic Testing).

If additional specialty type sub-consultants such as architectural, electrical, landscape design, environmental assessment, etc., are required for a specific assignment, highly qualified sub-consultants will be selected by Pegasus to provide the necessary services, with the prior approval of the City.

Credentials

Resumes for the key members of the project team are provided at the end of this section. These resumes provide a detailed listing of professional qualifications, work experience, education background, certifications, awards and much more.

5.0 COMMITMENT OF THE FIRM/ABILITY TO USE SAME PERSONNEL

Pegasus Engineering, LLC hereby commits to consistently utilize the same personnel throughout the duration of this contract. Pegasus' Department Managers carefully evaluate on a weekly basis our work completion status on all active project assignments. Our Project Managers on each assignment have the authority to re-assign priorities to insure schedule compliance.

In terms of project assignments, our management philosophy typically considers the needs of each project, in terms of both the type of services to be performed and the level of effort. Taking these factors into consideration early on typically results in maintaining continuity throughout the duration of the project, without the need to assign, or re-assign, personnel "mid stream".

However, even the best managed projects can experience unforeseen issues that require special consideration. When these situations arise, and in order to ensure that obligations are fulfilled on the overall contract, our Program Manager (David Hamstra) has the authority to re-assign staff resources to meet the City's deadlines. Pegasus staff takes into account schedule and budget considerations in order to prioritize projects and to efficiently and successfully exceed the project requirements and client expectations.

6.0 FIRM MINORITY STATUS

Pegasus Engineering, LLC is a Minority Business Enterprise (MBE) with the State of Florida and a certified disadvantaged business enterprise (DBE) with the State of Florida and the Florida Department of Transportation (FDOT). Pegasus Engineering is also a certified minority owned business with the City of Orlando and Orange County.


State of Florida

Minority, Women & Florida Veteran Business Certification

Pegasus Engineering, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/29/2015 to 08/29/2017

management SERVICES

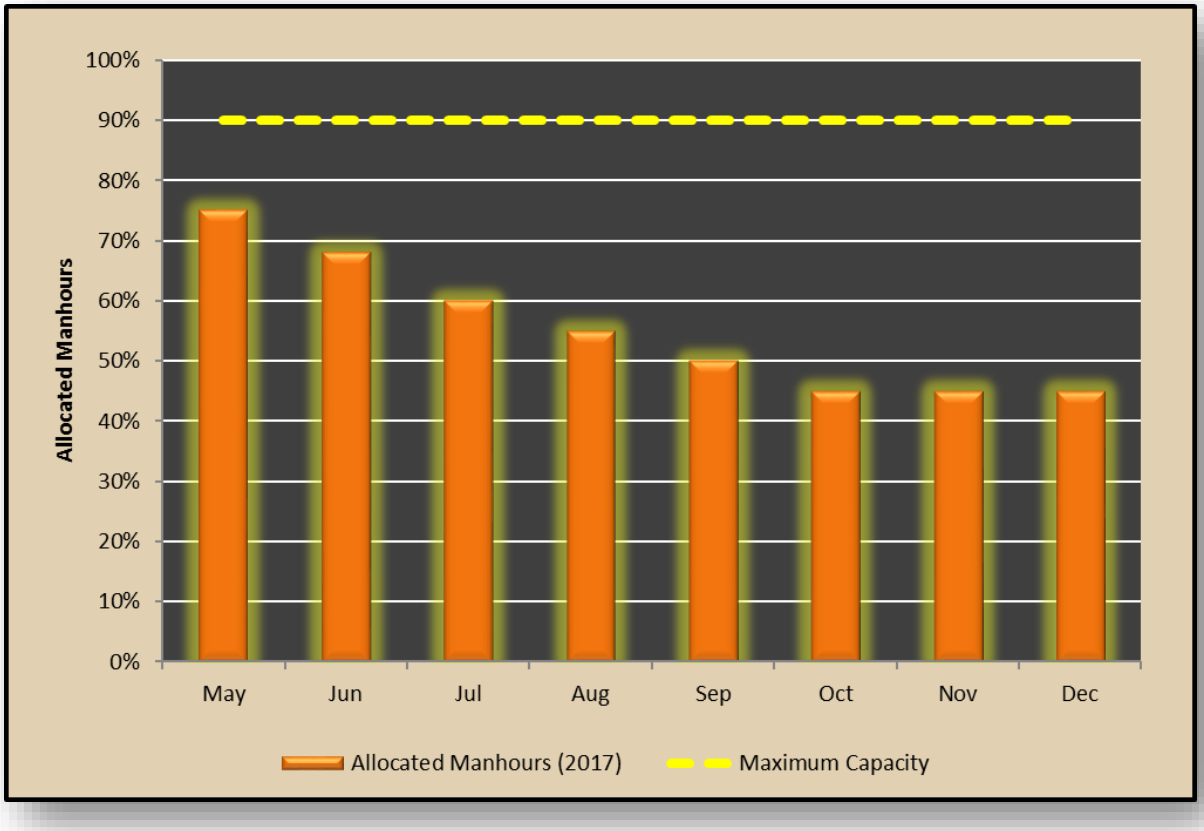
Chad Poppell, Secretary
Florida Department of Management Services

OSD

Office of Supplier Diversity • 4050 Esp anade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us

7.0 FIRM WORKLOAD/PERFORMANCE CAPABILITY

Pegasus Engineering, LLC has an excellent record of consistently completing projects within budget and on schedule. Our consistent performance record is reflected in the extremely high percentage of repeat work awarded Pegasus by our governmental clients under both continuing services and single project contracts. At the present time, the Pegasus Engineering Stormwater Department workload is estimated at approximately 75% of maximum capacity. As illustrated by the following graphic, the allocated capacity (in percent) of available man-hours indicates that the Pegasus Engineering team will have sufficient capacity to begin work on future City of New Smyrna Beach assignments in the very near future.



8.0 OTHER PERTINENT INFORMATION

Pegasus' Service Philosophy

Success in the design/construction industry is typically defined as achieving the client's objectives on time, within budget, and with a completed project of high quality. Pegasus endeavors to have each of our clients so thoroughly pleased with our professional services that clients will not only utilize us for repeat work, but will recommend us through positive recommendations. The fact that Pegasus has also been very successful in avoiding lawsuits between our clients and contractors has enhanced our record of positive references.

Pegasus' record in the industry in achieving long-term "collegial" relationships with governmental staff, sub-consultants, and permitting agencies attests to our success in achieving the objectives of our governmental clients. Our emphasis on the ability to efficiently design projects, coordinate sub-consultants, estimate costs,

provide effective QA/QC reviews, and obtain required permits from multiple regulatory agencies, has ensured that our projects have consistently met budgets and schedules. This can be attributed to our highly experienced engineering staff, our emphasis on partnering with qualified sub-consultants, effective construction administration, our well-established QA/QC procedures, and our emphasis on an on-going responsive relationship with client staff members.

We feel that one of the most important elements of Pegasus' provision of services is our "responsiveness". Our experiences have taught that even the best management plan, including all of its components related to effective communication, ongoing coordination, project schedules, etc., can never completely anticipate what may occur during the entire course of a project. Therefore, we place special emphasis on "responsiveness", and follow-through whereby the needs and requests of the City at any given time will always be accommodated and given first priority.

Our commitment to "responsiveness" will provide the City with attention to items that are often overlooked when things get busy, including: phone calls that we return on a timely basis; regular project status reports; completion of City requests without hesitation, regardless of in-scope and out-of-scope requests; timely preliminary meetings with permitting agencies and permit submittals, and well-organized record keeping and descriptive invoicing. Pegasus hereby emphasizes our commitment to maintain the highest level of "responsiveness" and follow-through, which is reflected in Pegasus' success in being awarded multiple continuing engineering contracts with various counties and cities across Florida.

The relationships that our senior personnel have developed with the staff of the various Florida cities, counties, FDOT and CFX/OOCEA, and other state agencies have resulted in our being rewarded with the substantial number of continuing services contracts listed herein, and the resulting authorization of numerous public infrastructure assignments.

Project Management

Pegasus Engineering has developed and utilizes a strong Project Management approach centered on four key elements: Principal Involvement - Commitment to quality project management begins at the top of our management structure. Pegasus' senior management has set specific goals to ensure that our clients continually receive quality engineering services. Their personal commitment has been manifested through formal written policies and procedures that must be adhered to by all Pegasus

personnel. Pegasus has successfully implemented a firm-wide policy of emphasizing day-to-day participation by experienced Principals and Project Managers, and of holding weekly in-house project review sessions, and of emphasizing open communications between project personnel at all levels. We conduct an intensive Monday morning review of all active projects, which has resulted in high work product quality and a high degree of client satisfaction. Staff Training - All Pegasus personnel are encouraged to continually improve their technical skills and professional knowledge.

On-Going Quality Assurance – Pegasus has a well-established Quality Assurance / Quality Control (QA/QC) program to provide our engineering and production support staff with written guidelines, to ensure that quality is maintained throughout each project.

Our Project Manager is ultimately responsible for overall Quality Assurance on this project, while QC reviews will be conducted by an assigned professional. Cost Controls – Pegasus has well-established, proven procedures to estimate and control both engineering costs and construction costs. We utilize highly structured customized project cost accounting software package on each project that provides on a weekly basis all labor, overhead, and other direct project costs, as well as work task and sub-task status information for use in our weekly project management meetings. We have also developed a very reliable system for accurately estimating construction costs at preliminary, intermediate, and final design stages. This system utilizes a continuous on-going monitoring of bid prices in the industry.

Public Information Experience

Experience has clearly demonstrated that public infrastructure projects have the highest degree of success when public acceptance is achieved with the citizens of the community through public involvement and information programs. Pegasus' experience has clearly demonstrated that public involvement programs are important to the success of improvement projects that directly affect the community.

It is imperative that the possible effects of the proposed infrastructure improvements on the community are examined for social, environmental and physical impacts.



Our senior personnel are well versed in assisting governmental clients in the development and execution of successful Public Involvement Programs, such as the City's Central Beach Flood Mitigation Project Phase III.

Dissemination of information to the community is an important step in a successful Public Involvement plan. Pegasus senior personnel have served the communication needs of our clients through Public Involvement workshops / meetings, newspapers, radio, mail, and the Internet.

Furthermore, Pegasus senior personnel have made numerous presentations on proposed projects at various stakeholder workshops and elected board meetings for multiple cities and counties across Florida during their careers.



David Hamstra, P.E., CFM

Program Manager



YEARS OF EXPERIENCE 32

PROFESSIONAL REGISTRATION

Professional Engineer 1987
Florida, No. 38652

Professional Engineer 2005
Georgia, No. 030141

Professional Engineer 2003
Missouri, No. 2003026673

EDUCATION

B.S. Civil Engineering 1984
University of Florida

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
Florida Engineering Society (FES)
Florida Stormwater Association (FSA)

PROFESSIONAL PROFILE

Mr. Hamstra, as Stormwater Department Manager, specializes in the development of stormwater management master plans for public, private, and environmental projects. Since 1987, he has completed and/or managed over 935 projects ranging in scale from designing stormwater management facilities for large-scale residential developments to developing Capital Improvement Programs associated with stormwater master plans to retrofitting urbanized areas with advanced treatment technologies. He has performed numerous drainage basin studies that specifically address flood control, water quality, and localized flooding issues.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), and various Water Management District's stormwater permitting requirements. His expertise includes the use of state-of-the-art hydrologic / hydraulic computer software to complete stormwater quantity and quality analysis for major watersheds and development projects. Additionally, he is responsible for directing staff activities in master planning, design, permitting, and preparation of contract documents for stormwater ponds, storm sewer systems, control structures and culverts, as well as the determination of water surface profiles for Bridge Hydraulics Reports (BHR) and floodway studies.

REPRESENTATIVE PROJECT EXPERIENCE

ORANGE COUNTY, FLORIDA

- 150+ Basin Studies, Drainage Investigations, Small Area Studies, and Drainage Retrofit Projects
- Lakes McCoy, Coroni, and Prevatt Stormwater Management Master Plan
- Lakes McCoy, Coroni, and Prevatt Drainage Basin Improvements
- Beggs Road / Overland Road Stormwater Management Master Plan
- Lake Sherwood Drainage Basin Study
- Floodway Analysis of the West Branch of Boggy Creek
- Sunset Lakes, Hidden Springs and Lake Condel Stormwater Outfall Studies and Drainage Improvements
- Washington Park Drainage Improvements
- Big Wekiva River Stormwater Management Master Plan
- Quail Hollow Drainage Improvements
- Infrastructure Inspection Programs
- Control Structure CS-7 Improvements
- Lake Mary Jess Drainage and Water Quality Improvements

CITY OF WINTER GARDEN, FLORIDA

- Avalon Road (South of Marsh Road)
- Marsh Road (West of Avalon Road)
- Crown Point Road / Plant Street Intersection
- Windward Cay Drainage Investigation

BREVARD COUNTY, FLORIDA

- West Cocoa Watershed Evaluation
- Sarno Lakes / Upper Eau Gallie Watershed Evaluation
- Cox Road Drainage Improvements
- Pluckebaum Road and Range Road Culvert Replacements
- Sarno Lakes Drainage Improvements
- Kingsmill / Aurora Drainage Improvements

CITY OF DEBARY, FLORIDA

- Landings at Summerhaven - Pond 2 Drainage Investigation and Improvements
- Lake Charles Drainage Basin Study
- Adelaide Street Drainage Investigation and Improvements
- Stormwater Management Master Plan
- 2004 Stormwater Capital Improvement Projects
- Stormwater Services associated with the 2004, 2008, and 2009 Declared Storm Events
- West Side Emergency Flood Management System
- Lake Maud / Lake Olivia to Lake Susan Interconnect
- No Name Lake Outfall Improvements
- NPDES Services
- Naranja Road / 2nd Street Drainage Improvements
- Miscellaneous Stormwater Services
- Site Plan Review Services
- Hazard Mitigation Grant Services
- Lakeside Phases 1 and 2 Outfall Improvements

LAKE COUNTY, FLORIDA
- Lake Dora Road Sediment Removal Structure
- Getford Road Drainage Investigation
- County Road 48 / Lakeshore Drive Drainage Improvements
- Old Eustis Road Drainage Improvements
- Lake Eustis / Silver Lake Basin Evaluation
- Forest Hills Drainage Investigation
- Lake Harris / Little Lake Harris Basin Evaluation
- Lower Palatkahaka River Basin Evaluation
- Hollendel Road Regional Stormwater Pond
- Dead River Road Regional Stormwater Pond
- Getford Road Regional Stormwater Pond

SEMINOLE COUNTY, FLORIDA
- Howell Creek Erosion Control Project
- Prairie Lake Drainage Basin Study
- River Ridge Erosion Control Project
- Celery Avenue Drainage Basin Study
- Acorn Lake Restoration Project
- First Drive / Brisson Avenue Drainage Improvements
- Subdivision Rehabilitation Program
- Chuluota Drainage Improvements
- Phase 1 and Phase 2 Dirt Road Paving Program
- Soldiers Creek Alum Treatment Facility

CITY OF PLANT CITY, FLORIDA
- Northeast Drainage Basin Study
- Northeast Drainage Basin Improvements - Phase I, II, and III
- Nosleda Street Drainage Improvements
- Ohio Street Drainage Improvements
- Alabama Street and Coronet Street Drainage Improvements
- Jackson Street Drainage Improvements - Phase I, II, and III
- Eastside Canal Stormwater Master Plan
- Laura Street Culvert Improvements
- Jenkins Street Regional Stormwater Pond

CITY OF OCOEE, FLORIDA
- Northwest Ditch Drainage Basin Study
- Spring Lake / Lake Johio Drainage Basin Study
- Starke Lake / Lake Olympia Drainage Basin Study
- Prairie Lake / Lake Meadow Drainage Basin Study
- Lake Lotta Drainage Basin Study
- Pioneer Key Regional Drainage Improvements
- NPDES Part 1 and Part 2 MS4 Permit Applications
- NPDES Annual Reports
- Stormwater Utility Feasibility Study
- Center Street Stormwater Pond

CITY OF OLDSMAR, FLORIDA
- State Street Outfall Project
- Gull-Aire Village Drainage Improvements
- West Shore Drive Culvert Replacement
- Harbor Palms / Eastlake Oaks Flooding Investigation
- Community Redevelopment Area Drainage Analysis

MANATEE COUNTY, FLORIDA
- Bridge Hydraulics Report for SR 64 Bridge Replacement over the Manatee River

CITY OF ORANGE CITY, FLORIDA
- Miscellaneous Stormwater Services
- Site Plan Review Services
- 470 Carpenter Avenue Drainage Improvements
- Stormwater Management Master Plan – Phase I
- Mill Lake Pond Support Services

CITY OF WINTER PARK, FLORIDA
- NPDES Part 2 MS4 Permit Application
- Ninth Grade Center Wet Detention / Urban Wetland System
- College Point Drainage Improvements
- Lake Midget Outfall Analysis
- NPDES Technical Assistance

CITRUS COUNTY, FLORIDA
- Expansion of Homosassa Boat Ramp Parking Lot
- County Road 491 - Relocation of Pond AB
- Southerly Avenue / Spruce Street Drainage Improvements
- NPDES Phase 2 Program - Technical Assistance

CITY OF ALTAMONTE SPRINGS, FLORIDA
- Phase I and II Stormwater Management Master Plan
- Lake Orienta Flood Hazard Avoidance Plan
- Little Wekiva River Sedimentation Baffle Boxes Project
- Cranes Roost Integrated Surface and Reclaimed Water Facility
- Interstate 4 Integrated Stormwater Management and Water Supply Project

CITY OF EDGEWATER, FLORIDA
- Lake Meadow Subdivision Drainage Investigation
- 319(H) Non-Point Source Management Grant Application
- Stormwater Management Master Plan

CITY OF DELTONA, FLORIDA
- Stormwater Utility Assessment Study
- Stormwater and Watershed Management Master Conceptual Plan

FLAGLER COUNTY, FLORIDA
- Phase I Master Stormwater Plan

POLK COUNTY
- Lake Belle Drainage Outfall Evaluation and Improvements
- Saddlebag Lake Drainage Outfall Evaluation and Improvements
- Elizabeth Place Hydrologic Enhancements
- 5R Ranch Drainage Improvements

CITY OF NEW SMYRNA BEACH, FLORIDA
- Central Beach Flood Mitigation Project – Phase III Improvements

CITY OF LONGWOOD, FLORIDA
- TOD Phase I Regional Stormwater Improvements
- Stormwater Capital Improvement Project Program
- NPDES Services
- Stormwater Management Master Plan – Phase I
- Kathryn Drive Culvert Replacement

EXPERT WITNESS EXPERIENCE

Project Name: Bee Ridge Park of Commerce
Sarasota County, Florida
(Terracap v. Kimley-Horn and Associates, Inc.)
(Case No. 2013-CA-003435-NC)

Mr. Brian Lambert, Esq.
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Tampa, Florida 33602
813-227-2231
(Retained by the Defendant April 2014 / Case Settled July 2014)

Project Name: Lakewood Ranch
Manatee County, Florida
(Lakewood Ranch Community Development District 5 v. Lombardo-Foley & Kolarik, Inc., Gigliotti Contracting, Inc. and Driggers Engineering Services, Inc.)
(Case No. 2010 CA 001852)

Ms. Amanda Buffinton, Esq.
Bush Ross, P.A.
1801 North Highland Avenue
Tampa, Florida 33602
813-224-9255
(Retained by the Defendant October 2012 / Case Settled May 2014)

Project Name: Lake Belle
Polk County, Florida
(Mudd et at., v. City of Lake Wales and Southwest Florida Water Management District)
(Case No. 2006-CA-001537)

Mr. Dale Scott, Esq.
Bell & Roper, P.A.
2707 East Jefferson Street
Orlando, Florida 32803
407-897-5150
(Retained by the Defendant September 2012 / Trial Concluded January 2013)

Project Name: Maguire Road – Phase 5
Pond 7 ~ Armstrong Parcel
Orange County, Florida
(City of Ocoee v. Lakedon, Inc. / Armstrong Development Group, 1, LLC)
(Case No. 08-CA-11495)

Ms. Mary Doty Solik
Law Offices of John L. Di Masi, P.A.
801 North Orange Avenue, Suite 500
Orlando, Florida 32801
407-839-3383
(Retained by the Defendant March 2010 / Trial Concluded May 2010)

Project Name: Enterprise Road Stormwater Pond
Volusia County, Florida
(Morosetti, et al. v. Volusia County)
(Case No. 2009-10578-CIDL-02)

Mr. Larry Smith
Deputy County Attorney
Volusia County Legal Department
123 West Indiana Avenue
DeLand, Florida 32720
386-736-5950
(Retained by the Defendant November 2010 / Case Settled June 2011)

Project Name: Oakwood Subdivision and Golf Club
Polk County, Florida
(Milmack, Inc. v. Oakwood Land Company, LLP and Chastain-Skillman, Inc.)
(Case No. 53-2008-CA-0012039)

Mr. Stephen French, Esq.
Bush Ross, P.A.
1801 North Highland Avenue
Tampa, Florida 33602
813-224-9255
(Retained by the Defendant June 2006 / Case Settled July 2011)

Project Name: North Tanner Road Expert Witness Services
Orange County, Florida
(All Phase Environmental, Inc. v. Hartford Fire Insurance Company)

Ms. Kelly M. Fitzgerald
Mills Paskert Divers P.A.
100 North Tampa Street, Suite 2010
Tampa, Florida 33602
813-229-3500
(Retained by the Defendant April 2006 / Trial Concluded May 2006)

Project Name: Kirby Smith Road Drainage Investigation
Orange County, Florida
(Orange County v. Ackerman)

Mr. Henry Brown
Assistant County Attorney
Orange County Attorney's Office
435 North Orange Avenue, Suite 300
Orlando, Florida 32801
407-836-2171
(Retained by the Defendant during September 2004 / Services On-Going)

Ms. Robin L. Hammel, P.E.
Senior Engineer
Orange County Public Works Department - Engineering / Right-of-Way Division
4200 South John Young Parkway
Orlando, Florida 32839
407-837-7885
(Retained by the Defendant during September 2004 / Services On-Going)

Project Name: Saddlebrook Resorts Drainage Improvements
Pasco County, Florida
(Saddlebrook Resorts, Inc. v. Wiregrass Ranch, Inc.)

Mr. Stephen R. Patton, Esquire
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601
312-861-2406
(Retained by the Defendant during September 1989 / Case Settled January 2004)

Ms. Enola T. Brown, Esquire
(formerly with Annis, Mitchell, Cockey, Edwards & Roehn, P.A.)
442 W. Kennedy Boulevard, Suite 340
Tampa, Florida 33606
813-258-2989
(Retained by the Defendant during September 1989 / Case Settled January 2004)

Project Name: Chesterfield Commons Drainage Investigation
St. Louis, Missouri
(THF Realty v. City of Chesterfield)

Mr. Bradley A. Winters
Sonnenschein Nath & Rosenthal
One Metropolitan Square, Suite 3000
St. Louis, Missouri 63102
314-259-5921
(Retained by the Plaintiff during January 2003 / Case Settled February 2006)

Project Name: Thompson Road / Votaw Road Drainage Services Analysis
Orange County, Florida
(Scott M. Shattuck v. Orange County)

Ms. Katherine M. Lockett, Assistant County Attorney
Orange County Attorney's Office
435 North Orange Avenue
Orlando, Florida 32801
407-836-2180
(Retained by the Defendant during August 2005 / Case Settled November 2005)

Ms. Robin L. Hammel, P.E.
Senior Engineer
Orange County Public Works Department - Engineering / Right-of-Way Division
4200 South John Young Parkway
Orlando, Florida 32839
407-837-7885
(Retained by the Defendant during August 2005 / Case Settled November 2005)

Project Name: Sanctuary on Spruce Creek Drainage Investigation
Port Orange, Florida

Mr. Daniel J. Webster, P.A.
Attorney at Law
149 South Ridgewood Avenue, Suite 500
Daytona Beach, Florida 32114
386-258-1222
(Retained by the Plaintiff during March 2004)

Project Name: Spring Lake Improvement District
Highlands County, Florida
(Spring Lake Improvement District v. Tyrrell)

Ms. Yvonne M. Yegge
Office of the Attorney General
Eminent Domain Division
135 West Central Boulevard, Suite 1150
Orlando, Florida 32801
407-317-7037
(Retained by the Defendant during December 2004 / Order of Taking Hearing April 2006)

Project Name: Brighton Lakes Subdivision Drainage Investigation
Osceola County, Florida
(Circle Y, Inc. v. Elizabeth Properties, Inc.)

Mr. John H. Dannecker, Esquire
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
407-423-3200
(Retained by the Plaintiff during July 2002 / Case Settled March 2005)

Project Name: BIB Plaza Drainage Investigation
Orange County, Florida
(Commerce Group v. Brightway Builders, Inc.)

Mr. Robert V. Dell'Osa, Esquire
Cozen O'Connor Attorneys
1900 Market Street
Philadelphia, Pennsylvania 19103
215-665-2745
(Retained by the Plaintiff during March 2001)

Project Name: Heather Development Culvert Investigation
Hernando County, Florida
(Dohm v. The Heather Property Owners Association, Inc. and Hernando County)

Mr. Zachery A. Leacox, Esquire
George, Hartz, Lunden, Fulmer, Johnstone, King & Stevens
201 South Orange Avenue, Suite 925
Orlando, Florida 32801
407-843-4646
(Retained by the Defendant during May 2004 / Case Settled April 2005)

Project Name: Kisselback Residence
Orange County, Florida
(Kisselback v. Westmonte Homes)

Mr. Richard A. Burt, Esquire
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
407-423-3200
(Retained by the Plaintiff during November 2004 / Cased Settled March 2005)

Project Name: Lake Meadow Subdivision Drainage Investigation
Volusia County, Florida
(City of Edgewater v. Perry Barrett)

Mr. Ken Hooper, City Manager
City of Edgewater
Post Office Box 100
Edgewater, Florida 32132
386-424-2404
(Retained by the Plaintiff during October 1998 / Letter Report Completed January 1999)

Project Name: Northeast Drainage Basin - Regional Stormwater Pond
Hillsborough County, Florida
(Eminent Domain)

Mr. Kenneth W. Buchman, Esquire
Buchman and Buchman, P.A.
212 North Collins Street
Plant City, Florida 33566
813-752-3172
(Retained by the Plaintiff during April 1995 / Services Concluded April 1996)

Project Name: Seminole House Apartment Flooding Investigation
Leon County, Florida
(Dennett Rainey v. City of Tallahassee / FSU)

Mr. Bram D.E. Canter
Attorney at Law
1358 Thomaswood Drive
Tallahassee, Florida 32301
850-297-1361
(Retained by the Plaintiff during August 1998 / Expert Report Completed September 1998)

Project Name: Harbor Palms / Eastlake Oaks Drainage Investigation
Pinellas County, Florida
(City of Oldsmar v. U.S. Homes)

Mr. Bruce T. Haddock
City Manager
City of Oldsmar
100 State Street West
Oldsmar, Florida 34677
813-855-4693
(Retained by the Plaintiff during September 1998 / Letter Report Completed December 1998)

Project Name: Hodges Greenhouse Flooding Investigation
Orange County, Florida
(Hodges Greenhouse v. Green Machine)

Mr. Richard Adams, Esquire
Adams & Spears, P.A.
940 Highland Avenue
Orlando, Florida 32803
407-422-8116
(Retained by the Plaintiff during March 1998 / Expert Report Completed October 1998)

Project Name: Northwest Drainage Ditch
Orange County, Florida
(City of Ocoee v. Crown Pointe Subdivision)

Mr. David Wheeler, P.E.
Director of Public Works
City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
407-905-3100
(Retained by the Defendant)

Project Name: Central Winds Park Stormwater Management System
Seminole County, Florida
(City of Winter Springs v. John B. Webb & Associates, Inc.)

Mr. David A. Paul, Esquire
Fisher, Rushmer, Werrenbath, Wacks & Dickson, P.A.
20 North Orange Avenue, Suite 1500
Orlando, Florida 32802
407-843-2111
(Retained by the Plaintiff during August 1996 / Services Concluded February 1997)

Ms. Diane Schlegel, SCLA
CNA Insurance Companies (CNA Claim No. AE-165223P1)
2303 West Semoran Boulevard
Orlando, Florida 32807
407-677-2195
(Retained by the Plaintiff during August 1996 / Services Concluded February 1997)

Greg Teague, P.E., CFM

Project Manager



YEARS OF EXPERIENCE 30

PROFESSIONAL REGISTRATION

Professional Engineer 1994
Florida, No. 47663

Certified Floodplain Manager 2009

EDUCATION

B.S. Civil Engineering 1990
University of Central Florida

PROFESSIONAL AFFILIATIONS

Association of State Floodplain Managers

PROFESSIONAL PROFILE

Mr. Teague has extensive experience completing civil engineering and stormwater / drainage projects in Florida. During the past 30 years, his responsibilities have encompassed the study and analysis of major watersheds, as well as identifying and implementing solutions to prevent flooding while improving water quality. As part of these projects, Mr. Teague has prepared detailed stormwater management master plans outlining all findings, listing recommended solutions and providing prioritized Capital Improvement Programs (CIPs).

He has also completed preliminary and final calculations and designs for positive and landlocked drainage basins, retention / detention areas and drainage control structures to provide attenuation and treatment of stormwater runoff.

Mr. Teague is proficient with computers and hydrologic / hydraulic stormwater modeling software used to simulate basin conditions and analyze stormwater management systems. Mr. Teague also has experience with landlocked drainage basins and / or lakes through the use of continuous simulation analysis. A good example includes his continuous simulation modeling of impacts related to additional pumpage from Lake Orienta into the Cranes Roost water body associated with Altamonte's Flood Hazard Avoidance Plan.

REPRESENTATIVE PROJECT EXPERIENCE

ORANGE COUNTY, FLORIDA

- Lake Azalea Drainwell Replacement
- Primary Drainage Structure Inventory Program
- Pipeline Inspection Programs
- Primary Drainage Structure Improvements
- Woodsmere Lake Drainage Basin Study
- Daetwyler Road Weir and Culvert Replacement
- Seidel Road Culvert Replacements
- Lake Notasulga Restoration Program
- Tea Cup Springs Drainage Basin Study
- Fullers Cross Road Culvert Replacement
- Drainage Canal Stabilization Projects
- Bel-Aire Woods MSTU Pond Restoration
- 1940 Lakeside Drive Outfall Analysis
- Boggy Creek Road Drainage Improvements
- Berg Drive Drainage Improvements
- Windermere Downs Drainage Improvements
- Orange County Industrial Park Drainage Investigation
- Sand Lake Hills Outfall Analysis
- Sand Lake Hills Outfall Improvements
- Raleigh Street / Shingle Creek Culvert Replacement
- Thompson Road / Votaw Road Drainage Investigation
- Little Lake Conway Sediment Removal Structure
- Hunters Trace / Dean Road Drainage Investigation
- Ron Den Lane Sediment Removal Structure
- CR 13 Paving Program
- Venetian Canal Preliminary Investigation
- Lisa Waterway Canal Pollutant Removal Structure
- Lake Mary Jess Drainage and Water Quality Improvements

CITY OF LONGWOOD, FLORIDA

- Stormwater Management Master Plan
- Stormwater Capital Improvement Program (CIP)
- Fairy Lake Outfall Canal – Culvert Replacement at 1535 Kathryn Drive
- Rangeline Road Outfall Control Structure Modification (Slide Gate Replacement)
- Devonshire and Harbour Isle Drainage Improvements
- Reiter Park Improvements – Phase 1
- Transit Oriented Development (TOD) – Phase 1 Regional Stormwater Improvements
- Skylark Subdivision Drainage Improvements at 800 and 804 Raven Avenue

VOLUSIA COUNTY, FLORIDA

- Daytona Park Estates Drainage Basin Study
- Gabordy Canal Stormwater Management Plan
- Gabordy Canal Capital Improvement Program
- Restoration Existing Conditions Analysis and 100-year Flood Study
- Elizabeth Street Flood Management Area
- Miller Lake 2008 Disaster Recovery CDBG Application

SEMINOLE COUNTY, FLORIDA

- Howell Creek Erosion Control Project
- Howell Creek Post-Design Services
- Prairie Lake Drainage Basin Study
- Celery Avenue Outfall Improvements
- River Ridge Erosion Control Project
- Acorn Lake Restoration Program
- Subdivision Rehabilitation Program - Phase I
- First Drive Drainage Improvements
- Brisson Avenue Drainage Improvements
- Orange Boulevard / Walden View Drive Outfall Study
- Tiffany Woods Subdivision - Rear Yard Drainage Improvements
- Aloma Woods Drainage Basin Study
- North Street / Raymond Avenue Drainage Investigation
- Club II Regional Stormwater Facility (RSF)
- Paradise Point Subdivision Drainage Improvements
- Orange Boulevard (CR 431) Roadway and Drainage Improvements
- Orange Boulevard / Seminole-Wekiva Trail Overflow System
- Soldiers Creek Alum Treatment Facility – Feasibility Study and Final Design
- Fifth Road Bridge at Soldiers Creek
- Grace Lake Sinkhole Remediation

POLK COUNTY, FLORIDA

- Elizabeth Place Hydrologic Enhancement Program – Phases 1, 2, and 3

BREVARD COUNTY, FLORIDA

- West Cocoa 2008 Disaster Recovery CDBG Application

CITY OF ALTAMONTE SPRINGS, FLORIDA

- Phases I and II Stormwater Management Master Plan
- Lake Orienta Flood Hazard Avoidance Plan
- Lake Orienta Drainwell Modifications
- Little Wekiva River Sedimentation Baffle Boxes
- Cranes Roost Boulevard Roadway / Drainage Improvements
- Shorecrest Drive Roadway / Drainage Improvements
- Future Development Assessment within the Central Business District (CBD)
- Altamonte Town Center (a.k.a; Uptown Altamonte)
- Cranes Roost Pump Station Annual Reports
- Lake Adelaide Outfall Weir Modifications
- Cranes Roost Integrated Surface Water and Reclaimed Water Facility
- "A-FIRST" | Altamonte and FDOT Integrated Reuse and Stormwater Treatment Project

CITY OF DEBARY, FLORIDA

- Lake Lago Linda to Lake of the Woods Interconnect
- Lake Louise to Angeles Lake Interconnect
- Angeles Lake to Tropic Lagoon Interconnect
- Tropical Storm “Fay” Stormwater Services
- Lake Anna Marie / Lake Maud and Lake Olivia to Lake Susan Interconnect
- WSEFMS Borrow Pit Analysis
- Lakeside Gravity Outfall Improvements Phases I & 2
- No Name Lake Outfall Improvements
- Naranja Road / 2nd Street Drainage Improvements
- Drainage Improvements for 54 / 58 Shell Road and 44 Seminole Drive
- Drainage Improvements for 410 North Pine Meadow Drive and 11 Hollow Pine Drive

CITY OF EDGEWATER, FLORIDA

- Stormwater Master Plan (Phase I / Tasks 1 through 5)
- Parktowne Industrial Center
- Restoration 100-Year Flood Study

CITY OF OCOEE, FLORIDA

- Northwest Ditch Drainage Basin Study
- Spring Lake / Lake Johio Drainage Basin Study
- Phase 1 Stormwater Capital Improvement Program
- NPDES Part 1 and Part 2 Permit Application
- Forest Lake Golf Course
- Reflections Subdivision Underdrain Improvements

LAKE COUNTY, FLORIDA

- County Road 561 Bridge at Crystal Cove Improvements
- Astatula Landfill Road Paving

CITY OF WINTER PARK, FLORIDA

- College Point Drainage Improvements
- Lake Midget Outfall Analysis

Juan Fong, P.E.

Senior Project Engineer



YEARS OF EXPERIENCE **24**

PROFESSIONAL REGISTRATION

Professional Engineer 1997
Florida No. 51932

EDUCATION

B.S. Civil Engineering, 1992
University of Central Florida

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)
American Society of Highway Engineers (ASHE)
Society of Hispanic Professional Engineers (SHPE)

ADDITIONAL SKILLS

Microstation
Geopak
Highway Capacity Software
FDOT Level-of-Service Software

PROFESSIONAL PROFILE

Mr. Fong has over 24 years of engineering experience, with primary emphasis on the design of roadway and traffic systems. His responsibilities have included the project management, planning and design of minor, major and complex roadways across Florida, including multiple projects for FDOT. His largest roadway project as Engineer-of-Record has a construction cost of over $40 Million for Citrus County. His assignments have included the preparation of preliminary and final construction plans, technical reports, permit applications, bidding documents, construction administration services, right-of-way negotiations, and testifying at order-of-take hearings. Mr. Fong has served as the Engineer-of-Record on numerous projects and has extensive experience in the preparation of roadway plans, signing and pavement marking plans, signalization plans, lighting plans, traffic control plans, traffic operation reports, safety analysis, and pavement design. Mr. Fong is proficient with Microstation, Geopak, Highway Capacity Software, and FDOT Level-of-Service Software.

REPRESENTATIVE PROJECT EXPERIENCE

SEMINOLE COUNTY, FLORIDA

Multiple Sidewalk Projects as a Continuing Consultant. Designed and permitted over 10 miles of proposed sidewalks throughout the County. The projects included the addition of sidewalks to existing facilities and the upgrade of existing sidewalks to meet ADA requirements.

Continuing Consultant. Designed and permitted over 60 intersection improvements including turn lanes, signing and pavement markings, and signalization.

FDOT DISTRICT 1

US 41 Multi-Use Path Final Design from Palm Dr. to Colonial Blvd (1.7 miles). Prepared final construction documents to construct an 8-foot wide multi use path on both sides of an existing divided rural section in Lee County. The project included roadway, drainage, signing and pavement marking, signal, and structural plans.

SR 70 RRR – Super elevation corrections and Safety Improvements at Kissimmee River Bridge. Prepared final construction documents to correct the roadway super elevation and improve the safety on an existing 2-lane undivided rural section in Highlands County. The project included roadway, drainage, signing and pavement marking plans.

US 17 Shoulder Addition. Prepared final construction documents for the addition of paved shoulders for 1 mile of a 2-lane rural roadway in Polk County. The project included roadway, signing and pavement markings plans

SR 540 (Cypress Gardens Boulevard) Final Design from 9TH Street S.E. to Overlook Drive. Prepared final construction documents to widen an existing 1.5 mile 2-lane road to a 4-lane divided urban section in Polk County with a bridge over Lake Ina. The project included roadway, drainage, signing and pavement marking, lighting, signal, and structural plans.

FDOT DISTRICT 3

SR 83 / Bruce Avenue and SR 83 / Institution Road. Intersection Improvements in Walton County. Prepared final construction documents to add right turn lanes at intersections. Project included preparation of R/W maps for R/W acquisition, roadway widening, drainage improvements, signing and pavement markings, and traffic signalization.

SR 59 RRR Final Design. Prepared final construction documents for milling and resurfacing, shoulder overbuild, and guardrail upgrades to 4 miles of a 2-lane rural roadway in Jefferson County. The project included roadway, drainage, signing and pavement markings, and a design exception for vertical alignment and stopping sight distance.

SR 30 RRR Final Design. Prepared final construction documents to mill and resurface the existing pavement, upgrade a major culvert crossing, and improve safety in Downtown Panama City, Bay County. The project included roadway, drainage, signing and pavement markings, structural plans, and CAP Level III.

SR 2 RRR Final Design. Prepared final construction documents for milling and resurfacing, cross drain extensions, and addition of paved shoulders to 9 miles of a 2-lane rural roadway in Holmes County. The project included roadway, drainage, signing and pavement markings, structural plans, and a design exception for shoulder width.

FDOT DISTRICT 5

SR 520 Final Design. Design engineer, prepared typical section concepts and developed traffic reports to reconstruct bridges over the Banana River in Brevard County.

SR 5 (US 1) RRR Final Design. Prepared final construction documents to mill and resurface the existing pavement, repair a culvert crossing, add bicycle lanes at turn lanes, and improve safety in Brevard County. The project included roadway, drainage, signing and pavement markings, and structural plans

FDOT DISTRICT 7

SR 60 RRR Final Design. Assisted with final design and construction documents to rehabilitate 4.0 miles of multi-lane urban roads in Hillsborough and Pinellas Counties. The project included roadway, drainage, signing and pavement markings, signal, lighting, and structural plans.

POLK COUNTY, FLORIDA

Berkley Road Segment 1 Final Design. Prepared final construction documents to widen an existing 1.0 mile road from a 2-lane rural section to a 5-lane urban section. The project included roadway, drainage, traffic, and permitting.

Berkley Road Segment 2, Preliminary Engineering and Final Design. Prepared a preliminary engineering report and final construction plans for the future widening of 4 miles of a 2-lane rural section to a 4-lane urban section. The project included roadway, drainage, signing and pavement markings, signal plans, and mitigation plans.

Pace Road, Preliminary Engineering and Final Design. Prepared a preliminary engineering report and final construction plans for the future widening of 1 mile of a 2-lane rural section to a 4-lane urban section. The project included roadway, drainage, signing and pavement markings plans.

Pace Road Enhancement Project. Prepare a preliminary engineering report and final construction plans for a 1 mile 12-foot wide multi-purpose sidewalk. This will serve the future USF Campus in Polk County and will connect to the City of Auburndale Trail. The project included sidewalk, lighting, landscaping, and signing and pavement markings plans. This project is federally funded through FDOT through a Local Agency Program Agreement.

CR 655 (Berkley Road) Segment 4 and CR 559A (Auburndale Cutoff Rd), Preliminary Engineering and Final Design. Prepared a preliminary engineering report and final construction plans for the future widening of 2.5 miles of a 2-lane rural section to a 4-lane urban section. The project included roadway, drainage, signing and pavement markings, and signal plans.

Keith A. Johnson, P.E.

Design Engineer



YEARS OF EXPERIENCE 15

PROFESSIONAL REGISTRATION

Professional Engineer 2007
Florida, No. 65623

EDUCATION
B.S. Civil Engineering 2001
University of Central Florida

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)

TRAINING COURSES
FDOT Specifications Training
FDOT TCP/MOT Training

ADDITIONAL SKILLS
Microstation & Geopak
Guide Sign Program
FDOT Bar Menu
FDOT Digital Delivery
Pictometry
PEDDS

PROFESSIONAL PROFILE

Mr. Johnson has over 15 years of engineering experience and is primarily responsible for the design and preparation of roadway and traffic plans, including vertical and horizontal alignment, signing and pavement marking plans, traffic control plans, signalization plans, and computation of quantities. He is also experienced in utility adjustment plans, generation of project manuals / specifications, bid documents, and bid process, post-design services, and utility coordination.

He also has extensive experience in pedestrian facilities along with ADA requirements. Other responsibilities include public involvement, field and construction meetings, maintaining well organized, extensive project records, and software installation. Mr. Johnson is also responsible for Digital Delivery, PEDDS, and Specifications on FDOT projects.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF WINTER GARDEN
- Plant Street Widening (Segment 4)
- CR 545 (Avalon Rd.) /Tilden Rd. Improvements Traffic Control Plan
- CR 545 (Avalon Rd.) /SR 50 Intersection Improvements
- SR 50 Intersection at Autozone
- Sun Ridge Boulevard Widening
- Stoneybrook West Parkway Widening / Improvements

CITY OF OCOEE, FLORIDA
- Maguire Road - Final Design 4-Lane Widening, Bridge Over Turnpike
- White Road
- Professional Parkway / Old Winter Garden Road Widening

SEMINOLE COUNTY, FLORIDA
- Traffic Signal and Intersection Improvements Continuing Contract (over 50 signals and intersections)
- Sidewalk Program Continuing Consultant: Northern Way w/Pedestrian Bridge (2.0 miles), Palm Springs Ave. (1.0 mile), North St. / Seminole Ave. (2.0 miles), Country Club Rd. (0.8 miles), W. Lake Brantley Dr. w/Pedestrian Bridge (0.5 miles), Shetland Ave. & Citrus Ave. (1.5 miles)
- East Altamonte Springs Sidewalk Improvements; Station Street Reconstruction
- Winter Park Drive/Seminola Blvd. Intersection & Signalization Improvements
- CR 46A/International Pkwy. Intersection & Signalization Improvements
- Dean Rd. / McCulloch Intersection & Signalization Improvements

ORANGE COUNTY, FLORIDA
- Lake Underhill Road / Econlockhatchee Trail Intersection Improvements (Utility Coordination)
- CR 545 (Avalon Road) Box Culvert Improvements
- Fort Christmas Milling & Resurfacing / Safety Improvements
- Lake Price Milling & Resurfacing / Safety Improvements
- Powers Drive Milling & Resurfacing / Safety Improvements
- Reams Road Widening
- Americana Blvd. Improvements
- CR 535 / Grand Cypress Intersection Improvements

SEMINOLE COUNTY, FLORIDA
- Traffic Signal and Intersection Improvements Continuing Contract (over 50 signals and intersections)
- Sidewalk Program Continuing Consultant: Northern Way w/Pedestrian Bridge (2.0 miles), Palm Springs Ave. (1.0 mile), North St. / Seminole Ave. (2.0 miles), Country Club Rd. (0.8 miles), W. Lake Brantley Dr. w/Pedestrian Bridge (0.5 miles), Shetland Ave. & Citrus Ave. (1.5 miles)
- East Altamonte Springs Sidewalk Improvements; Station Street Reconstruction
- Winter Park Drive/Seminola Blvd. Intersection & Signalization Improvements
- CR 46A/International Pkwy. Intersection & Signalization Improvements
- Dean Rd. / McCulloch Intersection & Signalization Improvements

CITRUS COUNTY, FLORIDA
- CR 491 Final Design Multi-Lane Widening
- Croft Road Segment II
- CR 486 Post Design Services (Phases I, II, and III)
- CR 486 Final Design Multi-Lane Widening (Phases II, III, and IV)
- Turkey Oak Drive Milling & Resurfacing / Widening / Signalization Improvements
- Ottawa Avenue Milling & Resurfacing / Widening / Signalization Improvements

POLK COUNTY, FLORIDA
- Berkley Road - Phase I, Final Design 5-lane Widening
- Berkley Road - Phase II & III Preliminary Engineering, Final Design Multi-Lane Widening, Post-Design Services
- Pace Road Preliminary Engineering, Final Design Multi-Lane Widening, Enhancement, Post-Design Services
- CR 559A & CR 655 Preliminary Engineering, and Final Design Multi-Lane Widening
- Berkley Road/Denton Ave. Intersection Drainage Improvements
- Continuing Engineering Consultant

LAKE COUNTY, FLORIDA
- Traffic Signal and Intersection Improvements Continuing Contract
- Continuing Engineering Consultant

HERNANDO COUNTY
- Plans Review for Barclay Road
- Plans Review for Spring Hill Road & Mariner Road Intersection Improvements

VOLUSIA COUNTY
- CR 415 ROW Corridor Analysis
- 10th Street Preliminary Engineering Analysis
- Volusia Avenue Widening / Paving

OSCEOLA COUNTY, FLORIDA
- Intersection Improvements (Signalization) (4 intersections)

PASCO COUNTY
- Parkway Boulevard Widening

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, FLORIDA
- SR 408 Traffic Control Plan / MOT

ATS
- Red Light Camera Intersection Plans (Numerous Intersections)

FDOT DISTRICT 1
- US 41 Multi-Use Path Design
- SR 70 RRR (Super elevation correction) Design and Safety Improvements
- US 17 Shoulder Addition Design and Safety Improvements
- US 41 (SR 45) Milling / Resurfacing and Widening
- MLK Jr. Boulevard Sidewalk Improvements
- SR 867/A&W Bulb Road Improvements & SR 82 Safety Improvements
- SR 540 Sidewalks/Signalization/Safety Improvements
- SR 70 Widening
- Pinecrest Elementary SRTS Safety Sidewalks
- LIGHTING: SR 37, SR 35 (US 27), US 27 & Crump Rd.

FDOT DISTRICT 3
- SR 30 (US 98) Milling / Resurfacing and Safety Improvements
- SR 2 Milling / Resurfacing and Safety Improvements
- SR 77 Signalization Improvements
- SR 83 Intersection Improvements (3 Intersections)
- SR 59 Milling / Resurfacing and Safety Improvements
- Intersection & Signalization Improvements: SR 389, SR 85, SR 30, SR 10, SR 2, SR 77
- SR 391 / Harrison Ave. Multi-Use Trail & Sidewalks, and Signalization Improvements
- SR 296 / CR 296 Sidewalks

FDOT DISTRICT 5
- SR 5 (US 1) Milling / Resurfacing and Safety Improvements
- US 92 Intersection Improvements
- SR 406 Improvements

FDOT DISTRICT 7
- Henry Street Canal (Segment 3 & 4) - Specifications Package

TURNPIKE DISTRICT
- SR 417 Widening (Signing and Pavement Markings, Lighting)
- SR 46 Wekiva Parkway

Leylah Saavedra, P.E., CFM

Sr. Project Engineer



YEARS OF EXPERIENCE 21

PROFESSIONAL REGISTRATION
Professional Engineer 2002
Florida, No. 58753

EDUCATION
B.S. Environmental Engineering 1996
University of Central Florida

M.S. Civil Engineering 2003
University of Central Florida

Certified Floodplain Manager 2015

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)
Florida Engineering Society (FES)

PROFESSIONAL PROFILE

Ms. Saavedra serves as a Sr. Project Engineer with Pegasus. Since 1997, Ms. Saavedra has been involved in the planning, design and permitting of numerous drainage retrofit studies and infrastructure inspection programs associated with older neighborhoods and subdivisions as well as Maintenance Districts. Her formal education is enhanced by hands-on experience performing grant-related services, field investigations, collecting and interpreting data, completing system calculations, developing hydrologic / hydraulic modeling, permitting and preparing engineering reports, master plans and system designs. Ms. Saavedra is involved in preparing construction drawings, technical specifications and regulatory agency permit applications for her projects. Her relevant stormwater / drainage management planning and design projects have ranged in size from a few acres to several square miles. She has been involved with projects for urban and rural basins, positive and landlocked drainage systems, flood control structures and retention / detention ponds.

Ms. Saavedra is also very familiar with federal regulations and FEMA grant programs, having secured several millions of dollars from FEMA's Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance Program (FMAP). These grant monies have greatly assisted communities in implementing long-term hazard mitigation measures after major disaster declarations.

REPRESENTATIVE PROJECT EXPERIENCE

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision, Palomino Road and Aurora Road FEMA Hazard Mitigation Grant Program.
- North Merritt Island FEMA Pre-Disaster Mitigation Grant Project
- West Cocoa Watershed Evaluation
- Sarno Lakes Drainage Improvements
- Cox Road Drainage Improvements
- Pluckebaum Road and Range Road Culvert Replacements

LAKE COUNTY, FLORIDA

- Getford Road Drainage Investigation and Grant Application
- Lake Idamere Fishing Pier
- Arnold Brothers Park – Parking Lot Improvement
- Forest Hills / Lake Mack Drainage Investigation
- South Grassy lake Road Drainage Improvements
- Beverly Court Drainage Improvements
- Engineering Services for the Lake Eustis Basin
- Engineering Services for the Lake Harris Basin
- Dead River Road Lake County Water Authority Grant Application
- Hollondel Road Lake County Water Authority Grant Application
- Montverde Mobile Home Park Drainage and Water Quality Improvements

ORANGE COUNTY, FLORIDA

- Kingswood Manor Infrastructure Inspection Program
- Park Manor Infrastructure Inspection Program
- John Young Maintenance District Infrastructure Inspection Program
- Calloway Drive / Albemarle Road Small Area Study
- 2230 Hoffner Avenue Drainage Investigation
- Sunshine Gardens Small Area Study
- Suncrest Subdivision – Unit 6 Drainage Investigation
- Pershing Avenue Pollutant Removal Structure
- Lake Mary Jess Pollutant Removal Structure
- Crescent Boulevard Drainage Investigation
- Westlake Subdivision Retention Pond Evaluation
- Control Structure CS-7 Improvements
- American Heritage Infrastructure Inspection Program
- Kingswood Manor Small Area Study

ORANGE COUNTY, FLORIDA (continuation)
- Lake Nina / Lake Eleanor Drainage Basin Study
- Lake Maggiore Estates Infrastructure Inspection Program
- Robinswood Infrastructure Inspection Program
- Sky Lake Infrastructure Inspection Program
- Isle of Pines Infrastructure Inspection Program
- Tiffany Terrace Infrastructure Inspection Program
- Interlachen Road Drainage Investigation
- Isle of Pines Phase 2 Drainage Improvements
- Kissimmee Farms Infrastructure Inspection Program
- Madeline Avenue Drainage Investigation
- Knollwood circle Outfall Analysis
- Lake Angelina Outfall Ditch Analysis
- Goldenrod Maintenance District Infrastructure Inspection Program
- Three Points Maintenance District Infrastructure Inspection Program

CITY OF OCOEE, FLORIDA
- NPDES Permit Year 4 and 6 Annual Reports
- Log Run Court Drainage Improvements

CITY OF ORLANDO, FLORIDA
- Dubsdread Circle Drainage Improvements

CITY OF WINTER PARK:
- NPDES Permit Year 6 Annual Report

POLK COUNTY, FLORIDA
- Elizabeth Place Drainage Evaluation

SEMINOLE COUNTY, FLORIDA
- Paradise Point Subdivision Drainage Improvements
- Subdivision Rehabilitation Program – Phase I
- CCTV Inspection and Evaluation Services

CONTINUING EDUCATION

- FES Stormwater Management: A Designer's Court (September 2003)
- Florida Stormwater, Erosion, and Sediment Control Inspector Training and Certification Program (April 2004)
- FICE / FDOT Pond Design (April 2005)
- BMPTRAINS Seminar (December 2013)

CITY OF DEBARY, FLORIDA
- Westside Emergency Flood Management System (WSEFMS)
- NPDES Cycle 2 Year 2 Annual Report
- 9-home Buy-Out Program
- Lakeside Gravity Outfall System FEMA Hazard Mitigation Grant Program
- Naranja Road / 2nd Street Drainage Improvements FEMA Hazard Mitigation Grant Program
- Soft Shadow Lane Drainage Improvements

CITY OF DELTONA, FLORIDA
- Stormwater and Watershed Management Master Conceptual Plan

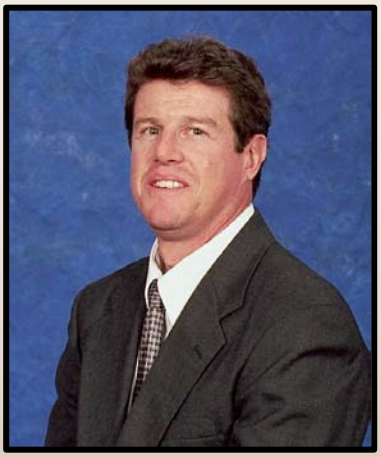
SANTA ROSA COUNTY, FLORIDA
- HMGP Grant Administration Services for seven drainage improvements projects
- HMGP Grant Application and Administration Services for Settlers Colony Drainage Improvements
- HMGP Grant Application and Administration Services for Ranchettes Subdivision Drainage Improvements
- HMGP Grant Application and Administration Services for Venetian Way and Coronado Drive Drainage Improvements
- HMGP Grant Application and Administration Services for Patterson Lane and Pace Lane Drainage Improvements
- HMGP Grant Application and Administration Services for Maranatha Way and Chipper Lane Drainage Improvements

SOFTWARE EXPERIENCE

- Advanced Interconnected Channel and Pond Routing (adICPR) Model, DOS Versions 1.4 and 2.2 and Windows Version 3.1
- Hydraflow Storm Sewers
- NETWORX (Storm Sewer Analysis)
- PONDS (Groundwater / Surface Water) Model, Versions 2.26 and 3.2
- AutoCAD

Mike Bruegger, P.E.

Sr. Project Engineer



YEARS OF EXPERIENCE 30

PROFESSIONAL REGISTRATION
Professional Engineer 1990
Florida, No. 44949

EDUCATION
B.S. Civil Engineering 1986

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers (ASCE)
National Society of Professional Engineers (NSPE)
Florida Engineering Society (FES)
American Water Resources Association (AWRA)

PROFESSIONAL PROFILE

Mr. Bruegger's 30-year engineering experience has been primarily focused on drainage engineering and stormwater management permitting for roadway, airport, municipal, and community-wide basin improvement projects. His extensive experience includes basin analysis, computer modeling, system planning, design, permitting, and construction phase oversight.

His experience has included completing basin-wide delineations, basin inventory, computer modeling, watershed analysis, preliminary and final design, and permitting. Watershed studies included urban and rural basins, positive and landlocked drainage systems, flood control structures and retention/detention ponds. In addition to stormwater/drainage basin related studies, his experience includes roadway drainage, and grading/paving plans for site improvements.

As part of his extensive project design experience, he has coordinated project permitting with FDOT, ACOE, FDEP and the various Water Management Districts throughout Florida.

REPRESENTATIVE PROJECT EXPERIENCE

SADDLEBROOK RESORT, TAMPA

- Saddlebrook Master Drainage Improvements
- Golf Academy
- Lakeside Pavilion
- Grand Pavilion
- West Service Area
- Service Road Realignment
- Accounting/Human Resources Buildings Site Design

CITRUS COUNTY, FLORIDA (ROADWAY DRAINAGE)

- Croft Avenue (from Hayes Road to CR 486)
- County Road 491 (from SR 44 to CR 486)
- County Road 491 (from CR 486 to N. Forest Ridge Blvd.)
- County Road 486 (from SR 44 to N. Forest Ridge Blvd.)

POLK COUNTY, FLORIDA (ROADWAY DRAINAGE)

- Berkley Road Drainage Design (from U.S. 92 to Granada Rd)
- Berkley Road Pond Siting Report (Old Dixie Hwy to Pace Rd)
- Berkley Road Final Design (Old Dixie Highway to Pace Rd)
- Berkley Road/Auburndale Cutoff Road Pond Siting Report (from Pace Road to State Road 559)
- Berkley Road/Auburndale Cutoff Road Drainage Design

POLK COUNTY, FLORIDA (DRAINAGE)

- Turner Road Drainage Improvements
- Saddlebag Lake Outfall Improvements
- Lake Gross Outfall Pipe Improvements
- Audubon Society Project Feasibility Study
- Polo Park Subdivision Stormwater Pump Station

BREVARD COUNTY, FLORIDA (DRAINAGE)

- Kingsmill Subdivision / Aurora Road Drainage Improvements
- Sarno Lakes Drainage Improvements
- Cox Road Drainage Improvements

CITY OF PLANT CITY, FLORIDA (DRAINAGE)

- Nosleda Street Drainage Improvements
- Ohio Street Drainage Improvements
- Jackson Street Drainage Improvements
- Alabama Street and Coronet Street Drainage Improvements
- Northeast Drainage Basin Study - Phase I, II and III Improvements
- Boot Bay Drive Water Main Improvements
- Laura Street Culvert Improvements
- Eastside Canal Stormwater Management Master Plan
- McIntosh Park Wetland Enhancement
- Jenkins Street Stormwater Pond Expansion (Eastside Canal C.I.P. Project No. 1)
- Ellis-Methvin Tennis Center Site Plan
- State Road 39 Culvert / Outfall Analysis
- Zack Property Detailed Floodplain Analysis
- Gilchrist Street and Tomlin Street Culvert Improvements (Eastside Canal C.I.P. Project No. 2)
- Reynolds Street to Atlantic Coastline Railroad (Eastside Canal C.I.P. Project No. 4)

LAKE COUNTY, FLORIDA (DRAINAGE)

- Getford Road Drainage Improvements
- Hollondel Road Drainage Improvements
- Dead River Road Drainage Improvements
- Groveland Library Pond Improvements
- Lake Crescent Subdivision Stormwater Pond Improvements
- Lake Idamere Children's Park

ORANGE COUNTY, FLORIDA (DRAINAGE)

- Beggs Road / Overland Road Drainage Improvements
- Tanglewilde / Ustler Drainage Improvements
- Lake Conway Chain-of-Lakes
- Plaza International Control Structure Improvements
- Lakes McCoy, Coroni and Prevatt Drainage Basin Improvements
- Lake Nina / Lake Eleanor Drainage Basin Improvements
- Sunset Lakes Subdivision Drainage Improvements
- Hidden Springs / East Lake Outfall Improvements
- Lake Condel Outfall Improvements
- Lewis Drive / Glendon Parkway Drainage Improvements
- Quail Hollow Subdivision Drainage Improvements
- Lehman Road / Fowler Avenue Drainage Improvements
- Little Lake Fairview Outfall Improvements
- Drawdy Court Drainage Improvements
- Lake LaGrange Outfall Pipe Improvements
- Tidewater Drive Outfall Pipe Improvements
- Watson Ranch Estates Outfall Improvements
- Votaw Road Stormwater Pond Modifications
- Meadowglen Drive Drainage Improvements

CITY OF OCOEE, FLORIDA (DRAINAGE)

- Pioneer Key 2 Drainage Improvements
- Center Street Stormwater Pond
- Center Street Drainage Improvements
- Lakeshore Drive Roadway Improvements
- Pioneer Key Regional Stormwater Pond
- Pioneer Key I Outfall Improvements

CITY OF ORLANDO, FLORIDA (DRAINAGE)

- Lake Barton/Lake Underhill Outfall System (Orlando Executive Airport)
- Terminal Ramp Entrance Rehabilitation (Orlando Executive Airport)
- Orlando Executive Airport, Lake Barton to Lake Underhill Connection
- Orlando Executive Airport, Terminal Ramp Entrance Rehab

SEMINOLE COUNTY, FLORIDA (DRAINAGE)

- Chuluota / 1st and 2nd Street Drainage Improvements

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT(DRAINAGE)

- McIntosh Park Enhanced Stormwater Treatment Wetland

GREATER ORLANDO AVIATION AUTHORITY (DRAINAGE)

- Orlando International Airport Tradeport Alert Area
- Orlando International Airport - Stormwater Management for the West AirsideTaxiway System
- Designed of the Utilities Extension (sewer and water) for the New Crash/Fire/Rescue Facility on the East Airside
- Master Drainage Plan for the Tradeport Alert Area and West Ramp Rehabilitation
- Orlando Executive Airport Stormwater/Drainage Management System Master Plan

Donny Greenough

Sr. Designer / GIS Technician



YEARS OF EXPERIENCE 27

Pegasus Engineering, LLC
August 2013 – Present 5 years
Full Sail University 2 years
Professional Engineering
Consultants, Inc. (PEC) 20 years

EDUCATION
Lake County VoTech

Valencia Community College

University of Phoenix

PROFESSIONAL PROFILE

Mr. Greenough has over 24 years of experience using AutoCAD, and ArcINFO to complete GIS assignments in the Survey Division. He is responsible for digitizing maps, attribute entry and editing, geographic development, and many other routine data development tasks.

REPRESENTATIVE PROJECT EXPERIENCE

GIS Project Manager / Technician for:

CITY OF NEW SMYRNA BEACH, FLORIDA
- Central Beach Flood Mitigastion Improvements – Phase III
  Water Main, Sanitary Force Main and Sanitary Gravity Design

CITY OF OCOEE, FLORIDA
- Southwest Development Utility Improvements
  Water Main, Sanitary Force Main Design

ORANGE COUNTY, FLORIDA
- Powers Drive and North Lane Drainage

FLORIDA DEPARTMENT OF TRANSPORTATION
- Wekiva 3A Drainage Improvements

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
- Lake Apopka Restoration Project GIS Data Conversion. Responsible for incorporating existing parcel documentation for display, demarking the Zellwood Drainage District property and easements.
- Lake Apopka Restoration Project GIS Data Conversion for Federal Easements. Responsible for creating parcels based on existing documentation for graphic display and representation.
- Lake Apopka Restoration Project GIS Data Conversion for Fifty-Year Chain of Title. Responsible for the incorporation of historical documentation for graphic display and representation.
- Lake Apopka Phase I I - High Water Evaluation
- Little Wekiva River Erosion & Sedimentation Control -Topographic Profile
- Emeralda Marsh Restoration - Topographic Survey
- Fellesmere Farms Joint Venture - Topographic Survey
- Joshua Creek Land Acquisition - Boundary

FLORIDA POWER & LIGHT COMPANY
- High Ridge Substation - Boundary, Topographic & Tree Survey
- Pringle Sub-Station (West Palm Coast)

CITY OF ORLANDO, FLORIDA
- Dubsdread, Lake Fairview Shores & Lake Albert Shores
- Baldwin Park Reclaim Water District System
- Metro West Design Survey
- Miscellaneous Neighborhood Utility Improvements
- Garland Avenue & South Street Parking lot
- Joseph Street Compton Avenue, Illiana Street & Taylor Street Improvements
- Judge Property Annexation
- Robinson Street Right-of-Way Acquisition
- Trails of Turkey Lake
- Boundary Survey - Parcel 7 North & South Orlando
- International Center
- Spring Lake Neighborhood
- SR 500 Eminent Domain
- Parramore Boundary Survey
- Langford Park and Greenwood Lake Baffle Boxes

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- GIS Data Conversion. Assisted in management and conversion of 2,040 map sheets and 20,000 deed documents into Arc/Info 6.0 format. The GIS will provide SFWMD with a method to manage district-owned land in South Florida. Used Arc Macro Language (AML) to develop automated command routines to populate attribute tables with existing information. This increased production and errors analysis.

CITY OF KISSIMMEE, FLORIDA

- GIS Design and Implementation. Assisted with the development of a City-Wide Cadastre using GPS technology to establish control and integrate it into the state plane coordinate system. The cadastre is being used for the base map which will be the foundation for the City's GIS. Developing 17 Arc/Info coverages for 70 square mile area.

CITY OF SANIBEL, FLORIDA

- Map Conversion to GIS. Completing data conversion and digital base map development for various layers such as road ROW, water features, development intensity, zoning, etc. The GIS will cover the entire city, and it will meet the Federal Emergency Management Agency (FEMA) mapping criteria.

FLORIDA INLAND NAVIGATION DISTRICT

- GIS Data Development. Responsible for the creation of a complete GIS for the District's 12 county area, encompassing Florida's Atlantic Intracoastal Waterway. Seventeen coverages and five raster imagery phases were captured and adjusted to the Florida State Plane Coordinate System.
- GIS Data Development for Spoil Islands. Responsible for the incorporation of the Districts Spoil Islands into the existing GIS development. Project included both graphic and database entries.
- Revised Aerial Flight GIS Data Development. Responsible for the incorporation of current aerial photographs into the Districts existing GIS. Development includes the adjustment and / or re-creation of all existing coverages.

FLAGLER COUNTY, FLORIDA

- GIS Data Development. Responsible for the creation of a parcel base map together with specified coverages to be utilized for the implementation of a comprehensive master stormwater plan.

CITY OF SANFORD, FLORIDA

- GIS Data Conversion. Responsible for the conversion of existing utility maps to ArcINFO coverages for use with a previously established parcel base map.

LAKE COUNTY WATER AUTHORITY

- GIS Conversion Services. Data Development

LAKE HIGHLAND PREPARATORY SCHOOL

- GIS Data Development. Responsible for creation of the student population in each zip code.

CITY OF DEBARY, FLORIDA

- Drainage Study Survey
- Grants
- Site Reviews
- Adelaide Street Drainage Improvements

CITY OF ORANGE CITY, FLORIDA

- Grants
- Site Reviews
- Stormwater Master Plan

CITY OF WINTER GARDEN, FLORIDA

- Stoneybrook Parkway Drainage

CITRUS COUNTY, FLORIDA

- County Road 491

OSCEOLA COUNTY, FLORIDA

- North Hoagland Boulevard – Design Survey

SEMINOLE COUNTY, FLORIDA

- County Road 419 – Right-of-Way Maps and Design Survey
- Sandlake Road – Right-of-Way Maps and Design Survey
- Snow Hill Road
- Dean Road Drainage

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision / Aurora Road Drainage Improvements
- Proposed Wickham Road Detour Concept

EMINENT DOMAIN

- Interstate 4 – 30 Parcels OSDS
- I-95 Brevard County

Jason Birkhead

Engineer Assistant / GIS Technician



YEARS OF EXPERIENCE 17

Pegasus Engineering, LLC
January 2010 – Present 7 years

Professional Engineering
Consultants, Inc. (PEC) 4.5 years

Johnson Peoples Architects
6 years

EDUCATION
B.S. Civil Engineering Ongoing
University of Central Florida

Associates of Arts 2004
Central Florida Community College

PROFESSIONAL PROFILE

Mr. Birkhead has over seventeen (17) years of experience using AutoCAD and ArcGIS that has allowed him to successfully complete a realm of GIS assignments ranging from a few acres to several square mile projects. While at PEC, Mr. Birkhead worked in the survey department and later transferred to the stormwater department in an effort to broaden his engineering exposure. Mr. Birkhead is responsible for digitizing maps, attribute entry and editing, geographics development, and many other routine data development and data collection tasks. Mr. Birkhead also has extensive working knowledge of Autodesk Land Desktop - Civil Design, raster image design technology, and database/spreadsheet applications. His formal education is enhanced by more than 6 years of hands-on experience performing field investigations, collecting and interpreting data and producing exhibits.

REPRESENTATIVE PROJECT EXPERIENCE

STORMWATER-RELATED EXPERIENCE:

BREVARD COUNTY, FLORIDA
- Kingsmill Subdivision FEMA PDM Application
- Upper Eau Gallie / Sarno Lakes Watershed Evaluation
- Upper Eau Gallie / Sarno Lakes Watershed FEMA PDM Application
- North Merritt Island / Pine Island FEMA PDM Application
- West Cocoa Watershed Evaluation

CITY OF ALTAMONTE SPRINGS, FLORIDA
- Cranes Roost Annual Report

CITY OF DEBARY, FLORIDA
- Tropical Storm Fay Stormwater Services
- Drainage Atlas Maps
- Finished Floor and Flood Elevation Maps
- City-Wide LOMR Application
- HMGP Application for Acquisition and Demolition of 9 homes
- HMGP Application for the Lakeside Gravity Outfall System
- HMGP Application for the Naranja Road and 2nd Street Drainage Improvements
- HMGP Application for the Acquisition and Demolition of 300 May Place
- 294 DeLeon Road Drainage Improvements
- Barwick Road Maintenance Facility
- NPDES Services for the City of DeBary
- Transit Oriented Development Master Plan

CITY OF LONGWOOD, FLORIDA
- Stormwater Management Master Plan
- Transit Oriented Development Master Plan

CITY OF OCOEE, FLORIDA
- City-Wide LOMR Application

CITY OF WINTER SPRINGS, FLORIDA
- State Road 434 and Winding Hollow Boulevard Intersection Improvements

CITY OF PORT ORANGE, FLORIDA
- Review of Halifax Canal in Spruce Creek Road and Dunlawton Avenue Area

CITY OF MILTON, FLORIDA
- HMGP Application for the Glover Lane Lift Station Elevation Project

CITY OF ORLANDO, FLORIDA
- Parramore Comprehensive Neighborhood Study
- Fairgreen Street Drainage Improvements
- Dubsdread Parking Lot Expansion

CITY OF NEW SMYRNA BEACH, FLORIDA
- Central Beach Flood Mitigation Project Phase III

CITY OF MILTON, FLORIDA
- Glover Lane Lift Station HMGP Application

CITY OF ORANGE CITY, FLORIDA
- 470 Carpenter Avenue Drainage Improvements
- Orange City Stormwater Master Plan
- Mill Lake Park Improvements

CITY OF WINTER GARDEN, FLORIDA
- Plant Street – Segment 2
- Plant Street – Segment 4

POLK COUNTY, FLORIDA
- Elizabeth Place Hydrologic Enhancement Program – Phases 2 and 3

SANTA ROSA COUNTY, FLORIDA
- HMGP Application for the Settlers Colony Drainage Improvements Project
- HMGP Application for the Ranchettes Subdivision Drainage Improvements Project
- HMGP Application for the Venetian Way and Coronado Drive Drainage Improvements
- HMGP Application for the Maranatha Way Drainage Improvements Project
- HMGP Application for the Patterson Lane and Pace Lane Drainage Improvements Project

VOLUSIA COUNTY, FLORIDA
- Rio Way Drainage Evaluation

LAKE COUNTY, FLORIDA
- Engineering Services for the Lake Harris Basin
- Engineering Services for the Lake Eustis Basin
- Engineering Services for the Lower Palatlakaha River Basin
- Lake Mack LOMR Technical Assistance

SEMINOLE COUNTY, FLORIDA
- Little Wekiva River Tributary "D" – Phase I
- Soldiers Creek Alum Treatment Facility – Feasibility Study
- Bear Lake Watershed Evaluation
- Phase 1 Dirt Road Paving Program
- Phase 2 Dirt Road Paving Program
- Grace Lake Sinkhole Improvements
- Seminole County Probation Center Parking Lot
- New Oxford Road Improvements
- East Altamonte Sidewalk Improvements
- State Road 419 Seminole County Trail

CITY OF TITUSVILLE, FLORIDA
- Area One Stormwater Improvements, Phase I

ORANGE COUNTY, FLORIDA
- Regency Industrial Park Drainage Investigation
- Lake Mary Jess Water Quality Improvement Project
- Lake O'Dell Sandbar Sediment Removal
- Lake Price Drive
- Kirby Smith Road Ditch
- Powers Drive and North Lane Intersection Improvements
- County Road 535 Turn Signal

CITRUS COUNTY, FLORIDA
- County Road 491 (from State Road 44 to County Road 486)

FDOT
- Wekiva Parkway – Section 3A
- State Road 406 (Garden Street) and Singleton Avenue
- State Road 46 (Wekiva Parkway) Phase 3A
- State Road 520

PRIVATE SECTOR
- Plum Creek – Winsor Tract
- Lakeside HOA DeBary Golf and Country Club Stormwater Pond Repairs

SURVEY-RELATED EXPERIENCE:

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

- Lake Apopka Restoration Project GIS Data Conversion for Fifty-Year Chain of Title

ASHTON WOODS HOMES

- Foundation, Final Surveys for single family homes, town homes and condominiums

FLORIDA DEPARTMENT OF TRANSPORTATION

- I-95 Brevard County Eminent Domain
- I-4 Eminent Domain - 30 parcels OSDS
- SR 46, Lots 101, 102, 107-112,and 114-116

ARCHITECTURAL-RELATED EXPERIENCE:

MARION COUNTY SCHOOL BOARD

- Forest High School
- Hillcrest Elementary School
- Fort King Middle School

CITY OF WILDWOOD, FLORIDA

- Wildwood Community Center / Storm Shelter

MISCELLANEOUS PROJECTS

- Ocala Neurological Center
- Hospice of Marion County
- MRMC Speech Therapy Center
- Women's Imaging Center

COMPUTER SOFTWARE EXPERTISE

- ArcGIS, version 10.3
- Arc Catalog
- Arc Pad
- AutoCAD LandDesktop
- AutoCAD Civil 3D
- Microstation V8i
- Adobe Photoshop
- Microsoft Office Suite

Priscilla Villanueva

Administrative Assistant

PROFESSIONAL PROFILE



YEARS OF EXPERIENCE	19
Pegasus Engineering, LLC	7+ years
With Others	12+ years

EDUCATION

A.S. Office Technologies	1997
Onondaga Community College	
Drafting Certificate	2009
Valencia Community College	

ADDITIONAL SKILLS

Microsoft Office Products
Adobe Products

Ms. Villanueva serves as Administrative Assistant for the public infrastructure section which primarily focuses on transportation, stormwater, and utilities. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance, marketing research, scheduling, travel coordination, and coordinating the servicing of office equipment and ordering supplies. Ms. Villanueva assists Principals and Senior Engineers by monitoring all public advertisements by governmental entities within Florida as they issue Requests for Qualifications (RFQ's), and then prepares a weekly summary for staff review and decision making. She works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research and document acquisition. She performs the final word processing for technical reports, permits, and grant applications. Ms. Villanueva also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

In addition to her marketing and project production responsibilities, her duties as Administrative Assistant include maintaining the office facilities in an orderly manner, including organizing and updating the office filing systems on a sustained basis. She also serves as the primary interface with the general public, with vendors, job applicants, and inquiries of varying types. She also is responsible for organizing special events and technical seminars.

JEFFREY W. CORY
1342 TUMBLIN DRIVE
NEW SMYRNA BEACH, FL 32168
(386) 427-3348

PERSONAL:
RESIDENT OF EDGEWATER 1962-1984
RESIDENT OF NEW SMYRNA BEACH 1984-PRESENT

EDUCATION:
GRADUATE OF NEW SMYRNA BEACH SENIOR HIGH SCHOOL 1978

GRADUATE OF UNIVERSITY OF FLORIDA, COLLEGE OF ENGINEERING
BACHELOR OF LAND SURVEYING 1983 (HONORS)

BUSINESS & PROFESSIONAL BACKGROUND:
MAY 1983 TO PRESENT, EMPLOYED BY
DANIEL W. CORY SURVEYOR, LLC

JANUARY 1985
REGISTERED AS PROFESSIONAL SURVEYOR #4139

DECEMBER 2010, PURCHASED BUSINESS

PROFESSIONAL ORGANIZATIONS:
FLORIDA SURVEYING AND MAPPING SOCIETY (FSMS)
VOLUSIA COUNTY CHAPTER OF FSMS
PRESIDENT 1992
TREASURER 1988-1991, 1993-PRESENT
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

COMMUNITY INVOLVEMENT:
CORONADO COMMUNITY UNITED METHODIST CHURCH
TRUSTEES COMMITTEE – SERVED 10 YEARS (2 YEARS AS CHAIRMAN)
NSB MIDDLE SCHOOL SCIENCE FAIR JUDGE (10 YEARS)
RECREATION LEAGUE COACH

DARRYLL DEMARSH, GPRT

Employment

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION **FLORIDA**
Vice President/Utility Division Manager **Years Employed (1999-Present)**

Darryll has **24 years** of Subsurface Utility Engineering experience. Darryll is responsible for coordinating, estimating, managing and administrating utility projects for design, conflict verification and relocation. SSMC's Subsurface Utility Engineering services include Designation, Ground Penetrating Radar (GPR), Vacuum Excavation, Utility Coordination, Closed Circuit Television Video (CCTV) Inspection with Laser Profiling, Concrete Imaging, and Materials Thickness Testing (Ultrasonic Testing).

THE SPECTRA GROUP / Project Specialist / Virginia Beach, Virginia **(1993-1999)**

Relevant Project Experience:

Volusia County Municipalities, as Prime Consultant
- City of Holly Hill Water Reclamation Facility Outfall Evaluation, Utility Designation/Location 2016
- City of Orange City Volusia County Baptist Church (South Orange Ave.), Utility Location, Survey Collection 2015
- City of Holly Hill Overhead to Underground Conversion Conduit System, Utility Designation 2014
- City of Holly Hill Mast Arm Signals at 3rd St. & US 1, Utility Designation/Location 2013
- City of Holly Hill Overhead to Underground Conversion Electric, Utility Location 2013
- City of Holly Hill 3rd St. & US 1 Mast Arm Traffic Signals, Utility Designation/Location 2013

Volusia County Municipalities, as Sub-Consultant
- City of Deltona Alexander Ave. Site Improvements (800 LF), Utility Location 2017
- City of Daytona Beach 6th St. & Kennedy Rd. Intersection Improvements (1,500 LF), Utility Designation/Location 2016
- City of Daytona Beach Ballough Rd. Bridge, FL / Marina Village, Utility Location 2016
- Volusia County Turnball Bay Bridge Replacement (1 mi.), Utility Designation/Location 2012-2016
- City of DeBary Stormwater/Drainage Improvements Master Plan 2008-2015
  - 44 Seminole Dr., Topographic Survey, Utility Designation/Location 2015
  - 294 DeLeon Rd., Topographic Survey, Utility Location 2015
  - Adelaide St., Topographic Survey, Utility Location 2015
  - Master Plan 44 Seminole Dr., Utility Location 2015
  - 11 Hollow Pine Dr., Topographic Survey, Utility Location 2014
  - 410 North Pine Meadow Dr. Drainage Improvements, Topographic Survey, Utility Location 2014
  - Lakeside-Phase II Improvements Amendment #2, Topographic Survey, CCTV, Utility Location 2014
  - No Name Lake Stormwater Pump Station, Addt'l Topographic Survey, Utility Designation/Location 2014
- City of Port Orange Riverwalk, Utility Location 2015
- City of New Smyrna Beach Central Beach Flood Mitigation:
  - Ph. IIIc Improvement (19,450 LF), Utility Designation/ Location/Coordination, (36) Test Holes 2011-2014
  - Ph. IIIa Improvement (70,000 LF), Utility Designation/ Location/Coordination, (120) Test Holes 2010-2013
- City of Daytona Beach Lift Station #2 Improvements, Utility Designation 2013
- City of Daytona Beach Lift Station #9 Improvements, Utility Designation 2013
- City of Daytona Beach Midtown Stormwater Remediation Program, Utility Designation/Location 2013

Brevard County Municipalities, as Prime Consultant
- City of Palm Bay Leak Detection Services for water system 10 to 25 Miles of distribution pipe 12" varying in size from 6" to 12", Utility Designation/Location 2016
- City of West Melbourne US 192 Decorative Street Lighting, Utility Designation/Location 2015-2016
- City of West Melbourne SR A1A, South Patrick Dr., Park Ave. & Cassia Blvd. Water Distribution, Utility Location 2015

Brevard County Municipalities, as Sub-Consultant
- City of Cocoa Dyal Water Treatment Plant, Utility Location, (25) Test Holes 2014-2015
- City of Cocoa Water Supply Main (Wellfield Watermain), Design TOPO Survey, Subsurface Utility Designation/Location 2014-2015
- City of Cocoa Water Main Replacement, Utility Designation/Location 2015
- City of Cocoa West Peachtree St. Water Main Replacement:
  - From Cocoa Blvd. to Indian River Dr., Subsurface Utility Designation/Location, Survey Collection 2015
  - From Cocoa Blvd. to Railroad Tracks (500 LF), Subsurface Utility Designation/Location, Survey Collection 2015

DARRYLL DEMARSH, GPRT

Brevard County Municipalities, as Sub-Consultant (Contiuned)
- City of Melbourne Hibiscus Blvd. & Hickory St. Mast Arm, Utility Location, as Sub-Consultant 2015
- City of Melbourne Lake Washington Rd. & Stewart Rd. Mast Arm, Utility Location, as Sub-Consultant 2015
- City of Melbourne Water Distribution Project Satellite Beach, Utility Designation/Location 2015
- City of Cape Canaveral Stations No. 6 & No. 7 (1.0 ac.), Utility Designation/Location 2014
- City of Melbourne Sherwood Elementary Safe Routes to School (SRTS) Sidewalk, Topographic Survey, Utility Location 2014
- City of West Melbourne I-95/US 192 Interchange Landscape, Utility Designation, City of West Melbourne 2013-2014
- City of Merritt Island SR 520 Beautification (2 mi.), Utility Designation/Location 2013

Flagler County Municipalities, as Prime Consultant
- City of Bunnell Southside Sewer Rehabilitation, Utility Designation 2015

Lake County Municipalities, as Prime Consultant
- City of Leesburg Venetian Gardens Phase II & Ski Beach Area Improvements - Phase I, Utility Designation/Location (98246) 2017
- City of Leesburg West Oaks Terrace Dr. 12" Force Main Locate, Utility Designation 2015
- City of Tavares-Downtown Community Redevelopment Agency (CRA):
  - Utility Mapping, Utility Designation/Location with Survey Location and Mapping (70,000 LF) 2011-2015
  - Dora Ave. Infrastructure Improvements, Utility Designation & Verification 2013-2014
  - Additional Utility Designation/Location 2012
  - Disston Ave. (400LF), Utility Designation 2012

Lake County Municipalities, as Sub-Consultant
- City of Leesburg-Dixie Ave. (SR 44) Reuse Main Construction, Utility Designation 2015

Leon County Municipalities, as Prime Consultant
- City of Tallahassee FAMU Way Extension Fiber Optic Cable Location, Utility Location 2015

Orange County Municipalities, as Prime Consultant
- City of Orlando American Way at International Dr., Utility Designation/Location 2017
- City of Orlando Gaston Edwards Park, Utility Designation/Location, Survey Collection 2015
- City of Orlando Lift Station Conversion Group 7 (5 ac.), Utility Designation/Location 2013-2015

Orange County Municipalities, as Sub-Consultant
- City of Orlando Millenia Blvd. Wastewater System Improvements, Utility Location, Survey Collection 2017
- City of Orlando Greater Orlando Aviation Authority Preliminary Evaluation of LS218 Relocation, Utility Location 2017
- City of Orlando Summerlin Ave. & Washington St. Intersection Improvements (2000 LF), Utility Designation/Location 2016-2017
- Town of Windermere Park Ave., Utility Designation 2016-2017

Osceola County Municipalities, as Prime Consultant
- City of West Melbourne-US 192 Decorative Street Lighting, Utility Designation/Location 2015
- City of Melbourne-SR A1A, South Patrick Dr., Park Ave. & Cassia Blvd. Water Distribution, Utility Location 2015

Pinellas County, as Prime Consultant
- City of Largo Full Depth Remediation of Ensley Ave., Utility Location 2014-2015
- City of Largo Remediation of Drainage Structure Northwest of 2217 Kent Place, Utility Designation 2014-2015
- City of Largo Resurfacing of Commerce Dr. North, South & West (1500 LF), Utility Location 2014-2015
- City of Treasure Island 121st Ave. & Lagoon Lane, Utility Location 2015

Seminole County Municipalities, as Prime Consultant
- City of Sanford US Hwy. 17/92 Hidden Lake Raw Water Line, Utility Designation 2014
- City of Casselberry 1315 Elm Dr. Pump Station Relocation, Utility Designation/Location, Permitting 2013
- City of Sanford Sanford Ave. Streetscape Design, Utility Designation/Location 2012

Seminole County Municipalities, as Sub-Consultant
- City of Oviedo Iron Bridge Water Reclamation Facility Biosolids Dewatering System, Utility Designation/Location 2016

Toho Water Authority, as Prime Consultant
- Lake Marion Plant, Polk County, Utility Designation 2016

Education

Dutchess Community College 2 years Liberal Arts; Numerous FDOT and Equipment Training Seminars; Ground Penetrating Radar (GPR) Certified; Confined Space Safety Awareness Training; MOT Trained and Certified.

Professional Organization Membership

Associate Member of: Sunshine State One Call; and Florida Utilities Coordinating Committee; Catholic Cemetery Conference; American Public Works Association; and American Society of Civil Engineers, East Central Branch

BRIAN POHL, PE
Contract Manager/Testing Engineer

Mr. Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential and industrial facilities and small to large roadways. He has **18 years of experience** that includes shallow and deep foundation and testing services analysis (including spread footing and pile foundations); geotechnical studies for roadway and bridge projects and land development; design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl also has experience with various pavements, rigid and flexible design, and has provided earthwork recommendations for underground utilities within problematic soil conditions. Mr. Pohl has also performed Weap Analyses and Pile Driving Analyses for FDOT and commercial projects.

Mr. Pohl has managed the geotechnical and/or materials testing for the following projects:

- I-95 & I-4 Interchange Design Build (Geotechnical and CQ Services) Volusia County, Florida
- Beach Street Force Main Improvements (Geotechnical and Testing) Daytona Beach, Florida
- World Class Distribution Center (Trader Joe's) (Geotechnical and Testing Inspection Services) Volusia County, Florida
- Clyde Morris Boulevard Widening Project (Geotechnical Services), Daytona Beach, Florida
- Tanger Retail Outlet Mall, I-95 & LPGA; (This project is in initial phase of construction (Geotechnical and Testing Services), Volusia County, Florida
- Williamson Boulevard Widening Project, (Geotechnical & QC Services) Volusia County, Florida
- SR 415 Pedestrian Bridge, (Geotechnical & QC Services) Volusia County, Florida
- SR 442 Pedestrian Bridge, (Geotechnical Services), Volusia County, Florida
- Daytona Beach International Airport Drainage Improvements
- SR 9A & 9B Geotechnical Evaluation, Jacksonville, Florida
- US92 Trail Project, Volusia County
- Spring to Spring Rail Trail, Volusia County, Florida
- Edgewater Trail Project, Edgewater, Florida

EDUCATION
Bachelor of Science, Civil Engineering, University of Central Florida, 1998

LICENSES
Professional Engineer - Florida

TOTAL YEARS OF EXPERIENCE
18

YEARS WITH UES
13

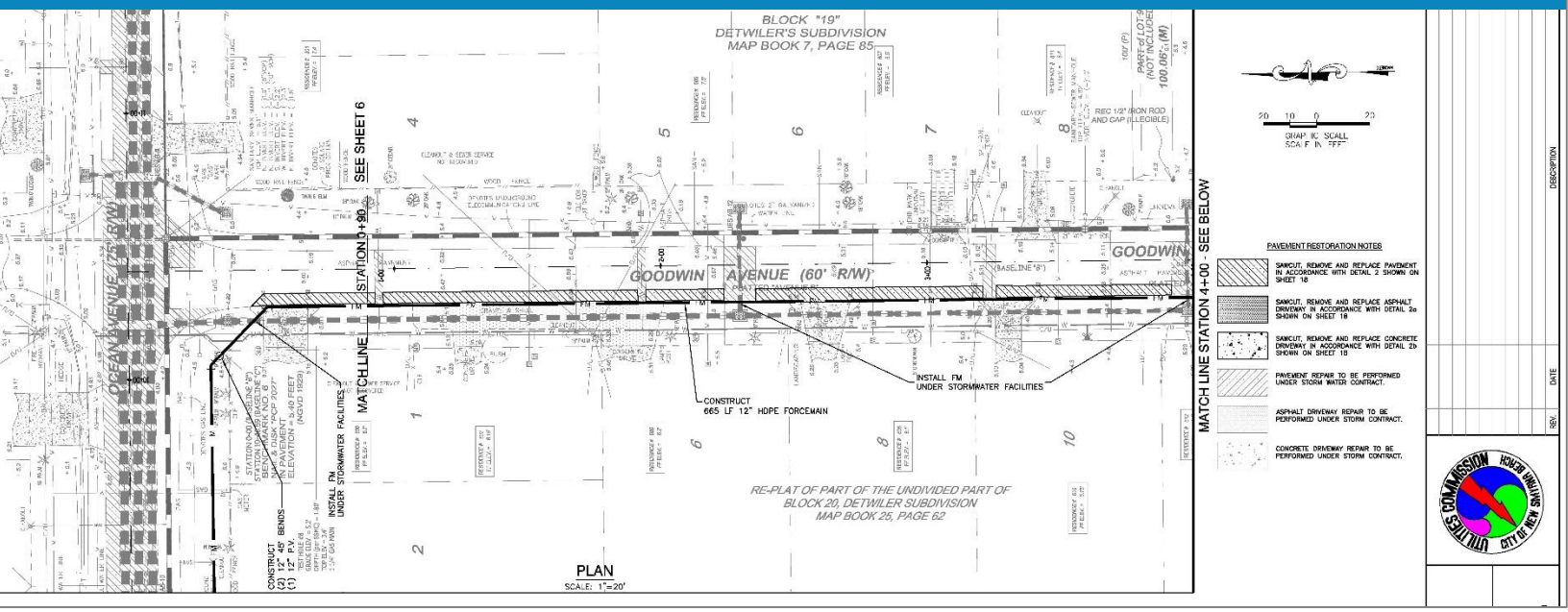
RFQ 12-17-ENG

Continuing Professional Engineering Services

Experience

Pegasus ENGINEERING

Experience



1.0 SUMMARY OF EXPERIENCE ON PREVIOUS PROJECTS

Please refer to the end of this section for six (6) representative "project profiles" for various governmental projects successfully completed by Pegasus within budget and on schedule or ahead of schedule that fall within the categories requested by the City.

Project Name	Client
Central Beach Flood Mitigation Improvements – Phase III	City of New Smyrna Beach, Florida
Devonshire and Harbour Isle Drainage Improvements	City of Longwood, Florida
West Side Emergency Flood Management System (WSEFMS)	City of DeBary, Florida
Traffic Roundabout "LAP" Project at Maguire Road/Park Avenue and Windermere Elementary School	Town of Windermere, Florida
New Sessions School Road	City of Winter Garden, Florida
City of Winter Springs Continuing Traffic Engineering Consultants	City of Winter Springs, Florida

2.0 LIST OF SIMILAR PROJECTS

As described throughout this submittal, Pegasus senior professionals have successfully completed a wide variety of services for governmental clients across Florida. Following is a representative list of such projects / services for governmental entities. Also, included is a typical project approach utilized by our Sr. Project Manager on each assignment, with modifications made as necessary to adapt to the specifics of each assigned project, site history, constraints, and opportunities, etc.

- **Maguire Road / Park Avenue Roundabout**

  For: Town of Windermere, Florida
  Services included fast-track planning, design, MOT / detour plan, R/W acquisition (from Orange County, School Board, and Orlando Utilities Commission), and construction phase services with full-time on-site inspection of this highly acclaimed traffic roundabout and pedestrian improvements project. Construction was required to be completed within an absolute 6 week deadline immediately prior to start of the fall 2010 school year at adjacent Windermere Elementary School. Pegasus developed an innovative Maintenance of Traffic Plan and Detour Plan to shut down the intersection to allow 14-hour daily construction periods, including some necessary night-time paving operations, thereby reduced the construction period by an estimated 2 months.

- **Pace Road Enhancements & Multi-Use Trail**

  For: Polk County Government
  The project scope included a 0.9-mile design of urban roadway, 12 foot wide trail along with continuous landscape, hardscape (benches, receptacles), and decorative lighting.

- **East Altamonte Springs Sidewalk Improvements for Sunrail Accessibility**

  For: Altamonte Spring for Seminole County Government
  The project included design of approximately 12,000 feet of sidewalks in the vicinity of the new Sunrail Station in Altamonte Springs.

- **New Sessions School Road (Renamed Sunridge Blvd)**

  For: A joint effort between City of Winter Garden, Orange County, and School Board
  Project included design of new 0.5 mile roadway with 2-lane urban typical section with provisions for future 4-laning, intersection improvements at Avalon Road with signalization, 8-foot sidewalk, and 38-foot median for future inside widening.

- **Seminole County Intersection Improvements**

  For: Seminole County Government
  Services included design of improvements at over 50 intersections, including signalization and other pedestrian safety features at over 50 intersections.

3.0 CITATIONS, VIOLATIONS AND LITIGATION

Pegasus Engineering has not been involved in any lawsuits relative to company contracts or other company business nor has it failed to complete in accordance with any contract regarding non-performance, nor any officer or partner has failed to complete a contract handled in his/her name over the last five (5) years. To the best of our knowledge, Pegasus Engineering, LLC has not failed to complete any assignment or is not presently involved in any conflicts, disputes or litigation. To date, Pegasus Engineering, LLC has never been involved in any such legal actions.

4.0 ADDITIONAL INFORMATION: PROJECT APPROACH

Pegasus' senior professional staff members and our Team of highly qualified sub-consultants have successfully provided services on a wide variety of projects for various cities and counties in Florida. The following narrative provides a listing of typical design project activities and tasks that Pegasus utilizes in developing a detailed scope of services, prior to an initial review during project scope and schedule development with governmental staff members. While the work project delivery format below is based on a 30%, 60%, 90%, and final plans submittal sequence, project schedules can be significantly accelerated to meet required completion dates.

Scope Preparation & Existing Conditions Review

- Pegasus Initiates each Scope Preparation with a Comprehensive Review of all Available Documentation, including Planning Reports, As-Built Plans, Permit Data, Completed and/or Proposed Adjacent Projects, etc.

- Based on the nature of the assignment and the various services that may be required (i.e. surveying, geotechnical, site contamination, SUE, architectural, landscape, environmental assessment electrical, etc.), commitments are obtained from necessary qualified sub-consultants to participate on our Project Team and assist in the development of the detailed scope of services, project schedule, and fees.
- Meeting with Staff & Other Departments to Develop Complete Understanding of Objectives, Project Background, Brainstorming, & any other Pertinent Information
- Identify all Critical Project Issues
- Utilize Sunshine State One-Call for all Existing Utilities in Project Area
- Determine Survey, Geotechnical & Environmental Analysis Investigation Limits
- Obtain all Available GIS Information
- Conduct Pre-Application Meeting with the SJRWMD & other Regulatory Agencies
- Develop Project Schedule for Review with Staff
- Complete Scope & Fee Negotiations
- Receive County's Notice-to-Proceed

Preliminary Engineering & 30% Plans Phase

- Design / Topographic Survey
- Confirm Existing Right-of-Way Limits
- Complete Geotechnical Investigation
- Complete Wetland & Floodplain Delineation
- Develop Typical Section & Horizontal/Vertical Geometry
- Develop Preliminary Drainage & Stormwater Management Design
- Subsurface Utility Locates (SUE)
- Preliminary Utilities Plan
- County Review of 30% Plans
- If Requested and Authorized, Prepare Exhibits for Public Meetings & Provide Meeting Assistance

60% Construction Plans

- Final Project Geometry
- Drainage Design & Stormwater Management Plan
- Signing & Marking Plans
- Maintenance of Traffic Plans

60% Construction Plans (Cont'd)

- Stormwater Pollution Prevention Plan (SWPPP)
- Utilities Design
- Preliminary Quantities Estimate
- Preliminary Cost Estimate
- Preliminary Right-of-Way Requirements
- County Review of 60% Plans Submittal
- Prepare & Submit Permit Applications

100% Plans

- Final Plans & Quantities
- Finalize Right-of-way Requirements
- QA/QC Process & Constructability Review
- Value Engineering Review for Potential Cost Savings

Permitting

- Schedule Early Meetings with SJRWMD & Other Regulatory Agencies
- Prepare & Submit Permit Applications at 60% Plans Submittal

Utility Coordination

- Identify & Coordinate with All Utilities
- Utilize SUE Information with Horizontal / Vertical Locates
- Submit Construction Plans to affected utility companies
- Address Potential Conflicts
- Finalize Utility Coordination Plans

Cost Estimate

- Develop Final Cost Estimate for Submittal with 100% Plans based on Latest Unit Price Data

Bidding Phase Assistance

- Prepare Project Manuel, Bid Forms and Technical Specifications
- Technical Specifications
- Attend Pre-bid Meeting if Authorized
- Assist with Analysis of Bids if Authorized

Post-Design Services

- Attendance at Pre-Construction Meetings and Progress Meetings as Authorized
- Review Shop Drawings
- Respond to RFI's
- Provide Project Closeout Assistance, Including As-Built Review, Certifications, etc.

Project Manager Responsibilities

After our receipt of the Notice-to-Proceed from the City for any specific assignment, Mr. David Hamstra, our designated Program Manager, will be responsible for insuring that the following activities and items are properly completed. Our Team's "Kick-off Meeting" will be held with our designated Team members to clearly define the scope of services, set task responsibilities, establish schedules, and milestones, and review reporting assignments. All project decisions will be documented. All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations. All supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the work is performed. All telephone conversations and meetings that include or affect a project decision will be documented. Minutes of meetings will be prepared and distributed to attendees promptly for confirmation of decisions made, with the meeting minutes then filed after appropriate correction.

All pertinent calculations will be made on standard computation forms. In strict accordance with our long-established QA/QC Program, all documents will be reviewed and/or checked by a designated qualified QC reviewer who is not directly performing the initial work activity. The reviewing individual will sign and date the documents and prepare a record of review. Review

comments will be resolved by the originator of the document and checked again until corrected. Our Program Manager will maintain a detailed inventory of all comments received during the course of the project. This data will be fed into our checklist system, which will identify the person responsible for dealing with the comment, the schedule for addressing the comment, and the current status. Our Team sub-consultants will be required to provide documentation that their firms work products have similarly been QA/QC reviewed prior to submittal.







CENTRAL BEACH FLOOD MITIGATION IMPROVEMENTS PHASE III

CITY OF NEW SMYRNA BEACH, FLORIDA

Services Provided:
- Design
- Permitting
- Construction Plans
- Bid Documents
- Public Meetings
- Grant Assistance
- CEI Services

Engineering Fees:
$643,542 (Design and Permitting)
$85,510 (CEI Services)

Design & Permitting Services Completion Date:
September 2014

Low Construction Bid:
$8,790,553

Final Construction Cost:
$9,126,519 (Cost Increase Resulted from City Requested Additional Work Items)

Construction Completion Date:
October 2017 (Original Schedule)
December 2016 (Actual)

Client Reference:
Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
386-410-2811 / 386-410-2804 (fax)
kfegley@cityofnsb.com

Project Manager:
David Hamstra, P.E., CFM

Senior Project Engineer:
Mike Bruegger, P.E.

Project Engineer:
Johan Rodriguez, P.E., CFM

During November of 2001, the Central Beach area experienced significant structural and roadway flooding due to several factors, ranging from approximately 9.5-inches of rainfall and high tides to reduction in flood storage, and increased impervious area due to in-fill development over the years. Immediately after the 2001 flooding event, the City of retained a local engineering firm to prepare a drainage study for the Central Beach area. Subsequently, construction plans were prepared by for Phases I and II, and construction of the improvements was completed. Since the completion of Phases I and II, the City retained Pegasus Engineering to provide design and permitting services, and prepare bid documents (construction plans and specifications) in order to implement the Phase III Improvements within the 206-acre watershed. In addition, Pegasus assisted the City in preparing conceptual construction plans in support of the application for a Flood Mitigation Assistance (FMA) grant from the Federal Emergency Management Agency (FEMA) / Department of Emergency Management (DEM). More importantly, Pegasus was able to assist the City in securing a $5,040,000 FMA grant in order to construct the Phase III Improvements. The proposed Phase III improvements consist of stormwater conveyance improvements which include upgrades to the existing systems and construction of new storm sewer systems to provide adequate flood protection for the residences within the Central Beach watershed. Specifically, the Phase III improvements are located within the rights-of-way of the following twelve (12) roads: Columbus Ave., Cedar Ave., Oakwood Ave., Carol Ave., Ocean Ave, Hope Ave., Maralyn Ave., Canova Dr., Goodwin Ave., South Pine St., Cooper St., and 2nd Ave. In addition to the conveyance system upgrades (storm sewer pipes, drainage inlets, and pumps), exfiltration systems are proposed within segments of the Cooper St., Oakwood Ave., and Ocean Ave. rights-of-way in order to provide water quality treatment. The total length of the proposed improvements area are located within approximately 18,000 linear feet of right-of-way. As part of the engineering services, senior Pegasus staff coordinated with subconsultant Daniel W. Cory Surveyor, LLC for the boundary, location, and topographic survey of the proposed project area, Southeastern Surveying and Mapping Corporation for sub-surface utility mapping using ground penetrating radar (GPR) technology, and Universal Engineering Sciences for geotechnical investigation. Close coordination with various utility entities (AT&T, Florida Public Utilities, and NSB Utilities Commission) was conducted in addition to performing field reviews to confirm the accuracy of the survey drawings and to establish the contributing drainage basin areas. A detailed hydrologic and hydraulic (H&H) model using the ICPR computer program was created for the existing and proposed conditions in order to accurately determine the extent of the flooding and the benefits obtained from the proposed improvements. Various pre-application meetings with SJRWMD were conducted in order to establish the design criteria and permit requirements and subsequently obtain an Environmental Resource Permit (ERP). Pegasus assisted the City with the bid process and continued to provide post-design services (i.e. shop drawing review, limited inspections, provide responses to requests for information, FEMA reimbursement requests, etc.) **until the completion of the improvements originally scheduled for June 2017, but actually completed ahead of schedule in December, 2016. The low construction bid was $8,790,553, and the final construction costs for drainage, utilities, and paving improvements was $9,126,519. The 3.8 percent increase was a result of City requested additional work.**







DEVONSHIRE AND HARBOUR ISLE DRAINAGE IMPROVEMENTS
CITY OF LONGWOOD, FLORIDA

Services Provided:
- Preliminary Engineering
- Final Design and Permitting
- Post-Design and CEI Services

Engineering Fees:
$ 74,012

Project Cost:
$160,797
(for all three construction projects)

Professional Services Completion Date:
2012 - 2014

Construction Completion Date:
June 2014

Client Reference:
Jon Williams, City Manager
City of Longwood
175 West Warren Avenue
Longwood, Florida 32750
407-260-3445
407-260-3419 (fax)
jwilliams@longwoodfl.org

Project Manager:
David Hamstra, P.E., CFM

Senior Project Engineer:
Greg Teague, P.E., CFM

Devonshire Subdivision is located to the north of SR 434 and North Island Lake (aka Mud Lake), just south of Sutter Loop (within Tiberon Subdivision), extending west from Rangeline Road to the Woodlands Subdivision. Drainage improvements were required at the east end of Chelsea Road (within the cul-de-sac), which is located in the northeast corner of Devonshire Subdivision, within Section 36, Township 21 South and Range 29 East. Although the Chelsea Road cul-de-sac is "topographically situated" within the North Island Lake watershed, stormwater runoff was not historically conveyed to North Island Lake through drainage inlets and storm pipes. Because the elevation of the residential lots prevent overfland flow to nearby conveyance systems, stormwater runoff drains east along Chelsea Road where it is eventually trapped within the east end of the cul-de-sac. As a result, the Chelsea Road cul-de-sac has experienced repetitive localized flooding as documented within photographs provided by the affected residents. Pursuant to pre-application meetings conducted with representatives of the St. Johns River Water Management District (SJRWMD) on November 17, 2011 and August 9, 2012, implementing drainage improvements (inlets and pipes) to prevent localized flooding within the Chelsea Road cul-de-sac required additional provisions for water quality. Because water quality improvements could not be implemented within the Chelsea Road cul-de-sac, "compensating treatment" was provided at other locations within the contributing watershed for North Island Lake. More specifically, water quality improvements were implemented at the following locations to prevent an increase in pollutant loads (in the form of Total Phosphorus and Total Nitrogen) discharged to North Island Lake by the flood mitigation improvements for the Chelsea Road cul-de-sac.

- A 2nd generation (nutrient separating) baffle box, with a permitted nutrient removal efficiency of 15.5% for approximately 9.5 acres of residential land use within the contributing drainage area, was installed on Devonshire Boulevard just east of Preston Road (Devonshire Subdivision).

- A 2nd generation (nutrient separating) baffle box, with a permitted nutrient removal efficiency of 15.5% for approximately 8.9 acres of residential land use within the contributing drainage area, was installed on Autumn Brook Circle just east of Harbour Isle Way (Harbour Isle Subdivision).

Because the proposed flood mitigation improvements are retrofit in nature, the residents were informed that a flooding potential will still exist at the Chelsea Road cul-de-sac. For all practical purposes, improved flood protection for the Chelsea Road cul-de-sac is limited by the conveyance capacity that is provided by the downstream drainage system (point of connection) on Rangeline Road. Although flooding may still occur whenever the peak runoff rate exceeds the peak discharge rate that can be conveyed by the downstream drainage system on Rangeline Road, the duration of flooding is substantially reduced.

This project was completed within budget and ahead of schedule.





WEST SIDE EMERGENCY FLOOD MANAGEMENT SYSTEM (WSEFMS)
CITY OF DEBARY, FLORIDA

Services Provided:
- Permitting
- Construction Plans
- Bid Documents
- Public Meetings
- Grant Assistance
- Post-Design Services

Engineering Fees:
$836,000 (Design and Permitting)
$420,670 (CEI Services)

Project Cost:
$6,575,915 (Construction)

Completion Date (Construction):
December 2011 (WSEFMS)
May 2013 (WSEFMS Expansion)

Client Reference:
Kevin Hare
Construction Services Manager
City of DeBary
16 Colomba Road
DeBary, Florida 32713
386-668-2040 / 386-668-4122 (fax)
khare@debary.org

Project Manager:
David Hamstra, P.E., CFM

Senior Project Engineers:
Greg Teague, P.E., CFM
Leylah Saavedra, P.E., CFM

Project Engineer:
Johan Rodriguez, P.E., CFM

This project was completed within budget and per the anticipated schedule

During the 2004 hurricane season, and its 2005 after-math, the City of DeBary endured extended periods of abnormally high lake levels. In turn, this caused chronic flooding throughout the City forcing road closures and home evacuations, disabling septic systems (leaving citizens no alternative but to share portable toilets with their neighbors), and causing the City government to expend a large portion of its General Fund to manage the devastation. Recognizing that 33 out of the 34 City lakes are land-locked, the City of DeBary in conjunction with their consulting engineers devised the West Side Emergency Flood Management System (WSEFMS).

The project consisted of a network of three (3) permanent stormwater pump stations and six (6) miles of stormwater force mains designed to maintain the water level of historically problematic lakes so that they are able to withstand and/or respond to major rainfall events or series of events. Due to the cooperation of numerous stakeholders including Progress Energy, Florida Power & Light, the State of Florida (FDOT), FEMA, Volusia County, and the SJRWMD, this project gained traction at every level and become a reality. For DeBary residents, their City's infrastructure is now capable of protecting them from catastrophic loss.

Excess stormwater runoff from extreme rainfall events that will accumulate at the existing stormwater pond at the intersection of U.S. Highway 17/92 and DeBary Plantation Boulevard, will be pumped through large stormwater pipes/force mains (ranging in size from 16-inches to 36-inches) heading west along DeBary Plantation Boulevard and south along Donald E. Smith Boulevard, ultimately discharging into a large City-owned 40 acre borrow-pit (approx. 25 feet deep).

Several grants secured for the funding of this project were sponsored by FDOT ($1 million dollars), FDEP ($500,000 dollars) and FEMA (HMGP Grant of $7,290,000 at 75% Federal match), which covered expenses incurred from the design phase to final project construction. In January 2012, FEMA expanded the scope of services covered under the original WSEFMS grant to include three additional projects: the Pine Valley Court Drainage Improvements, the No Name Lake Outfall Improvements and the Lakeside Gravity Outfall System – Phase I projects. The original WSEFMS project was completed in July 2010 while the construction of the WSEFMS expansion was finalized in December 2012.

The FEMA grant program required extensive documentation related to the receipts and estimates of property damage and replacement costs. Detailed Benefit-Cost Analyses were prepared in order to confirm that the project would qualify for the maximum amount of assistance from FEMA. The City's consulting engineers communicated often with FEMA staff to keep them up to date with the project design and progress, and to prevent miscommunications through the application documentation. Pegasus staff prepared quarterly progress reports and reimbursement requests to the Division of Emergency Management (DEM). Pegasus staff also coordinated with the FDOT and the FDEP in order to secure $1,500,000 in additional reimbursements.

All six (6) phases of the original WSEFMS project are constructed, including the additional three projects previously mentioned.

Traffic Roundabout "LAP" Project at Maguire Road/Park Avenue & Windermere Elementary School
Windermere, Florida

Services Provided:	**Planning, Design, Right-of-Way Acquisition, L.A.P. Project Administration, Bid & Construction Phase Services**
Engineering & Inspection Fees:	**$65,000**
Project Construction Cost:	**$255,000**
Start Date:	**2008**
Completion Date:	**2010**
Client Reference:	**Craig McNeal Former Public Works Supervisor Town of Windermere 352-241-8940**

Town of Windermere
Among the Lakes

Project Design Staff:
Fursan Munjed, P.E., Project Engineer
Keith Johnson, P.E., Engineer
Sean Beck, Sr. Designer



This highly acclaimed FDOT Local Area Program (L.A.P.) project was completed ahead of schedule and under budget. It was conceived and planned to alleviate a serious traffic congestion and school pedestrian safety concern at the 3-way intersection of Maguire Road and Park Avenue, adjacent to the Windermere Elementary School. Our Project Manager initially developed a preliminary plan to establish overall project feasibility and to identify additional right-of-way required for this project. He also coordinated with Orlando Utilities Commission (O.U.C.) to obtain a donation of right-of-way on the east side of Maguire Road, adjacent to the Orlando Area Rowing Society ("O.A.R.S.") facility. He also worked closely with the Orange County Public School District to obtain a donation of right-of-way along the west side of Maguire Road at the northwest quadrant of the project. Our Project Manager was also successful through his long term coordination with the private owner of the previous railroad right-of-way to obtain a donation of right-of-way at the southwest quadrant of the project. Pegasus also coordinated with the affected public utilities including: Progress Energy; Lake Apopka Natural Gas District; Orange County Public Utilities; and CenturyLink. This coordination resulted in relocation of two (2) Progress Energy overhead power lines, relocation via directional drill of a section of natural gas pipeline, and relocation of a Fire-hydrant. Our Project Manager was also able to modify certain plan elements to save specimen trees.



Pegasus prepared a full set of bidding documents, followed by preparation of a bid tabulation and recommendation of award. Pegasus developed a detailed Traffic Control Plan (TCP) with detours that allowed the intersection to be shut down for a 3-week period in July, 2010 so the project could be fast-tracked. The project was completed within 4 weeks and opened for service in time for the start of the 2010-2011 school year, which was the reason for fast tracking the construction. Traffic flow has greatly improved during peak periods, and school officials laud the project.

New Sessions School Road
City of Winter Garden, Florida

Services Provided:	**Final Construction Drawings, Permitting, Survey and Right-of-Way Mapping**
Engineering Fees:	**$454,236**
Construction Cost:	**$2,150,000**
Start Date:	**2008**
Completion Date:	**2011**
Client Reference:	**Don Cochran Assistant City Manager City of Winter Garden 300 W. Plant Street Winter Garden, Florida 34787 407-656-4111 407-656-4952 (fax) dcochran@cwgdn.com**

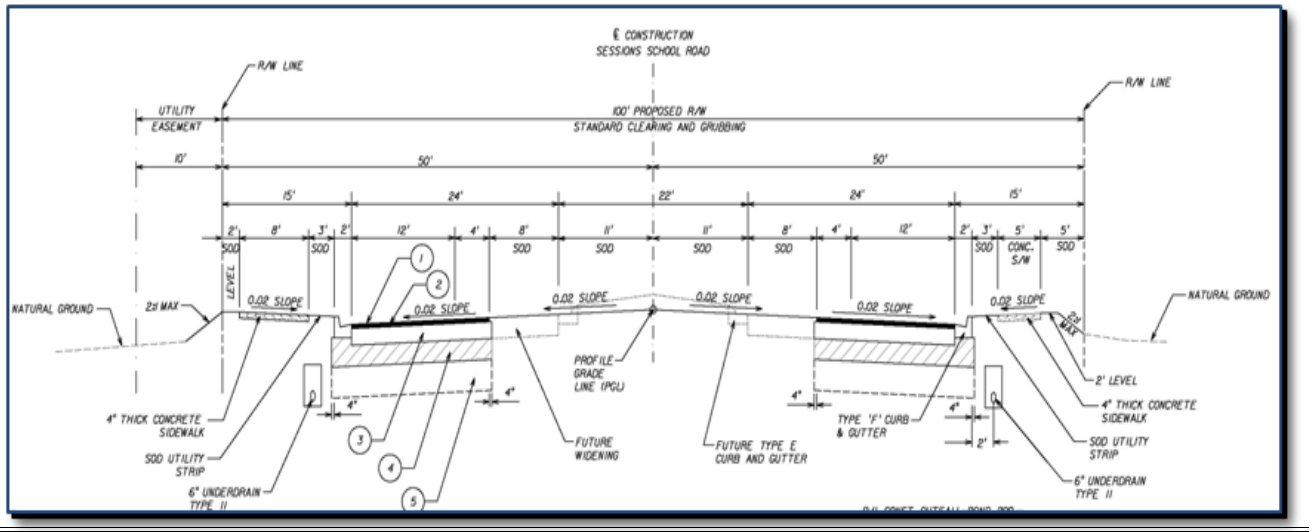
Key Project Staff:
Fursan Munjed, P.E., Project Manager
Juan Fong, P.E., Senior Engineer
Sean Beck, Senior Designer

This project was completed within budget and ahead of schedule.

This new road project was a joint effort between the City of Winter Garden, Orange County School Board, and adjacent property owners to construct a new roadway to provide an east-west connection from Avalon Road to Siplin Road and access to the new elementary school and future development.

This project included the permitting, final construction plans, specifications, and bidding of Session School Road (since named SunRidge Boulevard) from Avalon Road to Siplin Road. The construction improvements consist of 0.5 mile of a new roadway with a 2-lane urban typical section with provisions for future 4-laning. Intersection improvements such as turn lanes and traffic signalization at Avalon Road are also included.

The typical section for Session School Road includes an 8-foot sidewalk, curb and gutter, 12-foot lanes, 4-foot shoulders and a 38-foot wide median for future inside widening.



Services Provided:	**Preliminary Engineering Study, Final Construction Plans, Permitting**
Start Date:	**2008**
Completion Date:	**On-going**
Client Reference:	**Brian Fields, P.E. Comm. Development Director 1126 East State Road 434 Winter Springs, Florida 32708 407-327-1800 407-327-6695 (fax) bfields@winterspringsfl.org**

Key Project Staff:
Fursan Munjed, P.E., Project Manager
Juan Fong, P.E., Project Manager
Keith Johnson, P.E., Project Engineer

All of the intersection improvements projects listed below have been completed on schedule and within budget.

- **Design Services:** This continuing contract had included the design and construction of intersection improvements, including signalization improvements and turn lane improvements at the following intersections:

  - State Road 434 at Vistawilla Drive
  - State Road 434 at Tuskawilla Road
  - State Road 434 at Wagner's Curve
  - State Road 419 at Edgemon Avenue
  - State Road 419 at Moss Park Road
  - Tuskawilla Road at Trotwood Boulevard
  - Tuskawilla Road at Winter Springs Boulevard

  The signalization improvements included the design of fluted mast arm signal poles with decorative bases and acorn type light fixtures consistent with the City of Winter Springs Town Center Criteria. The turn lane improvement projects, required for safety and capacity reasons, included drainage modifications, pavement design, signing and pavement markings and utility coordination.

- **Permitting Services:** Pegasus Engineering prepared and submitted to Florida Department of Transportation (FDOT - District 5) Permit Applications to construct the proposed improvements along the State roadways. Also, the plans were submitted to Seminole County for review and approval.

- **Joint Funding Negotiations:** Pegasus Engineering, on behalf of the City of Winter Springs, made requests from the State for joint funding of improvements along the State roadway system and was able to secure this funding for two projects. Also, Pegasus Engineering assisted the City in negotiating with developers for fair share contribution at proposed development locations.

- **Bidding Phase and Construction Administration Phase Services:** Pegasus Engineering was responsible for preparing the bid documents for these projects, distributing the contract documents to bidders, evaluating the bids including bonds and references, and providing the City with a letter of recommendation to award the contract. Pegasus Engineering also was responsible for the construction administration of these projects. This included shop drawing reviews, schedule reviews, field meetings to resolve construction related issues, payment review and approval, and final acceptance

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Continuing Professional Engineering Services

Client References

Pegasus ENGINEERING

Client References



1.0 REFERENCES

The following provides a representative listing of Pegasus clients that have received similar services as described within the scope of services pertinent to this contract, whom the City may contact concerning our company's performance on similar continuing contracts.

Reference No. 1	City of Orange City
Address	205 East Graves Avenue
City, State, ZIP	Orange City, Florida 32763
Contact Person	Raul Palenzuela, P.E., Deputy Public Works Director / City Engineer
Telephone & E-mail	386-775-5446 / rpalenzuela@ourorangecity.com
Date(s) of Service	Senior Pegasus staff has provided services to the City of Longwood since 2011
Type of Service	Data Collection, Field Work, Inventory, Mapping, Hydrologic/Hydraulic Analysis, Engineering Report, Site Plan Reviews, NPDES Services, Preliminary and Final Design, Modeling, Permitting, Construction Drawings, Post-Design Services, CEI Services, Grant Management and Public Meetings

Reference No. 2	City of Longwood
Address	175 West Warren Avenue
City, State, ZIP	Longwood, Florida 32750
Contact Person	Jon Williams, City Manager
Telephone & E-mail	407-260-3445 / jwilliams@longwoodfl.org
Date(s) of Service	Senior Pegasus staff has provided services to the City of Longwood since 2009
Type of Service	Data Collection, Field Work, Inventory, Mapping, Hydrologic/Hydraulic Analysis, Engineering Report, Site Plan Reviews, NPDES Services, Preliminary and Final Design, Modeling, Permitting, Construction Drawings, Post-Design Services, CEI Services and Public meetings

Reference No. 3	City of DeBary
Address	16 Colomba Road
City, State, ZIP	DeBary, Florida 32713
Contact Person	Alan Williamson, FPEM, Public Works Director
Telephone & E-mail	386-668-2040 / awilliamson@debary.org
Date(s) of Service	Senior Pegasus staff has provided services to the City of DeBary since 2002
Type of Service	Data Collection, Field Work, Inventory, Mapping, Hydrologic/Hydraulic Analysis, Engineering Report, Site Plan Reviews, NPDES Services, Preliminary and Final Design, Modeling, Permitting, Construction Drawings, Post-Design Services, CEI Services, Grant Management and Public Meetings

Reference No. 4	City of Mount Dora
Address	3787 Lake Center Drive
City, State, ZIP	Mount Dora, Florida 32757
Contact Person	John Peters, III, P.E., Director of Public Works and Utilities
Telephone & E-mail	407-292-8580 / PetersJ@ci.mount-dora.fl.us
Date(s) of Service	Senior Pegasus staff has provided services to the City of Altamonte Springs since 2015
Type of Service	Data Collection, Field Work, Inventory, Mapping, Hydrologic / Hydraulic Analysis, Engineering Report, NPDES, Engineering Design, Modeling, Permitting, Construction Drawings, Post-Design Services, Public Meetings

Reference No. 5	City of Ocoee
Address	301 Maguire Road
City, State, ZIP	Ocoee, Florida 34761
Contact Person	Stephen Krug, Public Works Director
Telephone & E-mail	4107-905-3170 / SKrug@ci.ocoee.fl.us
Date(s) of Service	Senior Pegasus staff has provided services to the City of Altamonte Springs since 1992
Type of Service	Data Collection, Field Work, Inventory, Mapping, Hydrologic / Hydraulic Analysis, Engineering Report, NPDES Services, Engineering Design, Modeling, Permitting, Construction Drawings, Post-Design Services, Public Meetings

Reference No. 6	City of Altamonte Springs
Address	950 Calabria Drive
City, State, ZIP	Altamonte Springs, Florida 32714
Contact Person	Danielle Marshall, CFM, Streets and Stormwater Division Director
Telephone & E-mail	407-571-8610 / dmarshall@altamonte.org
Date(s) of Service	Senior Pegasus staff has provided services to the City of Altamonte Springs since 1992
Type of Service	Engineering Design, Modeling, Permitting, Construction Drawings, and Post-Design Services

In addition to the client reference list previously presented, Pegasus Engineering is pleased to include in this proposal surveys of past performance completed by our clients, which demonstrate the high level of performance received and their satisfaction with the engineering services rendered by our company (refer to Tab 6).

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Continuing Professional Engineering Services

Other

Pegasus ENGINEERING

Other

1.0 OTHER QUALIFICATIONS/PERFORMANCE DATA FOR CONSIDERATION

Pegasus Engineering's Extensive Grant Expertise

One of the major strengths of the senior personnel of Pegasus' Stormwater Department is the ability to secure grant money from various local, state and federal programs. Proposed capital improvement projects are costly and require a substantial financial commitment from the municipality. However, there are numerous programs that provide funding to alleviate some of the financial burden and allow projects to move forward. Grant funding has been secured by or with the direct assistance of our senior personnel on behalf of various municipalities from the following sources:

FDEP Florida Forever Program (TMDL Water Quality Non-Point Source Reduction Program)

- $400,000 for Seminole County (Club II Borrow Pit Stormwater Management Facility)
- $850,000 for the City of Ocoee (Pioneer Key Regional Drainage Improvements)
- $1,575,127 for the City of Winter Garden (Dr. Bradford Memorial Park Regional Pond)
- $880,000 for the City of Ocoee (City Hall Regional Stormwater Pond)
- $1,170,000 for Lake County (Hollondel Road Regional Stormwater Pond)
- $1,105,000 for Polk County (Elizabeth Place Hydrologic Enhancement Program)

  $5,980,127 Total

FDEP 319 Non-Point Source Program

- $200,000 for the City of Edgewater (Reclaimed Water Augmentation Project)
- $362,942 for the Town of Windermere (Stormwater Outfall Improvements)
- $400,000 for Polk County (Elizabeth Place Hydrologic Enhancement Program)

  $962,942 Total

FDEP Joint Participation Agreement

- **$500,000** for the City of DeBary (West Side Emergency Flood Management System)

Florida Fish and Wildlife Conservation Commission

- $100,000 for the City of Ocoee (Bluford Avenue Pollutant Removal Structure)
- $100,000 for the City of Ocoee (City Hall Regional Stormwater Pond)

  $200,000 Total

SJRWMD Stormwater Cost-Share Program

- $25,000 for the City of Ocoee (Flewelling Drive/Spring Lake Water Quality Improvements)
- $50,000 for Orange County (Conway Estates Pollutant Removal Structure)
- $30,000 for Orange County (Pershing Avenue Pollutant Removal Structure)
- $231,905 for Lake County (Acorn Road Water Quality and Drainage Improvements)

  $336,905 Total

Lake County Water Authority (LCWA) Stormwater Treatment Grant

- $300,000 for Lake County (Getford Road Stormwater Park)
- $250,000 for Lake County (Hollondel Road Stormwater Retrofit Project)
- $250,000 for Lake County (Dead River Road Regional Pond)

  $800,000 Total

Federal Emergency Management Agency (FEMA)

- $8,467,000 for the City of DeBary (West Side Emergency Flood Management System)
- $428,000 for Orange County (Regency Industrial Park Drainage Improvements)
- $36,375 for the Town of Windermere (First and Oakdale Drainage Improvements)
- $116,250 for the Town of Windermere (12th and Oakdale Drainage Improvements)
- $2,118,220 for the City of DeBary (9-Home Buy-Out Program)
- $252,641 for the City of DeBary (121 Pine Valley Court Buy-Out Program)
- $576,000 for the Florida Hospital Fish Memorial (Stormwater Ponds)
- $650,000 for the City of DeBary (Lakeside Gravity Outfall System)
- $225,000 for the City of DeBary (Naranja Road / 2nd Street Drainage Improvements)
- $1,500,000 for the Brevard County Natural Resources Management Office (Kingsmill Subdivision, Palomino Road and Aurora Road Food Hazard Mitigation Improvements)
- $5,040,000 for the City of New Smyrna Beach (Central Beach Flood Mitigation Improvements)
- $162,371 for the City of Milton (Glover Lane Lift Station Elevation Project)

- $80,000 for Santa Rosa County (Settlers Colony Drainage Improvements – Phase I Grant Services)
- $520,445 for Santa Rosa County (Settlers Colony Drainage Improvements – Phases I and II Grant Services)
- $6,228,230 for Santa Rosa County (Settlers Colony Drainage Improvements – Expansion Grant Services)
- $139,965 for Santa Rosa County (Patterson Lane & Pace Lane Drainage Improvements – Phase I Grant Services)
- $160,535 for Santa Rosa County (Maranatha Way & Chipper Lane Drainage Improvements – Phase I Grant Services)
- $177,250 for Santa Rosa County (Ranchettes Subdivision Drainage Improvements – Phase I Grant Services)

$26,798,282 Total

Environmental Protection Agency's (EPA) State and Tribal Assistance Grant (STAG)

- **$192,400** for the Town of Windermere (Stormwater Drainage Improvement Projects)

Community Development Block Grant (CDBG) Program

- $500,000 for the City of Ocoee (Pioneer Key Regional Drainage Improvements)
- $1,000,000 for the City of Ocoee (Pioneer Key II Infrastructure and Paving Improvements)
- $862,500 for the City of Ocoee (Lakewood Avenue Infrastructure and Paving Improvements)

$2,362,500 Total

Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA)

- $100,000 for Orange County (Lake Mary Jess Water Quality Improvements)
- $100,000 for Orange County (Hansel Avenue Pond Outfall Improvements)
- $1,000,000 for the City of DeBary (West Side Emergency Flood Management System)

$1,200,000 Total

Natural Resources Conservation Service (NRCS)

- **$568,000** for the City of DeBary (DeBary Villas and Glen Abbey Club)

Department of Community Affairs (DCA) CDBG 2008 Disaster Recovery Program

- $2,462,000 for Volusia County (Miller Lake)
- $3,470,000 for Brevard County (West Cocoa)

  $5,932,000 Total

As shown, our senior stormwater staff has secured or directly assisted to secure over **$46 million** in grant funds in recent years. In addition to obtaining grant funding, they have also assisted municipalities in implementing Stormwater Utilities and Stormwater Assessment programs in order to help fund flood control and water quality improvements. Pegasus Engineering has recently completed a stormwater assessment study for the City of DeBary, which currently generates $500,000 to $600,000 annually for the City, and has assisted in the establishment and approval of a $10 Million bond for stormwater improvement projects.

2.0 LIST OF ONGOING PROJECTS IN DESIGN OR CONSTRUCTION PHASE

As requested by the City, please find below a listing of Pegasus Engineering's active projects under design or in the construction phase.

PROJECTS UNDER DESIGN

- Thrill Hill Reservoir (Mount Dora)
- Five Points Connector Road (Seminole County)
- Public Works Facility (Mount Dora)
- Plant Street and East Crown Point Road Intersection Improvements (Winter Garden)
- Summerlin Avenue Baffle Box (Orange County)
- State Road 429 Northbound On-Ramp Improvements (Central Florida Expressway Authority)
- East Graves Avenue Drainage Improvements (Orange City)
- Pine Hills Road and Indialantic Drive Traffic Signal (Orange County)
- South Holly Avenue CRA Streetscape, Drainage and Utilities Improvements (Orange City)
- State Road 434 at City Hall Right Turn Deceleration Lane (Winter Springs)
- New Oxford Road Roadway and Drainage Improvements (Seminole County)
- Pine Hills Road and Rouse Road Landscape Plans (Orange County)

PROJECTS UNDER CONSTRUCTION

- County Road 535 (Orange County)
- Reiter Park Master Plan (Longwood)
- State Road 35 - Baseline Road (Marion County)
- Palm Island Park - Phase 2 Boardwalk Improvements (Mount Dora)
- State Road 674 (Hillsborough County)
- Rob Sullivan Park - Phase 2 Emergency Access Road Improvements (DeBary)
- Plant Street and Hennis Road Traffic Signal (Winter Garden)
- Mill Lake - Phase 3 Water Quality Improvements (Orange City)
- Lake Mary Boulevard VMS (Seminole County)
- Soldiers Creek Alum Treatment Facility (Seminole County)
- State Road 408 Milling and Resurfacing (Central Florida Expressway Authority)
- Alafaya Trail Landscape Plans (Orange County)
- County Road 491 (Citrus County)
- County Road 535 and Windermere High School (Orange County)

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Continuing Professional Engineering Services

Forms and Addendum

Pegasus ENGINEERING

SWORN STATEMENT UNDER SECTION 287.133(3) (1)
FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for RFQ 12-17-ENG Continuing Professional Engineering Services

This sworn statement is submitted by Pegasus Engineering, LLC

[Name of entity submitting sworn statement]

whose business address is: 301 W. State Road 434, Suite 309, Winter Springs, FL 32708 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0806410. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is Juan Fong and my relationship to the entity named above is Principal.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

_X_ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Sworn Statement
Page #2

Date: May 9, 2017



Signature

STATE OF: Florida

COUNTY OF: Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Juan Fong [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 9th day of May, 20 17.

My commission expires: April 27, 2018

Priscilla Villanueva
Notary Public

Priscilla Villanueva
Print, Type, or Stamp of Notary Public

PRISCILLA VILLANUEVA
MY COMMISSION #FF090519
EXPIRES April 27, 2018
(407) 398-0153 FloridaNotaryService.com

Personally known to me, or
Produced Identification:

Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Juan Fong
2. who was duly sworn, deposes, and states:
3. am the Principal of Pegasus Engineering, LLC with a local office in Winter Springs, Florida and principal office in Winter Springs, Florida
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 9th day May 20 17

Signature

Juan Fong, P.E. — Name of Affiant

Principal — Title

Sworn to and subscribed before me this 9th day of May 20 17

Personally known X OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida My commission expires April 27, 2018

Priscilla Villanueva
(Printed typed or stamped commissioned name of notary public)

PRISCILLA VILLANUEVA
MY COMMISSION #FF090519
EXPIRES April 27, 2018
(407) 398-0153 FloridaNotaryService.com

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 26-0806410

Firm Name: Pegasus Engineering, LLC

Mailing Address: 301 West State Road 434, Suite 309

Winter Springs, Florida 32708

Telephone No. 407-992-9160 Fax No. 407-358-5155

Email Address: juan@pegasusengineering.net Web Address: www.pegasusengineering.net

Service or Commodity Supplied: Stormwater, Roadway, and Grants

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
60 %	Lake Hiawassee Drainage Basin Evaluation (Orange County)	$ 103,648.46
30 %	Downtown Redevelopment Stormwater Master Plan (Ocoee)	$ 150,098.04
30 %	Thrill Hill Reservoir (Mount Dora)	$ 284,252.00

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

None at the present time.

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☒ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☒ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

TYPE OF FIRM:

[X] Corporation/Years in Business: 9.75 years If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
[ ] Partnership/Years in Business: _____
[ ] Sole Proprietorship/Years in Business: _____
[ ] Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Pegasus Engineering, LLC Company	301 West State Road 434, Suite 309 Address
 Authorized Signature	Winter Springs, Florida 32708 City, State, Zip Code
Juan Fong, P.E., Principal Printed Name & Title	407-992-9160 Telephone No.
juan@pegasusengineering.net Email	407-358-5155 Fax No.

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PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualifications.
Proposer should check off each of the following items as the necessary action is completed:

[X] All information as requested in the Proposer's Qualification Form is included.

[X] All applicable forms have been signed and included

[X] Any addenda have been signed and included.

[X] You have included the **electronic version** of your proposal (required), as well as the hard copies required.

[X] The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

[X] **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

[X] The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Pegasus Engineering, LLC Company	301 West State Road 434, Suite 309 Address
 Authorized Signature	Winter Springs, Florida 32708 City, State, Zip Code
Juan Fong, P.E., Principal Printed Name & Title	407-992-9160 Telephone No.
juan@pegasusengineering.net Email	407-358-5155 Fax No.

ADDENDUM 1

RFQ 12-17-ENG
CONTINUING PROFESSIONAL ENGINEERING SERVICES

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to Request for Qualifications **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES,** issued April 1, 2017.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation, RFQ 12-17-ENG, as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The bid opening remains May 9, 2017 at 3:00 PM.

Vendor questions:

1. Are you wanting a statement from our financial institution to satisfy this requirement or are you seeking something else?
   Would you please clarify what you would like to see?

   Answer: Financial Statement, credit score, any unsatisfied liens or judgements.

2. Your RFQ states that proof of insurance certification is to be submitted with the response. However, there are no guidelines as to dollar amounts and coverages you seek in order to get the COI from our provider.

Will you be releasing insurance parameters on coverages so I can give that to my provider and generate the proper Certificate of Insurance?

Answer:

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. Your company **is not required** to submit proof of insurance with this RFQ however, failure to provide proof of insurance as proscribed by this document no later than three (3) working days after your company is notified that it has been selected will automatically disqualify your firm from further consideration.

Workmen's compensation insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Contractor and employer's liability coverage providing limits as specified in the following paragraph:

Comprehensive General Liability $1,000,000 per person
Bodily Injury, including Death $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence
$1,000,000 aggregate

Comprehensive Auto
Auto Liability
$ 500,000 each person
Bodily Injury, including Death $ 500,000 each occurrence
Property Damage $ 200,000 each accident

Professional Liability: (errors and omissions) $1,000,000 (Minimum)

Furthermore, the Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant’s work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subcontractors, if any.

3. Please clarify –

Under Tab 2 Experience – Please provide documentation/summary of experience of no less than three (3) previous projects for each of the items below –

Is it acceptable to provide three projects that provide experience with all the bullets?

OR

Do we need to provide 3 projects for each bullet, if so, can they be the same projects if applicable?

Answer: It is acceptable to provide three projects which provide all the experience required, if applicable. We are looking for three examples of your experience for each bullet, regardless of whether it was in combination with other bullet items.

4. Which tab should we use for the required forms? Should we create Tab 5 for the forms?

   Answer: Yes, Tab 5 will be fine for the forms.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



Proposer Signature

Pegasus Engineering, LLC

Firm Name

END OF ADDENDUM #1

RFQ 12-17-ENG

Continuing Professional Engineering Services

Appendix

Pegasus ENGINEERING

1.0 BANK STATEMENT

Bank of America

Bank of America
Customer Service & Support
P.O. Box 25118
Tampa, FL 33622

PEGASUS ENGINEERING, LLC
301 W STATE ROAD 434 STE 309
WINTER SPRINGS FL 32708-2567

Re: Third Party request for information

To PEGASUS ENGINEERING, LLC

Thank you for your recent request for information regarding the status of your account(s) with Bank of America. Our records indicate the following status on your account(s):

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE	AVERAGE BALANCE	DATE OPENED
CHECKING	XXXXX 2275	CONFIDENTIAL TO BE PROVIDED UPON REQUEST		09/04/07
CHECKING	XXXXX 2262			09/04/07
SAVINGS	XXXXX 0417			08/29/08
CD/ IRA	XXXXX 3340			08/22/08

Average balance information for accounts, if reported, is based on the previous three months. Average balance information is not available for time deposit accounts.

We trust that this confidential information will be of assistance to you.

Sincerely,

Pearl Jenson
Bank of America
1.800.862.1111 Option 2

Our response is commensurate with the purpose and amount of your inquiry. The information provided is strictly confidential and intended for use solely by the requesting party and in reliance on your statement of intended purpose or use. The information is furnished as a matter of courtesy without a duty to do so and without responsibility, liability or warranty, express or implied, on the part of Bank of America to you or any third party. Information is obtained from electronic data sources, which may not contain all information in Bank of America's possession. Information is not guaranteed to be accurate and may be a matter of opinion. We do not accept any responsibility for errors, omissions or alterations after delivery. The information is constantly changing and therefore subject to change without notice. Bank of America will not update this response unless another written inquiry is received. This information applies to the name of the subject of the inquiry as styled in your request and does not include any indirect or related accounts or obligations, unless expressly specified in our response. Bank of America encourages you to contact more than one credit reference prior to making any credit decision. As used herein, Bank of America shall mean BankAmerica Corporation and its affiliates, subsidiaries and employees. If you received this response by FAX, and you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of the information contained in this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the message to us by mail.

2.0 SURVEYS OF PAST PERFORMANCE

Pegasus Engineering is pleased to present the following surveys of past performance completed by our clients, which demonstrate the high level of performance received and their satisfaction with the engineering services rendered by our company for the following eight (8) completed projects.

Project Name	Client Name
Altamonte Springs - FDOT Integrated Reuse and Stormwater Treatment (A-FIRST)	City of Altamonte Springs
Sarno Lakes Flood Protection Improvements	Brevard County
West Side Emergency Flood Management System (WSEFMS)	City of DeBary
Lakeside Gravity Outfall System	City of DeBary
City of Longwood Stormwater Master Plan	City of Longwood
Devonshire and Harbor Isle Drainage Improvements	City of Longwood
Central Beach Flood Mitigation Improvements Phase III	City of New Smyrna Beach
Mill Lake – Phases 3A and 3B Water Quality Improvements	City of Orange City

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Danielle Marshall, CFM** (Name of Person completing survey)
City of Altamonte Springs – Streets and Stormwater Division Director (Name of Client Company/Firm)

Phone Number: **407-571-8610**

Email: **DMarshall@Altamonte.org**

Subject: Past Performance Survey of:

Engineering Services for Altamonte Springs-FDOT Integrated Reuse and Stormwater Treatment (A-FIRST)
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$302,791**

Date Complete: **2016**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	9

Danielle M. Marshall
Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (Greg Teague)

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Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Bach McClure, P.E.**
(Name of Person completing survey)

Brevard County Natural Resources Management
(Name of Client Company/Firm)
- Engineer III

Phone Number: **321-633-2016**

Email: **Bach.McClure@brevardcounty.us**

Subject: Past Performance Survey of:

Engineering Services for the Sarno Lakes Flood Protection Improvements
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$289,000 (Design, Permitting and Post-Design Services)**

Date Complete: **October 2013**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	8
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	8
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	7
14	Ability to provide timely and accurate invoices	(1-10)	9

Bach V McClure, P.E.
Printed Name of Evaluator

Bach V McClure
Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (L. Saavedra)

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Kevin Hare** (Name of Person completing survey)

City of DeBary - Construction Services Manager (Name of Client Company/Firm)

Phone Number: **386-668-2040 ext. 315**

Email: **khare@debary.org**

Subject: Past Performance Survey of:

Engineering Services for West Side Emergency Flood Management System (WSEFMS)
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$836,000 (Design & Permitting Services)** Date Complete: **December 2011(WSEFMS)**
$420,670 (Post Design Services) **May 2013 (WSEFMS Expansion)**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	9 9

KEVIN J. HARE
Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (L. Saavedra)

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Kevin Hare** (Name of Person completing survey)

City of DeBary - Construction Services Manager (Name of Client Company/Firm)

Phone Number: **386-668-2040 ext. 315**

Email: **khare@debary.org**

Subject: Past Performance Survey of:

Engineering Services for Lakeside Gravity Outfall System
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$308,478 (Design, Permitting and Post-Design Services)**

Date Complete: **June 2015**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	9

KEVIN V. HARE
Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (L. Saavedra)

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Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Jon C. Williams** (Name of Person completing survey)

City of Longwood – City Manager (Name of Client Company/Firm)

Phone Number: **407-260-3445**

Email: **jwilliams@longwoodfl.org**

Subject: Past Performance Survey of:

Engineering Services for the City of Longwood Stormwater Master Plan
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$227,730**

Date Complete: **2011 (Phases 1, 2 & 3), On-going (Phase 4)**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	10

Jon C. Williams, City Manager
Printed Name of Evaluator

Jon C. Williams
Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (Greg Teague)

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Jon C. Williams** (Name of Person completing survey)
City of Longwood – City Manager (Name of Client Company/Firm)

Phone Number: **407-260-3445**

Email: **jwilliams@longwoodfl.org**

Subject: Past Performance Survey of:

Engineering Services for Devonshire and Harbor Isle Drainage Improvements
(Project Name)
Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)
Cost of Services: **$74,012** Date Complete: **2014**

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	10

Jon C. Williams, City Manager
Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (Greg Teague)

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Kyle W. Fegley, P.E.** (Name of Person completing survey)

City of New Smyrna Beach – City Engineer (Name of Client Company/Firm)

Phone Number: **386-410-2811**

Email: **kfegley@cityofnsb.com**

Subject: Past Performance Survey of:

Engineering Services for Central Beach Flood Mitigation Improvements Phase III
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$643,542 (Design & Permitting)**
$85,510 (CEI Services)

Date Complete: **September 2014 (Design & Permitting)**
December 2016 (Post Design)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	10

Kyle Fegley
Printed Name of Evaluator

Signature of Evaluator 12/05/16

Please fax or email the completed survey to: Pegasus Engineering, LLC (L. Saavedra)

Survey Questionnaire – Polk County
RFP 17-108, Professional Engineering Services for Parks and Natural Resources

To: **Migdalia Hernandez, MSE** (Name of Person completing survey)

City of Orange City – Public Works Director (Name of Client Company/Firm)

Phone Number: **386-775-5446**

Email: **mhernandez@ourorangecity.com**

Subject: Past Performance Survey of:

Engineering Services for Mill Lake – Phases 3A and 3B Water Quality Improvements
(Project Name)

Consultant Name: **Pegasus Engineering, LLC**
(Name of firm being surveyed)

Cost of Services: **$199,986 (Design & Permitting)**
$40,000 (Post-Design Services)

Date Complete: **September 2016 (Design & Permitting)**
On-going (Post Design)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10
14	Ability to provide timely and accurate invoices	(1-10)	10

Migdalia Hernandez, MSE
Printed Name of Evaluator

Signature of Evaluator

Please fax or email the completed survey to: Pegasus Engineering, LLC (L. Saavedra)



301 West State Road 434
Suite 309
Winter Springs, Florida 32708
Phone: 407-992-9160
Fax: 407-358-5155

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
TETRA TECH, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of TETRA TECH, INC., (Firm); and

WHEREAS, the parties desire to enter into the fourth of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TETRA TECH, INC., AGREE AS FOLLOWS:

1. THE CITY and TETRA TECH, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the fourth of the five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

TETRA TECH, INC.,

By: _____
Jon D. Fox, Vice President

Date: 4-30-25

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date _____

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

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

1. My name is Jon D. Fox. I am over the age of Twenty-one years old. I am the Vice President (Title) of Tetra Tech, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: April 30, 20 25

Signed: _____

Print Name: Jon D. Fox

Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 30th day of April, 20 25 by Jon D. Fox as Vice President on behalf of Tetra Tech, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

Notary Public State of Florida
Pamela D. Harper
My Commission HH 377032
Expires 4/1/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2024

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
201 East Pine Street
Suite 1000
Orlando FL 32801 USA

COVERAGES **CERTIFICATE NUMBER:** 570108393773 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$1,000,000 $1,000,000

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

Stop Gap Coverage for the following states: OH, ND, WA, WY. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contact. General Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions required by written contact.

CERTIFICATE HOLDER

City of New Smyrna Beach
City Hall, 210 Sams Avenue
New Smyrna FL 32168 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 179

Certificate No : 570108393773

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SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AK, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NY, OK, PA, RI, SC, SD, UT, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/2024	Policy No. LDC4068970	Endorsement No.
Insured	TETRA TECH, INC.		Premium $ Included
Insurance Company	Safety National Casualty Corporation		

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. GL 6676804 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
TETRA TECH, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of TETRA TECH, INC., (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TETRA TECH, INC., AGREE AS FOLLOWS:

1. THE CITY and TETRA TECH, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

TETRA TECH, INC.,

By: _____
Jon D. Fox, Vice President

Date: May 16, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/1/2024

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
TETRA TECH, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of TETRA TECH, INC., (Firm); and

WHEREAS, the parties desire to enter into the second of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TETRA TECH, INC., AGREE AS FOLLOWS:

1. THE CITY and TETRA TECH, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the second of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2023 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 7/18/2023

Attest: _____
Kelly McQuillen, City Clerk

TETRA TECH, INC.,

By: _____
Lawrence E. Jenkins, Vice President

Date: July 13, 2023

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 7/19/2023

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
TETRA TECH, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of TETRA TECH, Inc. (Firm); and

WHEREAS, the parties desire to enter into the first of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND TETRA TECH, INC. AGREE AS FOLLOWS:

1. The City and Tetra Tech, Inc. agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year, and is the first of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2022 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Russell Owen, Mayor

Date: June 28, 2022

Attest: _____
Kelly McQuillen, City Clerk

TETRA TECH, INC.

By: _____
Jon D. Fox, Vice President

Date: February 10, 2022

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 6/28/2022

END OF CONTRACT FOR SERVICES

AGREEMENT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES
CITY OF NEW SMYRNA BEACH, FLORIDA

THIS AGREEMENT made and entered into this 26th day of July, 2017, by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and **Tetra Tech, Inc.**, (hereinafter referred to as "the CONSULTANT"), hereafter "this AGREEMENT," and "the PARTIES TO THE AGREEMENT," as the case may be.

This contract is a result of RFQ 12-17-ENG, Continuing Professional Engineering Services, and is for one (1) of the seven (7) awarded firms. The term of this contract is for five (5) years, with five (5) optional one (1) year renewals, with both parties agreement.

WHEREAS, the CITY desires to engage the professional services of the Consultant for continuing Professional Engineering Services including design services associated with general Civil Engineering practices to include but not limited to developing a complete set of site plans involving paving, grading, utilities, landscaping and stormwater elements, in compliance with the City's Land Development Regulations, as well as state and federal agency guidelines. Such services may require drainage calculations, utility hydraulic calculations, fire flow calculations, stormwater modeling, special reports for environmentally sensitive areas, ability to attain cultural resource studies and traffic impact analyses.

WHEREAS, the CITY and the CONSULTANT have fully complied with the terms and provisions of Chapter 287.055, et seq., Florida Statutes, generally known as the Florida Consultants' Competitive Negotiations Act ("the CCNA," or "the Act"), as well as Chapters 287.057, et seq. Florida Statutes, "Procurement of Contractual Services;" and

WHEREAS, the CITY wishes to contract with the CONSULTANT for professional Civil Engineering services and/or other such services which may be directly related to the services authorized by the CITY, and as may be further described herein, and/or in amendments hereto or

supplemental forms of contract, which may incorporate, by reference, the terms and provisions herein;

NOW, THEREFORE, the CITY and the CONSULTANT, in consideration of the mutual covenants herein agree in respect of the performance of engineering services and related services by the CONSULTANT and the payment for those services by the CITY as set forth below.

1. TERM OF AGREEMENT:

1.1 The term of this AGREEMENT shall be for a period of five (5) years from the date of execution of this AGREEMENT, which date shall, for all purposes, be determined as either "the effective date," if such is expressed herein, or, in the absence of such express statement of effective date, the date last signed by any party or party representative to this AGREEMENT.

1.2 The initial term of this AGREEMENT may be extended for five (5) subsequent years in one-year incremental extensions, so long as, and conditioned upon, any/all such extension(s) hereof being executed with the identical formalities and substantive signatory approvals as are indicated in this AGREEMENT.

2. SCOPE OF SERVICES:

2.1 As requested in written form only initiated by authorized CITY personnel, and as deemed by the CONSULTANT to be within the professional expertise of the CONSULTANT, the CITY, may, from time to time make request(s) of the CONSULTANT to provide the CITY professional engineering services related continuing Professional Engineering consultant services for the following: Planning, public engagement, design; stormwater and drainage system, site design, environmental floral and faunal assessments, permitting, construction supervision and observation; best management practices (BMP) design (non-traditional/innovative); structures inspections, surveying and mapping, geotechnical investigations, materials testing and grant writing and management and other customary services incidental thereto.

2.2 The CITY reserves the right to retain other engineering firms to provide the same or substantially similar professional engineering services.

2.3 The CONSULTANT shall have the sole and exclusive right to accept or decline acceptance of the CITY's written request for such services as may be requested by the CITY in writing. Any refusal by the CONSULTANT as referenced herein shall in no manner otherwise prejudice the rights and liabilities of the PARTIES to the AGREEMENT hereto.

3. STUDY AND REPORT SERVICES

3.1 As may be specifically authorized in writing by the CITY, and upon agreement as to specific schedule of professional engineering fees, and

3.2 As may be specifically authorized and requested in writing by the CITY directed to the CONSULTANT'S designated representative, the CONSULTANT agrees to perform engineering services which may include investigations; feasibility studies; financial and fiscal studies; evaluation of existing facilities; preparation of schematic layouts and sketches where reasonably required; provide opinions of construction cost; attend meetings with CITY personnel and/or their designated authorized representative or other personnel as may be reasonably appropriate to the specific assignment, all as further described in this AGREEMENT or any supplement or amendment thereto.

4. PROJECT DESIGN SERVICES

4.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to prepare a form of "preliminary design report" for the project authorized. The preliminary design report shall set forth the design basis, criteria, assumptions, schematics, preliminary drawings, materials and equipment evaluation and preliminary selection with capacities, outline specifications, descriptions and such other material as may be appropriate to thoroughly describe the intended design. Based on the information contained in the design report, and with additional input from the CITY, the CONSULTANT shall prepare and submit an opinion of probable construction costs. The CONSULTANT agrees not to

proceed with detailed project design until such time as the CONSULTANT receives formal notification in writing from the CITY as to the CITY's approval of the preliminary design report.

(b) On the basis of the CITY's acceptance in writing of the preliminary design report referenced herein, the CONSULTANT shall prepare detailed project design for the project authorized, which detail may be comprised of drawings, plans, specifications and such other technical documentation reasonably appropriate to enable the CITY to initiate invitations for the bidding of construction of the improvements referenced in the said technical documentation. Upon express written request, and in consideration of additional compensation therefore, the CONSULTANT shall prepare forms of construction contract, general conditions, and supplementary conditions, bid forms, request for proposals, invitations to bid and instructions to bidders, and otherwise assist the CITY in the preparation of other related documents. The CONSULTANT'S work as referenced in this sub-section may include the preparation of a revised estimate of probable construction costs based upon completed construction plans.

(c) Upon written authorization from the CITY and as may be deemed appropriate to the project at issue, the CONSULTANT may confer with officials of State, Federal and local agencies having jurisdiction of the subject project(s) during the preparation of the drawings and specifications and shall assist the CITY in obtaining approval of the same and in obtaining required permits from and agreements with such agencies as delineated in individual project work orders. It is expressly agreed by the CITY and the CONSULTANT that the CITY shall, at all times, remain exclusively responsible for obtaining all authorizations and permitting and approvals for the construction of the improvements which may be the subject matter of the services performed by the CONSULTANT.

5. GENERAL SERVICES DURING BIDDING AND CONSTRUCTION

5.1 As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish professional services during the bid process and during the construction of projects for which the CONSULTANT has prepared drawings, specifications and contract documents, or, as may have been prepared by others and acknowledged and accepted in writing by the CONSULTANT as being suitable for use. The professional services referenced in this sub-section may include, by way of example, but not by way of limitation or inclusion, the CONSULTANT'S providing input to the CITY in connection with the CITY'S receipt and analysis of construction bids and the CONSULTANT'S recommendations for award of construction contracts. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request of the CITY, provide input to the CITY'S authorized personnel regarding the preparation of such drawings or specifications, responses to requests for additional information from bidders or the CITY'S selected contractor(s), as may be reasonably required to resolve conflicts in the plans or specifications or as may conflict with the CITY'S general intent for the project at issue. Further, by way of example, but not by way of limitation or inclusion, the CONSULTANT may, upon written request from the CITY, provide written observations of field conditions; review of shop drawings and working drawings as may be submitted by the CITY'S contractors; periodic site observation of work in progress; review of applications for payments to the CITY, and observation of any final testing or other determination of completion of the work by the CITY'S contractor(s).

6. CONSTRUCTION OBSERVATION:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT agrees to furnish a resident project representative for observation of construction and such other assisting personnel or field staffing as may be deemed by the CONSULTANT to be reasonably appropriate to the process of ensuring the contractor's general compliance and construction conformance with the design intent reflected in the CONSULTANT'S construction contract documents.

(b) The CONSULTANT agrees to assist the CITY in securing applicable Federal, State and local inspections of the project as may be reasonably appropriate to the project.

7. OPERATIONAL PHASE SERVICES

As may be specifically authorized in writing by the CITY and upon agreement as to a specific schedule of professional engineering fees; the CONSULTANT may:

(a) Provide assistance to the CITY in the closing of any financial or related transaction for a project.

(b) Provide assistance to the CITY in conjunction with the refining and adjusting of any equipment or system.

(c) Assist the CITY in training the CITY's staff in the operation and maintenance of the elements of the project within the confines of the expertise and knowledge of the CONSULTANT.

(d) Assist the CITY in developing systems and procedures for control of the operation and maintenance of, record keeping and monitoring required for a project, as may be within the confines of the expertise and knowledge of the CONSULTANT.

(e) Assist the CITY'S contractor's in the preparation of reproducible record drawings showing those changes made during construction process which may constitute substantive changes from the original construction drawings.(f) Provide periodic site visits to the Project for the purpose of reasonably observing readily apparent defects or deficiencies in the completed construction and otherwise assist the CITY in consultations and discussions with Contractor (s) concerning the correction of such deficiencies or defects, and make recommendations as to replacement or corrections of defective work. CITY personnel shall be responsible for making all final determinations as to the contractor's compliance with the construction contract documents.

8. SUPPLEMENTARY AND ADDITIONAL SERVICES:

As may be specifically authorized in writing by the CITY, and upon agreement as to a specific schedule of professional engineering fees:

(a) The CONSULTANT, upon written request of the CITY, shall secure field surveys (including easements plans and descriptions) and any geotechnical investigations not otherwise provided by the CITY which may be reasonably necessary for the preparation by the CONSULTANT of the construction contract documents for which the CONSULTANT has been retained for the project;

(b) The CONSULTANT, upon written request from the CITY, shall assist the CITY in the preparation of State and Federal grant application forms as the CITY may deem appropriate.

(c) The CONSULTANT shall provide such additional professional services, as may be reasonably required to assist the CITY in obtaining permits and approvals for the construction and operation of the project at issue.

(d) The CONSULTANT shall assist in coordinating or attend public meetings and hearings as may be authorized by the CITY.

(e) The CONSULTANT shall furnish copies of drawings, specifications, contract documents, special drawings, reports, and other construction contract or project related documents.

(f) The CONSULTANT shall review materials and equipment submittals tendered by bidders and contractors when such submittals are alternatives to those specified or previously approved; at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the use of any alternative means or methods of construction associated with the construction of the project at issue.

(g) The CONSULTANT shall review the contractor(s)' claims for additional compensation or time extensions submitted by the CITY'S contractor(s); at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of the contractor(s)' request(s) for additional compensation or for additional time for the completion of the construction of the project at issue.

(h) The CONSULTANT shall assist the CITY or others as the CITY may direct the CONSULTANT in writing in the preparation and submittal of proposed contract change orders;

at all material times, the CITY shall be responsible for making the final determinations of the reasonableness or appropriateness of any/all submitted request(s) for change order(s) relating to the construction associated with the construction of the project at issue.

(i) The CONSULTANT shall revise previously approved reports, design documents, drawings and specifications prepared by the CONSULTANT.

(j) The CONSULTANT shall prepare detailed renderings, exhibits or scale models of projects.

(k) The CONSULTANT shall assist the CITY, or otherwise as directed in writing by the CITY, in the preparation of operation and maintenance manuals for the use by the CITY; at all material times, the CITY shall be responsible for the content of any/all such operation and maintenance manuals.

(l) The CONSULTANT shall assist the CITY in connection with the rejection and rebidding of construction projects.

(m) The CONSULTANT agrees to provide appropriate CONSULTANT personnel familiar with the scope of services provided by the CONSULTANT to serve as an expert witness on behalf of the CITY in any litigation or arbitration involving a given project and to assist the CITY in preparing for such litigation or arbitration.

9. CITY'S RESPONSIBILITIES

In addition to the contractual obligations expressly set forth in the foregoing provisions of this AGREEMENT, and as may reasonably be implied therefrom, including the implied obligation of dealing in good faith, the CITY shall, at all times:

(a) Promptly and timely perform any/all obligations hereunder so as to reasonably avoid any form of delay in the work of the CONSULTANT or the performance by others associated with the design and construction of the Project.

(b) The CITY shall promptly pay fees as are due and payable to the CONSULTANT according to the schedule set forth in this AGREEMENT or amendments hereto.

(c) The CITY shall, within five (5) business days following the CITY'S execution of this AGREEMENT, appoint a representative in writing with respect to particular work to be performed under this AGREEMENT, which representative shall have complete authority to communicate with the CONSULTANT, the CONSULTANT'S sub-consultants, and all construction or contractor, or sub-contractor personnel, including the transmittal of instructions to said personnel, receiving information from such personnel, and transmittal of written interpretations and definitions of the CITY's policy and decisions pertinent to the work covered by the Agreement. The CITY may designate a different representative from time to time during the term of this AGREEMENT.

(d) The CITY shall provide all criteria and full information as to the CITY's project or program requirements, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

(e) The CITY, upon written request by the CONSULTANT, shall furnish to the CONSULTANT copies of all design and construction documents (a/k/a "record drawings"), which may reasonably pertain to the subject project, as well as existing records, reports, permits, correspondence, maps, plans, aerial photographs, CITY standards and codes or other data which may reasonably be required for the CONSULTANT'S work pursuant to this AGREEMENT.

(f) The CITY shall, at no cost to the CONSULTANT, make its facilities and properties available and accessible for inspection by the CONSULTANT and, if authorized by the CITY, to provide labor and safety equipment as required by the CONSULTANT and to guarantee access to and make all provisions for the CONSULTANT to perform the work referenced in this AGREEMENT.

(g) The CITY shall advertise for bids for construction projects as budgeted from qualified bidders, open the bids at the appointed time and plan and pay for all costs incidental thereto.

(h) The CITY shall provide such accounting, independent cost estimate and insurance counseling services as may be required for Projects, such legal services as the CITY may require

with regard to legal issues pertaining to projects including any that may be raised by contractor(s), such auditing service as the CITY may require to ascertain how or for what purpose contractor has used the monies paid under the construction contract, and such inspection services as the CITY may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

(i) The CITY shall immediately transmit to the CONSULTANT in writing any concern, observation, development, or other such information known or believed by the CITY which has or may, in any manner or form, impact the CONSULTANT'S work pursuant to this AGREEMENT, relative to which written notification to the CONSULTANT, the CITY shall immediately engage in good faith, in-person discussion(s) with CONSULTANT personnel in an effort to fully investigate, analyze and resolve any/all such observation, development, or concern.

(j) The CITY shall respond timely to inquiries or other such requests for information submitted by the CONSULTANT which pertain to the CONSULTANT'S work, in a manner which does not delay the CONSULTANT'S work.

10. AUTHORIZATION OF WORK:

10.1 All work to be performed by the CONSULTANT pursuant to this AGREEMENT shall, as set forth herein, be authorized by the CITY, in express compliance with the following procedures.

(a) The CITY, in requesting professional services of the CONSULTANT, shall issue a form "Task Order," which Task Order shall, prior to its transmittal to the CONSULTANT, be approved by the CITY.

(b) The Task Order shall contain a detailed description of the work to be undertaken by the CONSULTANT, as well as including an express reference to the appropriate paragraphs of this AGREEMENT.

(c) Unless otherwise expressly agreed in writing by the CITY and the CONSULTANT, the Task Order shall be subject to the terms and conditions of payment of professional fees as set forth herein.

(d) The Task Order shall also contain a budget amount of the fees anticipated by the CITY to be paid to the CONSULTANT for the Task Order.

11. PAYMENT FOR SERVICES:

11.1 The CITY agrees to pay the CONSULTANT for all services referenced in this AGREEMENT, including any/all such supplements, amendments, and Task Order(s), in accordance with the 'Fee Estimate' to be included as part of each Task Order. Fees shall be calculated as follows:

(a) Engineering and professional fees shall be based upon lump sum and/or allowances listed in the Fee Estimate. As an alternative, the attached 'Fee Schedule' included with this agreement as Exhibit 'A', may also be utilized for specific projects or tasks. The fee schedule is subject to annual adjustments in September of each year.

(1) Reimbursable Expenses shall be paid to the CONSULTANT at actual cost and include but are not limited to, the following:

(A) Reproduction costs of reports, drawings, specifications, bidding documents, and similar project related items.

(B) Reasonable travel and per diem expenses for any travel outside of Volusia County, particularly for permitting meetings.

(2) In the alternative, such other method or methods for calculating the fee as may be mutually agreed upon in advance by the parties hereto and specified in writing.

(3) All fees shall be invoiced monthly and are due and payable in accordance with the Florida Prompt Payment Act. The amount due shall be determined as the costs are incurred in proportion to the quantity of the CONSULTANT'S work completed as a percentage of the total work for services performed.

(4) For services of the principals and employees of the CONSULTANT who may be called upon to serve in a capacity of witness in any dispute, litigation, deposition, hearing, or other such similar proceeding, the CONSULTANT'S billing for such time shall be based on the Fee Schedule included as Exhibit "A" as adjusted annually as described above.

(5) If, during or after the completion of the drawings, specifications and contract documents, and in accordance with the written direction of the CITY, it becomes necessary to review or revise the drawings, specifications or contract documents for reasons beyond the control of the CONSULTANT, by way of example, but not by way of limitation, changes in Federal or State or local law, applicable code(s), rules, regulations or other requirements, or lapses in time between completion of design and bidding, the CITY shall be obligated for payment to the CONSULTANT for such review, revision or revisions made by the CONSULTANT according to the schedule set forth herein for "additional services."

(6) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse the CONSULTANT for the amount of the sales tax.

12. SUBCONSULTANTS

12.1 The CITY reserves the right to accept or reject the use of sub-consultant(s) by the CONSULTANT, so long as and conditioned up the CITY'S acceptance of same not being unreasonably withheld.

13. PROHIBITION AGAINST CONTINGENT FEES

13.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the firm, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

14. LIFE AND LIMITATIONS OF AGREEMENT:

(a) This AGREEMENT shall remain in full force until its expiration, unless terminated by either party pursuant to the express terms and provisions of Section 15 hereof.

(b) It is expressly agreed the CONSULTANT shall not be required to enter upon any facility or property which the CONSULTANT reasonably believes to be hazardous, dangerous or unsafe.

(c) It is agreed that reproducible and electronic copies of all reports, tests, specifications and record drawings shall be the property of the CITY and shall be delivered to it at the completion of each authorized project or upon written request to the CONSULTANT.

15. TERMINATION

15.1 This AGREEMENT may be terminated by either party without cause upon 30 days' written notice to the other Party.

15.2 If this AGREEMENT, or any supplement, amendment, or Task Order is terminated by the CITY, the CONSULTANT shall submit a form of invoice to the CITY for work performed to date, and the CITY shall pay the CONSULTANT in a timely manner for such completed work as set forth herein.

15.3 In the event of any form of claim, dispute, or controversy by or between the parties to this AGREEMENT, the parties expressly and unequivocally agree to engage in good faith efforts to meet in person to resolve any and all such differences. Absent such informal resolution of any/all such dispute(s), the parties expressly agree to engage in pre-suit mediation in accordance with the applicable rules of procedure for such mediation as may be in force in the Judicial Circuit Courts in which the project at issue is located.

16. INSURANCE PROVISIONS

(a) The CONSULTANT shall be responsible for providing the types of insurance and limits of liability as set forth below.

(1) The CONSULTANT shall maintain, during the term of this AGREEMENT Professional Liability insurance in the amount of $1,000,000.

(2) The CONSULTANT shall maintain, during the term of this AGREEMENT, comprehensive general liability insurance naming the CITY as an additional insured in the amount of $1,000,000 to protect the CONSULTANT from claims of property damages and bodily injury, including wrongful death, which may arise from any operations under this AGREEMENT whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

(3) The CONSULTANT shall maintain, during the term of this AGREEMENT comprehensive automobile liability insurance in the amounts of $1,000,000 combined single limit bodily injury and $50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

(4) The CONSULTANT shall maintain, during the term of this AGREEMENT, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this AGREEMENT.

(b) Special Requirements: Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the CITY 30 days prior to any expiration date. In the event the CONSULTANT is notified by any of their respective insurance carriers of an "intent to cancel" or formal "cancellation notice," the CONSULTANT shall immediately provide written notification to the CITY of such notice.

17. OPINIONS OF COST

17.1 The parties expressly acknowledge the CONSULTANT has no control over the cost of labor, material, equipment or services furnished by others, or over the contractor(s)' means

and methods of determining prices, or over competitive bidding or market conditions; as such, the parties hereto expressly agree the CONSULTANT'S opinion(s) of probable construction costs provided in any form of writing or document for the use and benefit of the CITY are made upon the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S judgment as an experienced and qualified professional engineer, familiar with the construction industry in the geographic area in which projects may be located. The CONSULTANT does not warrant or guarantee the reliability, accuracy, or completeness of proposals or estimates submitted to the CITY by others, or that actual costs will not vary from opinions of probable cost prepared by the CONSULTANT.

18. ENGINEERING OPINIONS/RECOMMENDATIONS

18.1 Since the CONSULTANT'S work may be subject to review by any one (1) or more permitting or plan review agency(ies), and, as such, the CONSULTANT may have no control over the final design, permitting, specifications, materials, equipment contractor selection, contractor means and methods of construction, and other items following the CONSULTANT'S providing their work for the use and benefit of the CITY, the CONSULTANT does not warrant or guarantee the recommendations and opinions provided by the CONSULTANT.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

19.1 The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all required deliverables prepared for the CITY under this AGREEMENT. The CITY shall not unreasonably withhold payment, as provided by Florida law.

19.2 All specifications, estimates, plans, drawings, construction documents, legal instruments, and materials prepared or accumulated by the CONSULTANT (or by authorized sub-consultants) in rendering services hereunder shall be the sole property of the CITY, which may re-use them at no additional cost and the CITY shall be vested with all rights therein of whatever kind and however created; provided, that neither or none of the CONSULTANT, their authorized sub-

consultants, shall in any manner be liable or legally responsible to anyone for the CITY'S use or re-use of any such materials for any project for which the CONSULTANT is not a party in writing to an amendment, supplement, or Task Order hereto.

19.3 The CONSULTANT shall have the right to include visual or demonstrative representations of the design of the project(s) which may be the subject of this AGREEMENT, among the consultant's promotional and professional material, so long as the CONSULTANT'S use thereof does not include the CITY'S confidential or proprietary information.

20. SUCCESSORS AND ASSIGNS

20.1 The CITY and the CONSULTANT are each hereby bound, one (1) to the other, as well as each of their successors, executors, administrators and legal representatives to the extent permitted by law.

20.2 Neither the CITY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this AGREEMENT without the prior written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this Section shall prevent the CONSULTANT from employing such independent professional associates and consultants, as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

20.3 Nothing contained in this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to any person, party, or entity other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

21. MISCELLANEOUS

21.1 In the event of a dispute or claim between the parties to this AGREEMENT, jurisdiction shall be exclusively in the judicial circuit court(s), and venue for any such litigation shall be exclusively established in CITY OF NEW SMYRNA BEACH, Florida.

22. INDEPENDENT CONTRACTOR

22. The CONSULTANT is deemed to be an independent contractor and not an employee of the CITY for any purpose.

23. LICENSING OF CONSULTANT

23.1 The CONSULTANT shall at all times during the term of this AGREEMENT and at its own cost and expense, maintain such licenses and permits as are required for the performance of work referenced herein by the CONSULTANT.

24. INDEMNIFICATION

24.1 The CONSULTANT agrees to the fullest extent permitted by law to indemnify the CITY from and against claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees) which are judicially determined to be the direct and legal cause of the negligent acts or negligent omission of the CONSULTANT. 25. TIME IS OF THE ESSENCE

25.1 Time is of the essence of this AGREEMENT, and the parties agree to cooperate with each other in performing their respective obligations under this AGREEMENT.

26. THIRD PARTY RIGHTS

26.1 This AGREEMENT is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this AGREEMENT.

27. PUBLIC RECORDS AND OPEN MEETING LAWS

27.1 The CONSULTANT hereby acknowledges that CITY, as a political subdivision in the State of Florida, is subject to the Florida Public Records Act and Sunshine Law. The CONSULTANT further acknowledges that under the Public Records Act and Sunshine Law, the

CITY must permit the public to inspect and/or copy all public records which the CITY makes or receives in the course of conducting CITY'S business and must hold meetings of the CITY Commission and various CITY Boards and committees in the public, unless particular information is exempt by Florida law from public records disclosure or a particular meeting is not subject to the Sunshine Law. The CONSULTANT acknowledges any record, document, computerized information and program, audio or video tape, photograph or other writing of CONSULTANT related, directly or indirectly, to this AGREEMENT, not otherwise subject to a legal privilege afforded to the CONSULTANT by Florida law, may be deemed to be a Public Record whether in the possession or control of CITY or CONSULTANT. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of CONSULTANT deemed a Public Record is subject to the provisions of Florida Statutes Chapter 119 and may not be destroyed without the specific written approval of the CITY. Upon request by the CITY, CONSULTANT shall promptly supply copies of said records to CITY.

27.2 The CONSULTANT is required to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public

agency in a format that is compatible with the information technology systems of the public agency.

28. SOVEREIGN IMMUNITY

28.1 Nothing contained in this Agreement shall be construed as a waiver of the CITY'S sovereign immunity pursuant to Florida Statutes Section 768.28 or other limitations imposed on the CITY'S potential liability under state or federal law.

IN WITNESS WHEREFORE, the parties have caused this AGREEMENT to be executed as of this day and date first written, in five (5) counterparts, each of which shall for all purposes are deemed an original.

ATTEST

7-17-17

(Johnny R. Bledsoe, City Clerk)(Date)

By: 7-17-17

(James W. Hathaway, Mayor) (Date)

ATTEST:

Richard A. Lemmon
Senior V. P.

Tetra Tech, Inc.
Leslie L. Shoemaker
Executive V. P., 6/30/17
(Authorized Officer)(Date)

(SEAL, if by a Corporation)

TETRA TECH, INC. INCORPORATED FEB 4 1988 DELAWARE

APPROVED AS TO CORRECTNESS AND FORM:

BY: 7/28/17

(City Attorney) (Date)

END OF CONTRACT FOR CONTINUING PROFESSIONAL ENGINEERING SERVICES

Professional Services Agreement

Attachment A – Purchase Order

PURCHASE ORDER NO. ____
UNDER
TETRA TECH, INC.
AGREEMENT FOR ENGINEERING SERVICES DATED _____

	CONSULTANT	CLIENT
Name		
Street Address		
City, State, Zip		
Contact Person		
Telephone		
Fax		
E-Mail		

Purchase Order Date: _____

Project Identification: Name: _____

Tt Project No: _____ Location: _____

SCOPE OF WORK (attach sheet if necessary to describe)

SCHEDULE OF WORK (attach sheet if necessary to describe)

FEE

Sample

ACCEPTED BY:

_____
Consultant's Authorized Signature

_____
Printed Name

_____
Title

AUTHORIZED BY:

_____
City Manager

_____
Printed Name

_____
Title

_____
Date Executed

Two originals of this purchase order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.

Professional Services Agreement
Attachment B – Schedule of Hourly Rates

TETRA TECH

Attachment B

Tetra Tech, Inc.
City of New Smyrna Beach
Schedule of Hourly Rates
June 2017

Position/Titles	Raw Labor Rates Minimum	Raw Labor Rates Maximum	Direct Labor Rate Multiplier	Raw Labor Rates x Multiplier Minimum	Raw Labor Rates x Multiplier Maximum
Project Management					
Sr Project Manager	$ 52.00	$ 80.00	3.05	$ 158.60	$ 244.00
Project Manager	$ 41.00	$ 68.00	3.05	$ 125.05	$ 207.40
Engineers					
Principal Engineer	$ 70.00	$ 99.00	3.05	$ 213.50	$ 301.95
Sr. Engineer	$ 50.00	$ 79.00	3.05	$ 152.50	$ 240.95
Engineer V	$ 39.00	$ 61.00	3.05	$ 118.95	$ 186.05
Engineer IV	$ 32.00	$ 49.00	3.05	$ 97.60	$ 149.45
Engineer III	$ 26.00	$ 40.00	3.05	$ 79.30	$ 122.00
Engineer II	$ 24.00	$ 34.00	3.05	$ 73.20	$ 103.70
Engineer I	$ 22.00	$ 29.00	3.05	$ 67.10	$ 88.45
Engineering Technician	$ 12.00	$ 22.00	3.05	$ 36.60	$ 67.10
Scientists					
Scientist VI	$ 45.00	$ 71.00	3.05	$ 137.25	$ 216.55
Scientist V	$ 31.00	$ 57.00	3.05	$ 94.55	$ 173.85
Scientist IV	$ 27.00	$ 38.00	3.05	$ 82.35	$ 115.90
Scientist III	$ 24.00	$ 30.00	3.05	$ 73.20	$ 91.50
Scientist II	$ 20.00	$ 26.00	3.05	$ 61.00	$ 79.30
Scientist I	$ 19.00	$ 23.00	3.05	$ 57.95	$ 70.15
Design Professionals					
Sr CAD/Eng Designer II	$ 39.00	$ 52.00	3.05	$ 118.95	$ 158.60
Sr CAD/Eng Designer I	$ 26.00	$ 40.00	3.05	$ 79.30	$ 122.00
CAD/Engineering Designer III	$ 24.00	$ 33.00	3.05	$ 73.20	$ 100.65
CAD/Engineering Designer II	$ 18.00	$ 24.00	3.05	$ 54.90	$ 73.20
CAD/Engineering Designer I	$ 16.00	$ 21.00	3.05	$ 48.80	$ 64.05
Surveyors					
Sr Land Surveyor	$ 41.00	$ 50.00	3.05	$ 125.05	$ 152.50
Land Surveyor	$ 28.00	$ 40.00	3.05	$ 85.40	$ 122.00
Survey Crew Chief	$ 24.00	$ 38.00	3.05	$ 73.20	$ 115.90
Survey Tech	$ 17.00	$ 30.00	3.05	$ 51.85	$ 91.50
Architects					
Architectural Program Mgr	$ 65.00	$ 85.00	3.05	$ 198.25	$ 259.25
Sr Architect	$ 55.00	$ 75.00	3.05	$ 167.75	$ 228.75
Architect	$ 35.00	$ 55.00	3.05	$ 106.75	$ 167.75
Architectural Designer	$ 17.00	$ 35.00	3.05	$ 51.85	$ 106.75
Construction Professionals					
Construction Project Rep	$ 22.00	$ 42.00	3.05	$ 67.10	$ 128.10
Construction Manager II	$ 50.00	$ 70.00	3.05	$ 152.50	$ 213.50
Construction Manager I	$ 38.00	$ 54.00	3.05	$ 115.90	$ 164.70
Construction Administrator	$ 23.00	$ 39.00	3.05	$ 70.15	$ 118.95
GIS Analysts					
Sr Analyst	$ 30.00	$ 65.00	3.05	$ 91.50	$ 198.25
Project Analyst II	$ 24.00	$ 40.00	3.05	$ 73.20	$ 122.00
Project Analyst I	$ 18.00	$ 28.00	3.05	$ 54.90	$ 85.40
Project Administration					
Sr Project Administrator	$ 27.00	$ 35.00	3.05	$ 82.35	$ 106.75
Project Administrator	$ 15.00	$ 32.00	3.05	$ 45.75	$ 97.60
Project Assistant	$ 12.00	$ 22.00	3.05	$ 36.60	$ 67.10
Contract Administrator	$ 25.00	$ 36.00	3.05	$ 76.25	$ 109.80

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/08/2017

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tetra Tech, Inc. 201 East Pine Street Suite 1000 Orlando FL 32801 USA	INSURER A: Lexington Insurance Company	19437
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C: The Insurance Co of the State of PA	19429
	INSURER D: American Home Assurance Co.	19380
	INSURER E: AIG Europe Limited	AA1120841
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570067497762 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL6051604	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			CA 319-45-11	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
E	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			TH1600053	10/01/2016	10/01/2017	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C D C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014629374 WC014629378 WC014629379 WC014629380	10/01/2016 10/01/2016 10/01/2016 10/01/2016	10/01/2017 10/01/2017 10/01/2017 10/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2015	10/01/2017	Each Claim Agggregate	$1,000,000 $1,000,000

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

RE: Job Description: RFQ 12-17-ENG, Continuing Professional Engineering Services. City of New Smyrna Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of New Smyrna Beach
City Hall, 201 Sams Avenue
New Smyrna Beach FL 32168 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGHLMZ2

Certificate No : 570067497762

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

Policy No. GL 605-16-04

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

Policy No. CA 319-45-11

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9374

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9378

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

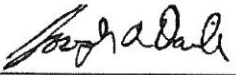
This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9379

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9380

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2015

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;

2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/22/2017

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Tetra Tech, Inc. 201 East Pine Street Suite 1000 Orlando FL 32801 USA	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	AIG Europe Limited	AA1120841
	INSURER C:	The Insurance Co of the State of PA	19429
	INSURER D:	American Home Assurance Co.	19380
	INSURER E:	Lexington Insurance Company	19437
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570068510680 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 428-80-55	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			CSUSA1702199	10/01/2017	10/01/2018	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C D C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014629496 WC014629497 WC014629498 WC014629499	10/01/2017 10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018 10/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
E	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Claim Agggregate	$1,000,000 $1,000,000

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

RE: Job Description: RFQ 12-17-ENG, Continuing Professional Engineering Services. City of New Smyrna Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of New Smyrna Beach
City Hall, 201 Sams Avenue
New Smyrna Beach FL 32168 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGHLMZ2

Certificate No : 570068510680

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

Policy No. CA 428-80-55

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2017 forms a part of Policy No. WC 014-62-9497

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2017

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;

2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

RFQ 12-17-ENG

Request for Qualifications

Continuing Professional Engineering Services









201 East Pine Street, Suite 1000 | Orlando, FL 32801
407.839.3955 | www.tetratech.com

TETRA TECH

1630

TOC

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Firm Overview

A Brief History

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology and has based itself in Pasadena, California, since 1966. The founders' goal was to lead with science. In December 1991, Tetra Tech became a publicly-traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project life cycle.

Our CEO's motto is to serve clients with the speed and affordability of a 20-person firm and the resources of a 16,000-person firm.

Industry Leader

Tetra Tech has built a reputation in the industry as a leader in developing effective solutions to constantly changing, tough engineering challenges. Our reputation for providing effective engineering solutions is backed by reliable systems, engineering, scientific, economic, and business analyses. This is proven by our firm's constant rankings with the *Engineering-News Record* (ENR). For the past 14 consecutive years, Tetra Tech has been ranked No. 1 in water. We are ranked by ENR as the No. 5 design firm in the country, which is the result of the professional relationships we enjoy with our clients. We continue to build on the expertise we've developed over the past five decades.

Firm Summary

Location

Tetra Tech will perform the majority of work under this contract from its downtown **Orlando** office, located at:

201 East Pine Street
Suite 1000
Orlando, FL 32801

Years in Business

In business for **51 years**, Tetra Tech was established in 1966 and has had a Florida presence since 1977.

Number of Personnel

Tetra Tech is made up of **16,000 associates** worldwide, of which 1,773 reside in Florida and over 200 employees in the Central Florida area within an hour to hour and half drive of the City.

Tetra Tech Services

Municipalities across Florida have trusted Tetra Tech for decades to provide them with high-quality engineering services through continuing contracts. Our services include familiarity with New Smyrna Beach since 2008. Tetra Tech has proven its ability to produce a variety of engineering services on time and within budget for the City. This includes the recently bid Islesboro Subdivision Stormwater Paving, Water and Wastewater Improvements project, which Tetra Tech assisted the City in successfully obtaining $2.5M in grant funding.

Tetra Tech is qualified in all the disciplines required to provide services to the City of New Smyrna Beach. This section provides a brief description of our capabilities and qualifications in each service.

Civil Engineering

Tetra Tech provides a broad range of civil engineering services in support of public works agencies, transportation departments, and private clients around the world. Tetra Tech has experience in all phases of planning, design, construction, and operation for stormwater, water, wastewater, and transportation infrastructure projects. Tetra Tech is knowledgeable in public outreach and stakeholder coordination for large, complex, and multi-phase infrastructure repair and new construction projects. We also design retrofits and additions in heavy industrial and manufacturing settings.

Our civil engineering services include:

- Water and wastewater systems
- Roadway and highway design
- Bridges
- Airports and aviation
- Transit and multimodal facilities
- Landfill design
- Traffic control, safety, and signal design
- Utilities design and coordination
- Stormwater management and spill containment
- Structural assessments
- Surveying and mapping, including advanced aerial photogrammetry and LiDAR

Surveying

Tetra Tech can help turn your data into knowledge to better manage the earth's resources, improve strategic planning, and facilitate decision making that maximizes efficiency and profitability. For nearly two decades, Tetra Tech has been an industry leader in the innovative use of Geographic Information Systems (GIS) technology.

Our analysts produce site maps and illustrations, and manage large, multi-disciplinary environmental datasets. They are highly experienced in GIS and database automation, applications programming, spatial modeling, 3D modeling, advanced image analysis, and interactive web mapping. Tetra Tech is also an expert in data collection, including various methods of aerial survey such as Light Detection and Ranging (LiDAR), land survey, and hydrographic survey.

Our survey and mapping services include:

- Photogrammetric mapping
- Aerial digital orthoimagery
- Airborne LiDAR
- Multispectral and hyperspectral technology
- Satellite imagery collection and analysis
- Data management and visualization
- Historical aerial photography
- Hydrographic Surveys
- Terrestrial LiDAR
- Land survey
- GIS and database automation
- Application development and programming
- 3D and spatial modeling
- Thematic mapping
- Cadastral mapping
- Mobile mapping solutions
- Field surveys and GPS data collection and processing
- Asset management
- Geodatabase design
- Cartography and map template design
- Web-based GIS and mapping
- Unmanned aerial systems for data collection

Environmental Engineering and Planning

Tetra Tech realizes the importance of conserving and restoring our natural resources for a life that can be enjoyed for generations to come. Our scientists and engineers assess the impacts of human activities on the natural environment, providing solutions that are both feasible for our clients and sustainable for our future.

Our environmental management services include:

- Biological, cultural, and natural resources management
- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- National Environmental Policy Act (NEPA) compliance
- Wetlands assessments
- Conservation and planning
- GIS and remote sensing
- Threatened and endangered species surveys
- Pollution prevention and recycling
- Solid waste recovery
- Air quality monitoring and compliance
- Underground and above-ground storage tank services
- Environmental and ecological risk assessments

Geotechnical Engineering

With hundreds of geotechnical engineers, soils technicians, and drillers on staff, Tetra Tech is one of the largest firms based in North America, providing geotechnical solutions worldwide. We use state-of-practice techniques and test procedures to investigate, analyze, and develop geotechnical engineering recommendations and designs for simple to complex problems relating to groundwater, soil, or rock. Our geotechnical services include:

- Onshore and offshore site investigations
- Foundation investigations and design
- Geohydrology
- Permafrost engineering and geothermal analysis
- Geologic hazard identification
- Rock cut and tunnel design
- Avalanche and rockfall evaluations
- Seismic hazard evaluations and earthquake engineering
- Assessment and design of earth and rock fill dams
- Sedimentation control studies
- Engineering risk assessment
- Slope stability analysis
- Slope remediation and reclamation
- Granular resource evaluations
- Dewatering and seepage analysis
- Geotechnical laboratory testing
- Contaminated land investigation, risk assessments, remedial works design, and validation
- Corridor route evaluations for roads, railways, and pipelines
- Design of road, railway, and airstrip embankments
- Soil-pipe interaction design guidance for pipelines and hydrocarbon well casings
- Waste facilities design
- Construction material evaluations
- Value engineering to optimize design
- Expert witness services

Transportation/Traffic Engineering Planning

Tetra Tech provides the complete range of services to the transportation sector. Whether the project is a residential street improvement, a major interchange, an environmental assessment, a corridor study, or a

major structural design, our professional, experienced staff will provide support from conception through study, design, and construction. Tetra Tech combines large-company resources with regional expertise in planning, permitting, design, construction administration, and program management consulting for highways, structures, transit systems, and aviation facilities.

Our regional approach and consistent delivery has resulted in the majority of our projects being repeat work with long-standing clients. We have provided traffic planning and design engineering services to state and federal government agencies, metropolitan planning organizations and regional planning commissions, local municipalities, and various private sector organizations. Through the use of skilled traffic engineers and planners, we prepare traffic simulation models using the latest software, conduct traffic impact studies for new developments, perform capacity and level of service analyses, develop traffic control plans for complex traffic signal systems, and generate conceptual improvement plans for intersections, streets, and freeway interchanges.

Tetra Tech has completed numerous projects focusing on access management issues, safety concerns along urban streets and rural highways, regional thoroughfare and master plans, major investment studies, statewide intelligent transportation system plans, parking studies, operational analysis of arterial corridors, and preparation of detailed highway lighting plans. We have extensive experience in traffic impact analysis, site access issues, traffic signal design, parking planning and code requirements, and off-site roadway design. We are familiar with all applicable codes, standards, and traffic safety requirements where traffic must be maintained during construction. It is our goal to complete a design that is compatible with our clients' transportation needs, sensitive to the environment, and cost-effective for every public and private dollar spent.

Our transportation services include:

- Transportation planning
- Traffic studies
- Highway and roadway design
- Bridges and retaining structures
- Noise barriers
- Traffic signals and intersection design
- Intelligent transportation systems
- Transit studies
- Transit facility design
- Survey, GIS, and remote sensing
- Right-of-way engineering
- Program management
- Construction management

Cultural Resource Assessment

Tetra Tech provides Cultural Resource Assessments (CRA) to determine whether a project may affect buildings, structures, objects, sites, and districts that are eligible for or listed in the National Register of Historic Places under the State Historic Preservation Office.

Our CRA services include:

- Phase I, II and III archaeological and historical surveys and evaluations
- CRM mitigation actions, including excavations,
- Photographic or other architectural documentation measures (HABS/HAR, etc.) required for the proper recordation of historic structures, including bridges
- Underwater CRM assessments using magnetometer, side scan sonar or similar evaluation processes

Past Record of Performance

It is important to note that throughout the firm's history, we have consistently demonstrated our ability to meet clients' schedules and budgets. As professionals serving many repeat clients, the ability to complete quality work in a timely fashion and within budgets has long been an ingredient in building our strong reputation in our industry since 1966. Our goal: Deliver successful, completed projects fulfilling the needs of our client.

One of the lessons learned in our firm's history is that good planning and good quality Contract Documents are the best foundation for successful completion of a project. Our construction document technologists provide additional assurance that projects will be completed in accordance with the proposed schedule because we pay close attention to each detail and make sure that all aspects of the design are covered in design. To implement these assurances, Tetra Tech has developed an outstanding package of specifications for construction that includes the documents published by the EJCDC of our projects a maintains a local professional staff of resident engineers.

Introduction to Team Members

Tetra Tech has assembled a proven and trusted team of professionals with experience and expertise in all services requested under this contract. We chose these project team members for their ability to provide the specialized services and their availability to commit to this project. Our technical leads and staff have years of experience providing similar services throughout Florida. We are dedicated to working closely with the City of New Smyrna Beach staff by maintaining a strong team with open communication so that we have a clear understanding of this each project.

Our project manager, Mr. **Rod Cashe, PE**, has been managing continuing engineering services contracts for his entire career. He has been the senior project manager for hundreds of contracts for multiplicities in Volusia County (Orange City, Deltona, Daytona Beach Shores, Ponce Inlet) and has been the project manager for the Isleboro Subdivision in New Smyrna Beach for the past year. Thus, he is very familiar with the city and surrounding area. Mr. Cashe has a highly diverse background and experience as a civil engineer having consulted in traffic operations, Transportation, H&H modeling, floodplains, stormwater improvements, and structural engineering.

Mr. Cashe will be directly supported by Mr. **Michael Saxton, PE**, who will act as task manager as well as the stormwater management engineering and planning lead. He was the lead design engineer for the Iselboro Stormwater Improvement for New Smyrna Beach this past year and is an accomplished civil engineer in the areas of utilities, pump stations, floodplains, and stormwater management.

To ensure that every project is delivered to the highest standards, Mr. **William Musser, PE** will lead the quality assurance and quality control initiatives. Having been a project engineer, project manager, or City engineer for the cities of New Smyrna Beach, Deltona, Daytona Beach, Daytona

Project Manager / Principal Engineer

Roderick Cashe, PE, CDT, LEED AP

QA/QC

William Musser,
PE, CFM, PWS, PH

Task Manger

Michael Saxton, PE, CFM

In-House Technical Leads

Stormwater Management Engineering & Planning
Michael Saxton, PE, CFM

Survey / CAD
Lawrence Jenkins, PSM

Utilities
Burl Reardon,
PE, LEED AP

Civil/Site Design
James Warner,
PE, LEED AP

Transportation/ Roadway
Nick Benedico, PE, AICP

Construction Administration
Susan Hayse, CSI, CDT

Parks/Streetscapes
Tim Vanderwalker PE, CDT

GIS/Mapping
Alex Montalvo

Subconsultant Technical Leads

Ecological
Jay Exum, PhD [1]

Geotechnical
Brian Pohl, PE [2]

Archaeological/Environmental Assessments
Brent Handley, MA, RPA [3]

[1] Exum Environmental
[2] Universal Engineering Sciences (UES)
[3] Environmental Sciences, Inc. (ESI)

Beach Shores, Ponce Inlet, Orange City, and Edgewater; Mr. Musser has much experience and first hand knowledge of the Volusia County area communities, coastal issues, and the City of New Smyrna Beach. He was the Project Manager of the structural wall and environmental permitting of Ester Street Park for the City, the CEI services fro the FDOT landscaping at I-75, and QA/QC Reviewer for the work at Isleboro. He also is also an interested member of the New Smyrna Beach community owning a house a house at 404 Peninsula Drive.

Experience and Abilities of Professional Personnel

The Tetra Tech team has selected an exceptional cadre of employees to support the objectives of New Smyrna Beach. This section summarizes the relevant experience, availability, and current workload of the key staff proposed. The Tetra Tech team will be led by distinguished professionals who bring extensive years of combined experience in municipal programs. As-needed support will be provided by our sub-consultants Environmental Sciences, Inc., Exum Environmental, and Universal Engineering Sciences, detailed later on in this section. Full resumes of our proposed team can be found in Tab 4: Other.

Roderick Cashe, PE, CDT, LEED AP
Project Manager/Principal Engineer

Mr. Cashe has served as a civil engineer since 1987. With Tetra Tech, he is a Senior Project Manager with extensive experience serving the public sector of civil and environmental engineering. He is Tetra Tech's Civil Engineering Discipline Leader for southeastern region and is responsible for staff in six offices in three states including Florida, Tennessee, and Kentucky.

In Florida, Mr. Cashe has worked in over 45 counties, in the areas of civil site engineering for public and private facilities; stormwater management planning and engineering design; hydrologic and hydraulic modeling for city-wide infrastructure and regional stormwater management facilities and BMPs; stormwater pump stations for flood control; Design, permitting and construction administration of stormwater CIP projects for water quality and flood control; infrastructure engineering for utilities including force mains, water mains, gravity sewer and sanitary lift stations; and commercial, institutional, residential and multi-family site development.

Michael Saxton, PE, CFM
Task Manager, Stormwater Management Engineering & Planning Lead

Mr. Saxton is a water resources engineer with more than twelve years of public and federal sector consulting experience. His experience in civil environmental engineering includes master planning, new and retrofit design, construction administration, alternative materials evaluation, roadway layout and design, retention/detention water quality improvements, storm sewer networks, hydrologic and hydraulic modeling, floodplain analysis, water control structure evaluation/design, storm water and waste water pump stations, odor evaluations, gravity sewer collection systems and transmission mains utilizing open trench and trenchless designs for force mains, water mains and reclaimed water mains.

William Musser, PE, PH, CFM, PWS, LEED AP
QA/QC Lead

Mr. Musser will serve as QA/QC Manager on your projects. He will be responsible for providing technical expertise during design, identifying key resources for performing the work, and reviewing the technical documents for sound engineering. He has more than 30 years of experience in serving cities and counties across the state of Florida. As a Vice President with the firm, Mr. Musser has served numerous Northwest Florida clients including Santa Rosa County, Walton County, Destin, Panama City Beach, and Panama City.

Burl Reardon, PE, LEED GA
Utilities Lead

Mr. Reardon has more than 17 years of experience as a civil engineer. One primary focus on our stormwater service teams has been in the implementation and

annual maintenance of municipal and industrial NPDES programs. His design experience includes all aspects of civil engineering projects, as well as performing construction plan reviews for municipalities. Typical project design experience includes drainage design, permit acquisition, site layout, paving and grading design, water and sewer utility design as well as sanitary and storm sewer lift station design.

Nick Benedico, PE, AICP
Transportation/Roadway Lead

Mr. Benedico will lead the transportation and traffic efforts. He has 26 years of experience and is responsible for managing Tetra Tech's Florida transportation resources. He has overseen management oversight, coordination, marketing, client contact, project scheduling, quality assurance and control, billing, profitability, and progress reporting. Mr. Benedico's extensive experience ranges from minor roadway improvements to complex highway design.

Tim Vanderwalker, PE, CDT
Parks/Streetscapes Lead

Mr. Vanderwalker will serve as your parks and streetscapes lead, ensuring the City's goals and objectives on each task order are successfully met. He has over 10 years of experience in the preparation of contract documents including plans, specifications, and opinion of cost development for numerous infrastructure projects including transportation and roadway improvement, water system improvement, and water reuse. He has extensive experience at the local and national transportation design levels with experience on state highways in Florida, Tennessee, Arizona, and California. His relevant experience includes turn lane improvements and CR 395 and US 98 intersection improvements in Walton County, Kelly Street Phase II in Destin, Cherry Avenue Grade Separation in San Bernardino, California, and the Sandestin Gate Alternatives Study in Destin, Florida.

Lawrence Jenkins, PSM
Survey/CAD Lead

Mr. Jenkins is a Vice President with Tetra Tech with over 30 years of professional experience. He is responsible for overseeing all surveying services throughout the Southeast. His experience in northwest Florida includes projects in numerous Central and North Florida municipalities.

James Warner, PE, LEED AP
Civil/Site Design Lead

Mr. Warner will provide civil engineering services. He has 26 years of experience in a broad range of design, permitting, and management projects. His Florida includes roadways, stormwater master drainage systems, commercial, industrial, military ,and residential developments, utility systems, and numerous small site development plans. His has over 20 years of municipal consulting engineering experience in stormwater retrofit designs for New Smyrna Beach and in the Cities of Destin, Deltona, Minneola, and Miami Beach.

Susan Hayse, CDT
Construction Administration

Ms. Hayse has over 20 years of experience providing construction administration support services. She has extensive experience in construction administration (shop drawings, RFIs, pay applications, project closeout), bidding processes (advertisement, addenda, award, conformance), and project administration (specifications, reports, scheduling) from design through the bidding/construction of various facilities. Ms. Hayse is experienced in the use of *SpecsIntact*, *CSI MasterFormat*, *Microsoft Project*, *Primavera Construction Manager*, *Prolog*, and various web-based construction management programs.

Alex Montalvo
GIS/Mapping Lead

Mr. Montalvo has over 20 years of experience related to geographic information systems. A key component of his job function is to coordinate and integrate GIS with engineering practices. GIS is a tremendous benefit to all disciplines in its ability to analyze and exhibit complex data, and its ability to place this information in the hands of key decision makers.

Additional Resources and Team Members

CAD Staff

Our CAD team has assisted clients with a range of projects using a suite of up-to-date programs. Our experienced CAD staff is lead by Mr. Lawrence Jenkins. Additional information on our CAD capabilities is detailed in Tab 4: Other.

Administrative Support Staff

As a major Tetra Tech design center, our Orlando office is home to most of our Florida administrative staff. Although we pride ourselves on operating as an agile, independent team of engineers, our firm's size allows us to draw upon the support of our experienced administrative staff. Our administrative staff is well integrated with our construction administration staff.

Our Subconsultants

Our Tetra Tech team will be strengthened with the addition of carefully chosen subconsultants:

- **Environmental Sciences, Inc.** (ESI) will handle the City's archaeological survey requirements and environmental assessments.
- **Exum Environmental** will lead the ecological component of our projects.
- **Universal Engineering Sciences** will provide geotechnical services.

Workload and Performance Capability

To fully serve New Smyrna Beach, you need a team of professionals who are not only highly experienced, but also available to you at a moment's notice. The importance of this cannot be overstated. The key personnel on our project team have been successfully providing engineering consulting services to municipal, governmental, and private clients throughout Florida for more than 20 years. Key team members are located in our Tallahassee office and throughout Florida and are dedicated to serving the City of New Smyrna Beach.

Commitment and Availability

The Tetra Tech team commits all of the proposed staff assigned to the project in the organization chart. They have immediate availability to implement projects upon receipt of a Notice to Proceed. If additional staff beyond those team members identified within this Statement of Qualifications is necessary, Tetra Tech has the resources available to commit additional team members. Tetra Tech has several offices throughout the State of Florida. Our offices are linked through our company network, as well as through our intranet system. We can expeditiously transfer files and data of virtually any size through use of our file transfer system.

As part of the Project Management Plan, Tetra Tech projects man-hour requirements to ensure its ability to have adequate staff available to complete project milestones on time. Regardless of the various scheduling tools, commitment of resources is the most critical factor in completing a project in a timely

manner. Tetra Tech's workload projections indicate that there will be an abundance of resources available to execute the City's projects.

Our Project Manager, Mr. Cashe, lives locally in Orlando. The QA/QC Lead, Mr. Musser, is Vice-President of our Tetra Tech unit responsible for balancing all workload of all of our staff in Florida. We have all the resources and staff necessary to quickly execute the work assignments and complete the project correctly. This is one of the advantages of a large firm that has specialized in serving municipalities of the size and resources of a community like New Smyrna Beach. We bring large firm capabilities and people with an understanding of local municipal needs.

Mr. Vanderwalker and Mr. Musser have the authority to balance workloads of various Project Managers and Project Design leads to ensure product delivery is met on time and on budget. Our unit's workload projections show we have the capacity and staff to meet the projected hours for continuing professional services assignments.

Ability to Meet Time and Budget Requirements

Many of the projects we perform are dependent on meeting rigid submission dates in order to maintain permit compliance or to acquire funding. Projects presented in this Statement of Qualifications were completed on time and within budget as described in the detailed project descriptions.

Our clients vary in size and scope from small local public agencies and private companies to national governments and large multi-national corporations. These clients come to Tetra Tech for high-caliber technical expertise, practical experience, multi-disciplinary capabilities, and the global reach needed to analyze their problems in order to develop and implement the most appropriate, cost-effective solutions.

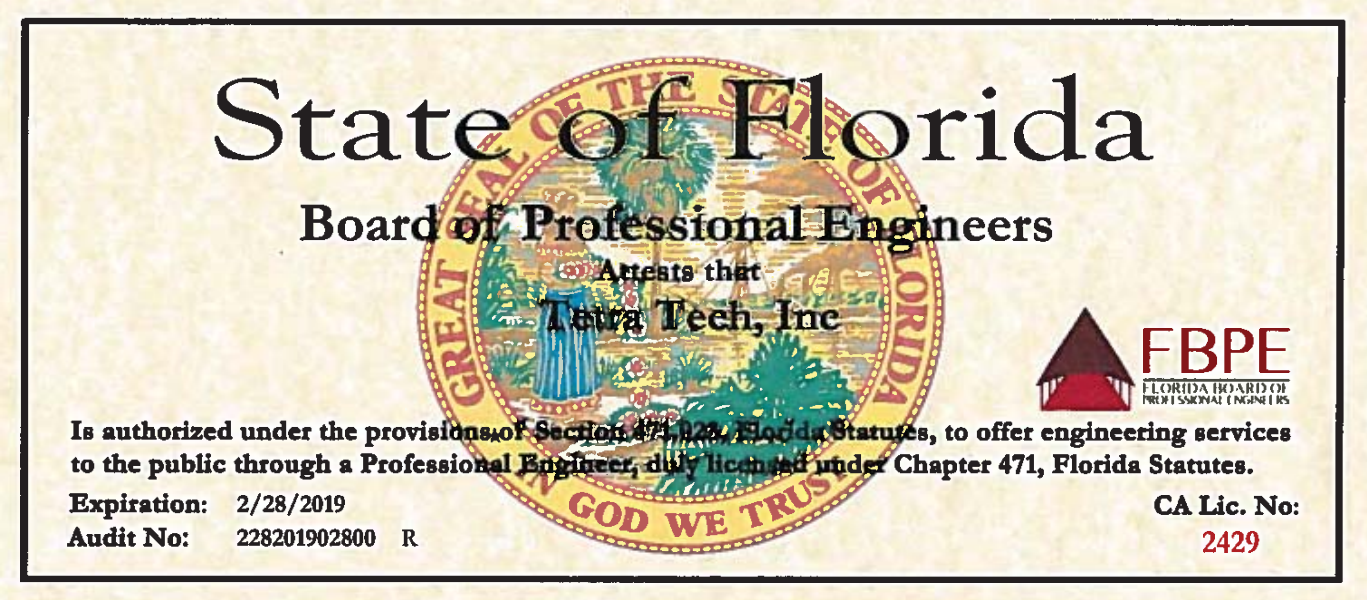
Our local office philosophy allows the City to benefit from the best of both worlds—local, personalized service with nationally recognized resources.

Our core principles form the underpinning of how we work together to serve our clients:

- **Service**: Tetra Tech puts its clients first. We listen better to understand our clients' needs and deliver smart, cost-effective solutions that meet those needs.
- **Value**: Tetra Tech takes on our clients' problems as if they were our own. We develop and implement real- world solutions that are cost-effective, efficient and practical.
- **Excellence**: Tetra Tech brings superior technical capability, disciplined project management, and excellence in safety and quality to all of our work.
- **Opportunity**: Our people are our number one asset. Our workforce is diverse and includes leading experts in our fields. Our entrepreneurial nature and commitment to success provide challenges and opportunities for all of our associates.

License and Certifications

Current License



State of Florida

Board of Professional Engineers

Attests that

Tetra Tech, Inc

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201902800 R

CA Lic. No: 2429

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/23/2016

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	The Insurance Co of the State of PA	19429
INSURER D:	American Home Assurance Co.	19380
INSURER E:	AIG Europe Limited	AA1120841
INSURER F:		

INSURED
Tetra Tech, Inc.
201 East Pine Street
Suite 1000
Orlando FL 32801 USA

COVERAGES **CERTIFICATE NUMBER:** 570063785107 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			GL6051604	10/01/2016	10/01/2017	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY			CA 319-45-11	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB X OCCUR			TH1600053	10/01/2016	10/01/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $100,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014629374	10/01/2016	10/01/2017	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC014629378	10/01/2016	10/01/2017	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH)			WC014629379	10/01/2016	10/01/2017	E.L. DISEASE-EA EMPLOYEE	$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC014629380	10/01/2016	10/01/2017	E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2015	10/01/2017	Each Claim Agggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Tetra Tech, Inc.
201 E Pine Street, Suite 1000
Orlando FL 32801 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570063785107

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ACORD 25 (2016/03)

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Florida Small Business/Minority Certifications

Tetra Tech is not a Florida Small Business or Minority business enterprise.

Similar Projects

Introduction

As demonstrated by our long-term continuing contracts and diverse history of work throughout Florida, the Tetra Tech team is closely familiar with the skills and procedures required to successfully complete any project for the City of New Smyrna Beach as described under the scope of services. The projects below show not only our ability to stay on schedule and on budget, but also our strengths in site development from utility enhancements to roadways and paving.

	Project Name and Client	Utility Enhancement	Stormwater Retrofit	Recreational Facilities	City Complexes	Streetscape	Roadway/Paving	Site Development Project	Original Budget vs. Actual Budget	Estimated Timeline vs. Actual Timeline
1	**Deltona Fire Station** City of Deltona, Florida	✓			✓		✓	✓		
2	**Lake Hiawatha Preserve** City of Clermont, Florida			✓	✓	✓	✓	✓		✓
3	**Community Center Improvements** City of Destin, Florida			✓	✓			✓	✓	✓
4	**Islesboro Stormwater Improvements** City of New Smyrna Beach, Florida	✓	✓			✓	✓	✓	✓	
5	**Mountain Drive Stormwater and Streetscape** City of Destin, Florida	✓	✓			✓	✓	✓		
6	**Audubon Park and Regional Surface WTF** City of Deltona, Florida		✓	✓	✓		✓	✓	✓	✓
7	**Conservation Park/Reuse to Wetlands** City of Panama City Beach, Florida			✓	✓			✓		
8	**Southwest 6 & 7** City of Cape Coral, Florida	✓	✓			✓	✓	✓	✓	
9	**11th Avenue & Eastern Wastewater Treatment Plant Site Development** City of Deltona, Florida	✓	✓		✓		✓	✓		✓
10	**Stormwater Evaluation of Lake Bonnet Outfall** City of Lakeland, Florida	✓	✓					✓	✓	✓

Project 1 **Deltona Fire Station**

Client

City of Deltona, Florida

Site Development?

Yes



Reference

Gerald Chancellor
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
386.878.8998

Select Team Members

William Musser, PE
Project Manager

Roderick Cashe, PE
James Warner, PE
Project Engineers

Project Highlights

- Utility Enhancements
- City Complex
- Roadway/Paving
- Site Development Project

Background

Tetra Tech oversaw the site development for an 18-acre site off of Howland Boulevard to be used as the City's newest Fire and Rescue Complex. The site is to have a fire station as well as an emergency 911 dispatch and rescue center.

Services

The site contained potential site development issues that were investigated including:

- Floodplain encumbrance
- Listed species (gopher tortoises and scrub jays)
- Utility provision and fire flow requirements
- Site access issues and response time
- Geotechnical (soils suitability) verification
- Wetlands and tree preservation review
- Stormwater management
- Zoning and site planning
- Environmental Site Assessment Phase I
- The investigation determined that the site was useable but had two significant time sensitive issues for the City to consider:
- Potential Scrub Jay habitat and mitigation
- Utility service limitations for adequate on-site fire flow requirements.

Project 2 **Lake Hiawatha Preserve**

Client

City of Clermont, Florida

Site Development?

Yes

Timeline

Original: 12 months
Final: 10 months



Reference

James Kinzler
City of Clermont
685 West Montrose Street
Clermont, FL 34711
352.241.0178

Select Team Members

James Warner, PE
Project Manager

Michael Saxton, PE
Burl Reardon, PE
Project Engineers

Project Highlights

- Site Development
- Reduced Timeline
- Recreational Facility
- City Complex
- Streetscape
- Roadway/Paving

Background

The Lake Hiawatha Preserve is a monumental endeavor for the City of Clermont as it is the first passive recreational park within the City. This new 219 acre preserve includes restrooms, picnic pavilions, bike trails, fishing pier, floating dock, playground, and a volleyball court for the local community.

Services

Tetra Tech providing preliminary planning, survey, geotechnical, ecological, design, permitting (FDEP, SJRWMD), bidding, and construction administration services for the completion of Phase 1B, which is the development on the Lake Minneola shore. This phase includes a new restroom facility, picnic pavilion, floating dock, fishing pier, three sand volleyball courts, nature trails, walkways, and associated parking amenities.

The project was completed before schedule, reducing the overall timeline from 12 months to 10 months.

Project 3 **Community Center Improvements**

Client

City of Destin, Florida

Site Development?

Yes

Budget

Original: $300,000
Final: $263,514

Timeline

Original: 6.5 months
Final: 6.5 months



Reference

Tim Pietenpol
Deputy Public Services Director, City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
850.837.4242

Select Team Members

Tim Vanderwalker, PE
Project Manager

Roderick Cashe, PE
Burl Reardon, PE
Project Engineer

Project Highlights

- Site Development
- Under Budget
- On Schedule
- Recreational Facility
- City Complex

Background

After continual issues with water intrusion during rain events, the City of Destin contracted Tetra Tech to provide an assessment of the City's Community Center and provide a recommendation for mitigating the cause of the water intrusion.

Services

Tetra Tech performed a condition survey of the Community Center roof and building envelope to determine points of potential water intrusion and the remaining life of the roof.

The results of the conditions assessment confirmed that the roof was in need of replacement. Previous work performed piece-meal and other coatings applied to the roof were determined to be deficient and exacerbated the issues.

Following the conditions assessment, Tetra Tech was tasked by the City to assist in procuring design/build services for the replacement of the existing roof and repair of other problematic areas found on the building envelope. Upon selection of the contractor, Tetra Tech performed construction administration service to observe construction to verify it was performed according to the Contract Documents, as well as review requests for information (RFIs), change order requests, and pay applications. The project was completed below the City's budget amount and within the contractor's Contract Time.

Project 4 Islesboro Subdivision Stormwater Improvements

Client

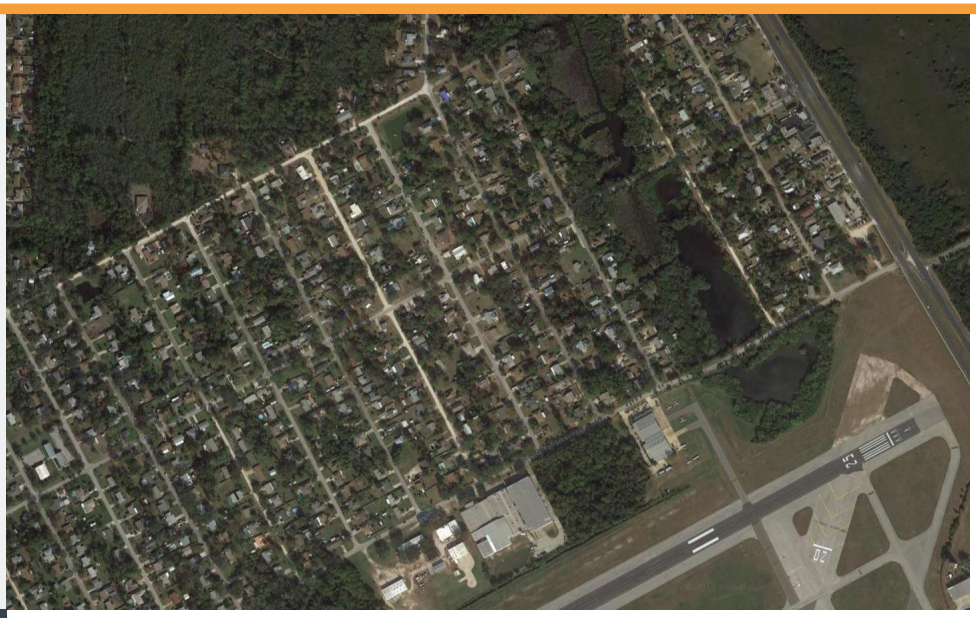
City of New Smyrna Beach, Florida

Site Development?

Yes

Budget

Original: $11,300,000
Final: $10,800,000



Reference

Kyle W. Fegley, PE
City of New Smyrna Beach
2650 North Dixie Freeway
New Smyrna Beach, FL
32168
386.410.2811

Select Team Members

Roderick Cashe, PE
Project Manager

Michael Saxton, PE
Tim Vanderwalker, PE
James Warner, PE
Project Engineers

Project Highlights

- Site Development
- Under Budget
- Utility Enhancement
- Stormwater Retrofit
- Streetscape
- Roadway/Paving

Background

In late September 2014, the City of New Smyrna Beach (City) experienced significant flooding from a major rainfall event. The Islesboro Subdivision, located on the north side of the New Smyrna Beach Municipal Airport near Turnbull Bay, was one of the hardest hit areas with several homes which had flood water rise above their finish floor elevation. Some of the factors that appear to be contributing to the flooding are the lack of adequate storage areas for stormwater runoff and conveyance infrastructure to convey flows into the Turnbull Bay.

Services

Tetra Tech was retained by the City to investigate and execute the design for improvements to the existing stormwater system. Tetra Tech is providing surveying and engineering services necessary to develop alternative solutions, prepare construction documents, conduct permitting services, provide bid support and assist the City with the administration of construction. In addition, the City is planning to pave several shell-rock roads as a part of the construction for the flood management improvements in order to take advantage of the economy of scale that may be gained by constructing the improvements under one contract.

As part of the Preliminary Design Report Study, the Interconnected Channel and Pond Routing Model version 4.0 (ICPRv4) was used to simulate the water quantity hydrograph and routing. The ICPRv4 computer model was selected based on its ability to simulate the unique hydrologic and hydraulic characteristics of the study area with fully integrated 1D links and nodes and 2D overland flow modules. Tetra Tech also performed the design storm calibration as part of this project.

Project 5 Mountain Drive Stormwater and Streetscape

Client

City of Destin, Florida

Site Development?

Yes



Reference

David Campbell
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850.837.4242

Select Team Members

Roderick Cashe, PE
Engineer of Record

Michael Saxton PE
Tim Vanderwalker, PE
Project Engineers

Project Highlights

- Site Development
- Under Budget
- Utility Enhancement
- Stormwater Retrofit
- Streetscape
- Roadway/Paving

Background

Tetra Tech's services include drawings and specification preparation sufficient for competitive bidding of private construction companies to layout, grade, and construct approximately 4500 linear feet (LF) of roadway and streetscape improvements. The proposed improvements will be based on the conceptual design prepared by Tetra Tech and EDSA for the Mountain Drive Improvements adopted by the City of Destin Community Redevelopment Agency (CRA) on October 30, 2007 and included in the December 21, 2007 Harbor District Implementation Plan.

Services

In general, the proposed improvements to Mountain Drive include:

- Two 12-foot wide east/west vehicular travel lanes
- Two 4-foot wide east/west bicycle lanes adjacent to vehicular travel lanes
- Pedestrian crosswalks at north/south neighborhood streets
- Sidewalk on south side only
- Streetlights on south side only
- Convert north/south overhead utility lines underground (east/west lines shall remain) within right-of-way of Mountain
- DriveNew stormwater management and conveyance system
- Roadway profile adjustment recommendations

Tasks for this scope of work include:

- Surveying, Geotechnical Investigations and Reporting
- Schematic Design
- 30% Complete Design, 60% Complete Design, 90% Complete Design, Stormwater Permitting
- Construction Administration Services

Project 6 Audubon Park and Regional Surface Water Treatment Facility

Client

City of Deltona, Florida

Site Development?

Yes

Budget

Original: $1.6m (Phase I&II)
Final: Phase I = $1.155m
Phase II = $300,000

Timeline

Original: 18 months
Final: 18 months







Reference

Mr. Gerald Chancellor
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
386.878.8998

Select Team Members

Roderick Cashe, PE
Project Manager

Michael Saxton, PE
William Musser, PE
James Warner, PE
Project Engineer

Project Highlights

- Site Development
- On Budget
- On Schedule
- Stormwater Retrofit
- Recreational Facility
- Roadway/Paving

Background

The City of Deltona purchased a large tract of land, known as the Ledford property, to create a park centered on a regional surface water treatment facility. The upland area on the site was originally used as a chicken farm. An environmental cleanup was conducted on a portion of the site to remove an onsite retention area that was used as a receiving area for the chicken waste. The nutrient laden water and three (3) feet of soils inside the pond had to be removed and disposed of at a landfill. Their plan was to connect it to a bike trail proposed to be constructed as part of a rails-to-trails project by the county. The park consists of a parking area with a paved access drive and grass parking; a handicap ramp, a nature trail around a conservation area, a 400-foot long boardwalk over the conservation area, walking paths around the regional surface water treatment facility, and educational kiosks explaining the functionality of the treatment facility.

Services

The regional surface water treatment facility was constructed to offset discharge from the Theresa Basin, previously landlocked, which is now connected to Lake Monroe which is an impaired water body for total nitrogen (TN) and total phosphorous (TP). Discharge into Lake Monroe is only allowed on an emergency basis based on the operation schedule to prevent flooding of residential homes. The most critical element of the permitting process was establishing a water quality mitigation plan with SJRWMD to offset nutrient loading into Lake Monroe. The regional surface water treatment facility consists of a three-chambered, ten-acre detention pond designed to receive surface water from a 528-acre residential area. The chambers in the detention pond consist of a deep pool sedimentation area, a planted littoral shelf and an open water wet detention area. The flow from this residential area is pumped through two miles of 12-inch forcemain into the regional surface water treatment facility.

Project 7 Conversation Park/Reuse to Wetlands

Client

City of Panama City Beach, Florida

Site Development?

Yes



Reference

Mr. Al Shortt, PE
City of Panama City Beach
110 South Arnold Road
Panama City Beach, Florida
32413
850.233.5100

Select Team Members

William D. Musser, PE
Tim Vanderwalker, PE
Project Engineer

Project Highlights

- Site Development
- Recreational Facilities
- City Complexes

Background

Tetra Tech began serving the City of Panama City Beach in 1993 as part of a utility rate evaluation study. The City subsequently tasked Tetra Tech with reviewing rapid infiltration basins (RIBs) for wastewater disposal in 1994 and further in 1996. In 2000, the City retained Tetra Tech under a Continuing Services Agreement to provide engineering services related to the City's wastewater and reclaimed water program. The first task order included the preparation of a Reuse Feasibility Study and Reclaimed Water Master Plan followed by the design, permitting, and construction services for the largest Reuse To Wetlands project in the US to make the City the first city in Bay County to not directly dispose any wastewater effluent in the St. Andrews Bay System and the first utility in Bay County to be 100% Reuse.

Services

Full Engineering and Architectural Services were provided for the public access building

Extensive Environmental Services were required to delineate wetlands, different vegetative habitats, mitigate wetland impacts resulting from the proposed improvements, and obtain FDEP certification the site had been hydrologically altered and would be classified as a receiving wetland for wastewater reuse.

In addition to expanding public access reuse across the City, the primary reuse project included a pump station, 4.5 miles of 36-inch reclaimed water main, public facility building, and over 9 miles of reclaimed water distribution main.

Project 8 Southwest 6 & 7 Utility Extension Program

Client

City of Cape Coral, Florida

Site Development?

Yes

Budget

Original (Design): $7.6m
Final (Design): $7.6m

Original (Constr.): $77.0m
Final (Constr.): $73.9m



Reference

Jody Sorrels
City of Cape Coral
P. O. Box 150097
Cape Coral, FL 33915
239.242.3227

Select Team Members

Roderick Cashe, PE
Lead Engineer

Michael Saxton, PE
James Warner, PE
Design Engineers

Susan Hayse
Construction Administrator

Project Highlights

- Site Development
- Under Budget
- Utility Enhancement
- Stormwater Retrofit
- Streetscape
- Roadway/Paving

Background

The initial development for Cape Coral planned for over 350,000 residential lots and a projected population of over 400,000. Today, the City has nearly 170,000 residents and is the 3rd largest city geographically in the state of Florida. As development continued, centralized water and wastewater services were added. However, as development began to outpace the rate at which centralized services could be provided, water and wastewater service had to begin to be provided through on-site wells and septic tank/drain field systems. Although the City did expand service as funds were available, the pace of growth far exceeded the utility extension pace. As such, the City developed and adopted a Utilities Master Plan which outlined the Utility Extension Program (UEP) in a phased approach that would ultimately extend water, wastewater and irrigation water service to virtually all areas south of Pine Island Road (SR 78) and some areas north of Pine Island Road. The UEP proceeded with the completion of Southwest 1, 4 and 5, with the design and permitting completed for Southwest 6 & 7 in August 2008.

Services

In 2012, City Council voted to continue with the UEP and selected Tetra Tech to perform value engineering and plan adoption of the prior design; hydraulic modeling; financial assistance; bidding assistance (including assistance with pre-qualifying contractors); and construction management/construction engineering inspection (CEI) services. In order to maintain a consistent contract size, the Southwest 6 & 7 area was broken into (12) sub areas, and those were further reduced to (7) contracts and released for bid. The project area consists of over 4 square miles and 200 miles collectively of infrastructure.

Project 9 11th Avenue & Eastern Wastewater Treatment Plant Site Dev.

Client

City of Deltona, Florida

Site Development?

Yes

Timeline

Original (Design): 7 mo.
Final (Design): 5 mo.



Reference

Matt Doan
City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
386.878.8950

Select Team Members

Roderick Cashe, PE
Project Manager

Michael Saxton, PE
James Warner, PE
Burl Reardon, PE
Project Engineers

Project Highlights

- Site Development
- On Schedule
- Utility Enhancement
- Stormwater Retrofit
- City Complex
- Roadway/Paving

Background

Land area was at a premium at the selected WWTP site and the City wanted to maximize the usable acreage by utilizing an MBR process on a site that would not support that capacity utilizing conventional treatment processes. Tetra Tech served as the Design Engineer for the new 1.5 mgd (expandable to 3.0 mgd) Eastern Wastewater Treatment Plant (WWTP) site for the City of Deltona. The plant was designed by others.

Services

As the Design Engineer, Tetra Tech is completed all design and permitting efforts for the site development including civil, site, and environmental design, SJRWMD and FDEP permitting. Tetra Tech was also responsible for developing a computer model to establish the 100-year flood elevation to support an application for a FEMA Flood Map Revision. The project consists of:

- 3,040 feet of 18 inch through 36 inch stormwater piping.
- Dual 5 foot BEBO Arch Bridge at stream floodplain crossing.
- 2,850 feet of 20 inch force main.
- 2,850 feet of 20 inch reuse main.
- 1,650 feet of 12 inch water main.
- 1,200 feet of 14 inch HDPE water main via directional drill.
- 2,800 feet of access road and roadway.
- Four (4) stormwater ponds; two for the access road and two for the WWTP site.
- Demolition, clearing and grubbing, and preliminary site grading.

Project 10 **Stormwater Evaluation of Lake Bonnet Outfall**

Client

City of Lakeland, Florida

Site Development?

Yes

Budget

Original: $39,000
Final: $39,000

Timeline

Original: 6 months
Final: 6 months



Reference

Laurie Smith
City of Lakeland
407 Fairway Avenue
Lakeland, FL 33801
836.834.6276

Select Team Members

Roderick Cashe, PE
Senior Project Manager

Project Highlights

- Site Development
- On Budget
- On Schedule
- Utility Enhancement
- Stormwater Retrofit

Background

Lake Bonnet outfalls through an earthen canal west through several residential areas and the Lone Palm Golf Club. During high rainfall events, the flow control weir on Lake Bonnet will typically open to route flows through the outfall canal. The owners of the Lone Palm Golf Club expressed concern regarding the significant accumulation of sediment and trash debris in the southeast pond which is bisected by the Lake Bonnet outfall canal. The City, determined to assess the sources of the debris and alternative solutions to remedy any portion of the problem that may be from offsite, authorized Tetra Tech to conduct a stormwater evaluation of the Lake Bonnet outfall canal and the contributing conveyance infrastructure in this watershed.

Services

Tetra conducted an extensive field investigation to assess the condition of all ditches and canals connected to the main outfall canal to visually observe erosion and sources of trash and other debris that may be contributing to downstream conditions. Our Field staff also conducted ground truthing upland of the ditches and canals to visually observe areas of interest identified during our desktop analysis. During reconnaissance in the field, our team established locations for Tetra Tech's surveyors and geotechnical engineers to obtain canal cross sections; probes to determine depths of sediment formation in the bottom of the main canal and the stormwater pond on the golf course; a grain size distribution analysis for flows through the golf course pond; and water quality samples to examine potential pollutant load reduction alternatives that may also be useful in helping the City achieve its nutrient reduction goals.

Litigation Statement

Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, primarily alleging professional errors or omissions. Tetra Tech carries professional liability insurance, subject to certain deductibles and policy limits against such claims. Tetra Tech believes that the resolution of these claims will not have a material effect on our financial position or results of operations.

Client References

Client Name and Contact	Services Performed
1 **City of Deltona** Name: Joseph Walker Title: Stormwater Projects Coordinator 201 Howland Boulevard Deltona, FL 32738 386.878.8950 jwalker@deltonafl.gov	• 15 years of continuing services • Services included wastewater distribution system design, pump station, force main design, park improvements, permitting, and construction administration
2 **City of Destin** Name: David Campbell Title: Public Works Director 4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242 dcampbell@cityofdestin.com	• 17 years of continuing services • Services included survey, civil, environmental/planning, geotechnical, transportation/traffic, and cultural resource assessment
3 **City of Lakeland** Name: Laurie Smith Title: Manager, Lakes & Stormwater Division 407 Fairway Avenue Lakeland, FL 33801 863.834.6276 laurie.smith@lakelandgov.net	• 26 years of continuing services • Services included hydrologic and hydraulic modeling, route planning, preliminary design, surveying, final design, permitting, and construction administration
4 **City of Fort Myers Beach** Name: Scott Baker Title: Public Works Director 2525 Estero Boulevard Fort Myers Beach, FL 33931 239.765.0202 sbaker@fortmyersbeachfl.gov CC: chelsea@fortmyersbeachfl.gov	• 4 years of continuing services • Services included hydrologic and hydraulic modeling, preliminary and final design, master planning, and construction services
5 **Brevard County** Name: Virginia Barker Title: Director of Natural Resources Management 2725 Judge Fran Jamieson Way, Building A Viera, FL 32940 321.633.2016 virginia.baker@brevardfl.gov	• Services included survey, civil, environmental planning and design, hydrologic and hydraulic modeling, preliminary and final design, and CEI

Leading-Edge Technology

Tetra Tech is committed to maintaining and updating its computers, equipment, software, and library to provide the most up-to-date resources. This approach not only supports our staff in completing high-quality work on time, but also adds value to every project we undertake.

Tetra Tech maintains updated computer equipment and software as needed by various departments within the organization. Our suite of programs includes resources for utility rate structure analysis, financial analysis, asset evaluation, and capital planning. Our GIS department has the necessary hardware and software to generate billing determinants and evaluate customer characteristics.

Modeling, CAD, and BIM

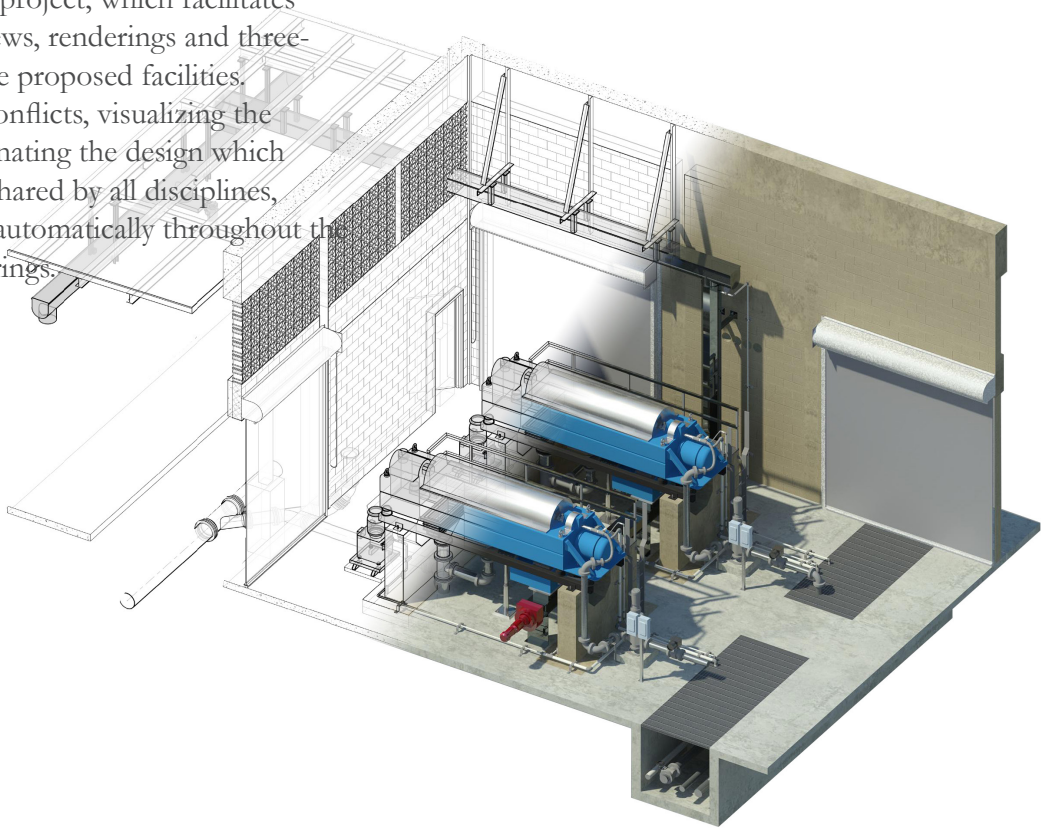
Tetra Tech uses Revit® building design software for the design of the structural, architectural, process and mechanical elements of a project, which facilitates the creation of section views, renderings and three-dimensional models of the proposed facilities. This can aid in avoiding conflicts, visualizing the proposed,facilities, coordinating the design which is built in a single model shared by all disciplines, reflecting design changes automatically throughout the model and creating renderings.

Tetra Tech often prepares drawings using AutoCAD or AutoCAD Civil 3D. The use of Civil 3D allows us to more easily cut sections that are accurate to the topographical survey information. This software also enables the elevations of existing and proposed subgrade piping and structures to be entered so that piping profiles can be generated and checked for conflicts and required separation.

GIS

Tetra Tech has a wide range of experience in providing quality Geographic Information System (GIS) assistance to our clients. This experience includes database development and inventory for Capital Improvement Projects, migration from a CAD system to a GIS and/or hydraulic modeling system. Inventory and mapping of transportation systems, stormwater systems, water systems, and reuse and wastewater systems.

Tetra Tech's GIS team has assisted our clients with water, wastewater, and reuse master plans through the mapping of existing systems in a GIS and hydraulic



modeling software such as Bentley (formerly Haested) and MWH Soft, Inc. and working with our Engineers in developing recommended system improvements for future growth.

We have assisted numerous clients throughout Florida with their GIS needs, including the Cities of Bonita Springs, Punta Gorda, Deltona, Orange City, Orlando, Minneola, Winter Garden, Mount Dora, Lakeland and the Counties of Orange, Osceola, and Lake, among others. A summary of the GIS capabilities and services is provided below:

- GIS database development for municipalities' zoning, future land use and comprehensive planning
- Hydrogeological assistance for groundwater modeling and well field expansions
- FEMA stormwater base flood elevation model development
- GASB 34 assistance
- Hydraulic modeling assistance
- As-built conversion to GIS for system documentation
- Asset management

Floodplain Mapping

Tetra Tech has experience in providing flood hazard assessments within the floodplain. These include extensive hydrologic and hydraulic modeling, CHAMP and wave run up modeling, mapping, and letter of map revision for physical map revisions as well as review of models that may be adopted by FEMA. We have completed this for inland and coastal models.

Our Utility Expertise

Tetra Tech has significant expertise in the areas of water supply, distribution, treatment, storage and other miscellaneous hydrogeological, water, wastewater utility related services. Our extensive background has been focused throughout the State of Florida in a variety of projects.

Mr. Daniel Allen is an experienced environmental engineer with 35 years' experience in utility management, master planning, water resources engineering and the design and construction of water and wastewater treatment, effluent reuse and disposal, water distribution, wastewater collection/transmission and well pumping systems. Mr. Allen's specific pipeline experience includes the design, permitting and construction management of over 256 miles of pipelines ranging from 2-inch diameter low pressure sewer pipelines to 42-inch potable water transmission mains. He has also designed larger mains to 54-inch diameter at water and wastewater treatment facilities.

Ms. Janine Alexander has over 20 years of utility experience including project management for the design of new facilities, relocations of existing facilities, utility coordination, permitting, construction administration, construction management, inspections, and certifications for numerous public and private sector projects.

Additional Firm Resources

Equipment Resources

Tetra Tech is committed to maintaining and updating its computing hardware, equipment, software, and library to provide the most up-to-date resources to support our staff and provide the most efficient and cost-effective services to our clients. Tetra Tech maintains updated computer equipment and software as needed by various departments within the organization. The primary productivity software used by the firm is Microsoft Office Professional. We are committed to utilizing the most up-to-date equipment and software to meet the needs of the City of Lakeland for this contract.

Roderick Cashe, PE , CDT, LEED AP

Project Manager/Principal Engineer

Education

BS, Civil Engineering, University of Florida

Registration

Professional Engineer, Florida, No. 45169

Green Building Certification Institute LEED™ AP

Affiliations

- American Society of Civil Engineers
- Florida Engineering Society
- FSA

Years of Experience

29

Bio

Mr. Cashe has served as a civil engineer since 1987. With Tetra Tech, He is a Senior Project Manager with extensive experience serving both in the public and private sectors of civil and environmental engineering. Mr. Cashe has statewide experience, in over 45 counties, in the areas of civil site engineering for public and private facilities; stormwater management planning and engineering design; hydrologic and hydraulic modeling for city-wide infrastructure and regional stormwater management facilities and BMPs; stormwater pump stations for flood control; Design, permitting and construction administration of stormwater CIP projects for water quality and flood control; infrastructure engineering for utilities including force mains, water mains, gravity sewer and sanitary lift stations; and commercial, institutional, residential and multi-family site development. In addition, he has extensive experience with the FEMA map revision process for the management of floodplains.

Select Relevant Experience

Continuing Services (On-Call Consultant), City of Deltona, FL. Project Manager for the completion of engineering design, permitting, and construction administration for several stormwater retrofit projects in the City. Served as Project Manager for over five emergency pumping authorizations from the St. Johns River Water Management District to alleviate flooding as a result of 92-inches of rain in the year of 2002.

City of Deltona Ledford Regional Surface Water Treatment Facility, Deltona, FL. Project Manager for the design, permitting, and construction administration of a 10-acre regional treatment facility on a 60 acre City site to treat stormwater runoff that was flowing into Lake Monroe. To get the source water into the treatment facility, this project included the design of a pump station and over 2 miles of 12-inch forcemain, most of which was constructed in a county-owned constrained right of way. The treatment system is composed of a 4 chambers, 2 which are created wetlands for the uptake of nutrients.

City of Destin Mountain Drive Flood Control Project, Destin, FL. Mountain Drive is a mile stretch of roadway in a built-out industrial area of the City. Although only a couple of blocks from the Gulf Coast, it experienced frequent severe flooding each year due to the lack of stormwater conveyance infrastructure and an outfall. Mr. Cashe was project manager for the design and permitting of a subsurface stormwater treatment system constructed below the roadway. This system provided water quality treatment of the first flush of runoff and sufficient volume to attenuate the peak flows into the public right of way. This system also provided an outfall that connected into the State Road 98 right of way which required negotiations to demonstrate that no adverse effects would result from this discharge into their right of way.

Michael Saxton, PE, CFM

Task Manager, Stormwater Management
Engineering and Planning

Education

BS, Civil Engineering, University of Central Florida

Registration

Professional Engineer, Florida, No. 71506

Certified Floodplain Manager, ASFPM, No. US-09-04389

Affiliations

- Association of State Floodplain Managers, Inc.

Years of Experience

12

Bio

Mr. Saxton is a water resources engineer with more than twelve years of public, private and federal sector consulting experience. His experience in civil environmental engineering includes master planning, new and retrofit design, construction administration, alternative materials evaluation, roadway layout and design, retention/detention water quality improvements, storm sewer networks, hydrologic and hydraulic modeling, floodplain analysis, water control structure evaluation/design, storm water and waste water pump stations, odor evaluations, gravity sewer collection systems and transmission mains utilizing open trench and trenchless designs for force mains, water mains and reclaimed water mains.

Select Relevant Experience

Isleboro Stormwater Management Improvements, City of New Smyrna Beach, FL. Project Manager for the preliminary design and alternatives analysis, preparation of construction documents, permitting, public information meetings, bidding and construction administration services. Isleboro subdivision is a 720 acre area located near the Municipal Airport and Turnbull Bay that experienced significant flooding due to the lack of adequate storage and conveyance infrastructure for runoff.

Sky Keeling Stormwater Improvements and Pump Station, City of Deltona, FL. Project Manager for the preliminary design and alternatives analysis, preparation of construction documents, and permitting for providing flood recovery for a series of interconnected landlocked ponds.

South End Drainage Collection Hydrologic and Hydraulic Analysis, Rio Tinto Kennecott, UT. Project Engineer for the preliminary design and alternatives analysis for an 800 acre watershed for the largest copper mine in the United States located adjacent to Butterfield Creek. Water quality is a major concern and the project involved analyzing the existing stormwater collection system for deficiencies and identifying and ranking BMP's to increase the level of service of the existing system beyond the 100-year design storm event.

Southwest 6&7 Utility Expansion Program, City of Cape Coral, FL. Project Engineer for the expansion of the City's water, wastewater and irrigation systems to a 4 square mile area south of Pine Island Road. The project includes value engineering, hydraulic modeling for water, wastewater and irrigation systems, design, permitting, bidding, construction management and CEI with 9 full time construction oversight field personnel. The project includes over 200 miles of potable water, wastewater collection, wastewater transmission and irrigation utility piping; 18 lift stations and a stormwater canal pumping station to supplement reclaimed water during high demand periods.

William Musser, PE, PH, CFM, PWS, LEED® AP

QA/QC Lead

Education

MS, Biological Sciences, University of Central Florida

BS, Environmental Engineering, University of Florida

Registration

Professional Engineer, Florida No. 41118

Professional Hydrologist, AIH No. 1486

Professional Wetland Scientist, No. 1752

LEED Accredited Professional

Certified Floodplain Manager, US 09-04020

FDEP Qualified Stormwater Mgt. Inspector, Florida, No. 475

Affiliations

- American Society of Civil Engineers
- Association of State Floodplain Managers
- American Institute of Hydrology (AIH)
- Society of Wetland Scientists

Years of Experience

32

Bio

Mr. Musser has been employed as a consulting engineer since 1984 in a broad range of design, permitting, and management capacities. His technical and management experience spans public and private sectors as well as local, state, and federal programs. Mr. Musser has a diverse background in hydrology, hydraulics, and biology. This, along with being a professional engineer, professional hydrologist, professional wetland scientist, and certified floodplain manager has steered his career development towards a broad range of design and management experiences in the practice areas of water resources, floodplain management, ecological restoration, and stormwater management. His project experience is located throughout Florida (in more than 40 counties) and several eastern states.

Select Relevant Experience

Bartow Continuing Stormwater and Civil Consultant, Polk County, FL. Project Manager. Project Engineer. Designed, permitted, and constructed several retrofit drainage projects to improve drainage level of service to the public and/or improve water quality, recharge, and conveyance. Projects included: those involving analysis of hydraulic capacity of existing inlets and piping; flooding periodicity and potential remediation of a residential structure; resolving legal complaints; and dredging of conveyance canals and lakes. Specific projects include: Floral and Myrtle Street expert testimony; Floral and Myrtle flooding remediation project; Bear Creek Canal Dredging; and Hack Lake.

City of New Smyrna Beach - Islesboro Subdivision Retrofit Stormwater and Paving Improvements, Volusia County, FL. Technical Review Engineer for paving and drainage improvements for an existing subdivision subjected to tidal and estuarine floodplain flooding. Project included: hydrologic and hydraulic modeling, Level of Service (LOS) analysis; paving improvements; utility relocations; design of stormwater drainage inlets and pipes; drainage pond modifications; swale modifications; and culverting a large regional outfall ditch. Project area was approximately 400 acres, involving 200 residential lots and over 7 miles of public roadway.

Walton County April 30th Storm Event Stormwater Evaluation PDR, Walton County, FL. Technical Review Engineer. Assisted in the project scope definition to determine Preliminary Design Report (PFR) boundaries and then performed Technical Review of a PDR to establish the Level of Service (LOS) provided during a large storm event and recommendations for CIP projects to increase the LOS for various areas experiencing flooding in Walton County, FL. The project analyzed the flooding using ICPR for 20 separate basins, calibrated the results against actual data and LiDAR, and evaluated the effectiveness of various alternatives.

Burl Reardon, PE, LEED AP

Utilities Lead

Education

BS, Civil Engineering, University of Central Florida

Registration

Professional Engineer, Florida No. 64037

LEED Green Associate

Stormwater Management Inspector, No. 8612

Affiliations

- Florida Stormwater Association
- American Society of Civil Engineers

Years of Experience

15

Bio

Mr. Reardon has more than 15 years of experience as a civil engineer and project manager. One primary focus on our stormwater service teams has been in the implementation and annual maintenance of municipal and industrial NPDES programs. Mr. Reardon has developed a strong background in civil engineering serving both public and private clients. His design experience includes all aspects of civil engineering projects, as well as performing construction plan reviews for municipalities. Mr. Reardon's representative project experience includes both municipal service and private development projects. Typical project design experience includes drainage design, permit acquisition, site layout, paving and grading design, water and sewer utility design as well as sanitary and storm sewer lift station design.

Select Relevant Experience

Stormwater Management and Retrofit Drainage Improvements. Design and permitting of various municipal stormwater management systems including retention/detention ponds, pipe and inlet, swale, storm pump stations, and curbing conveyance systems to alleviate localized flooding within existing developments.

National Pollutant Discharge Elimination System (NPDES) for Cities and Counties. Planning, permitting (NPDES Municipal Separate Storm Sewer System (MS4) permits), compliance review, and/or public education, preparing for and attending the NPDES audit from the Florida Department of Environmental Protection (FDEP), annual reporting, and outreach programs to assist or manage the NPDES programs for several public communities such as:

- Indian River Shores (Indian River County);
- Deltona (Volusia County);
- Daytona Beach Shores (Volusia County);
- Minneola (Lake County)

Master Drainage Inventory and Master Stormwater Plans, Cities of Minneola and Bonita Springs, FL. Performed field assessment and ownership research to create stormwater master plan including cost analysis and top CIP project recommendations.

Nick Benedico, PE, AICP

Transportation/Roadway Lead

Education

MBA, Business Administration, University of Central Florida

BS, Civil Engineering, University of Florida

Registration

Professional Engineer, Florida No. 0048110

Affiliations

- American Society of Civil Engineers
- American Planning Association
- Florida Engineering Society
- National Society of Professional Engineers

Years of Experience

26

Bio

Mr. Benedico is responsible for managing the Florida transportation resources. Serving as senior project manager, he is responsible for management oversight, coordination, marketing, client contact, project scheduling, quality assurance and control, billing, profitability, and progress reporting. Mr. Benedico's extensive experience ranges from minor roadway improvements to complex highway design.

Select Relevant Experience

Homestead Extension of Florida's Turnpike (HEFT) from SW 72nd Street to Bird Road Design-Build, Miami-Dade County, FL. Quality Control Director. Final design of approximately 3 miles of roadway widening on the HEFT to add two managed toll lanes in the northbound and southbound directions, reconstruction of adjacent arterial roadways, and reconstruction of a hospital entrance road. The project included roadway realignment and reconstruction, drainage system rehabilitation, stormwater management, highway lighting, utility relocations, retaining walls, rehabilitation and widening of eight bridges, one new ramp bridge, noise walls, sign structures, and replacement of the mainline toll facilities.

CR 46A Realignment from SR 46 to North of Arundel Way, Lake County, FL. Project Manager. The project consisted of 1.6 miles of a new, two-lane, divided, rural arterial and widening of 1.3 miles of SR 46 from a two-lane, undivided, rural roadway to a four-lane, divided, rural roadway. The project included an alternatives analysis to evaluate alignment options and various typical sections. Extensive public involvement was conducted with key stakeholders. Mr. Benedico was responsible for overseeing the design including drainage design, permitting, maintenance of traffic, utility coordination, landscape architecture, geotechnical investigations, and field survey.

SR 500 Widening from SR 46 to SR 44, Lake County, FL. Project Manager. The project involved the widening of 2.5 miles of a four-lane, rural arterial roadway to a six-lane, high-speed, urban road. It included modifications to the Wolf Branch Road intersection to improve operations and turning movements. Mr. Benedico was responsible for managing all elements of the project, including design, permitting, right of way mapping, and public involvement.

I-4 for Florida High Speed Rail, Florida Rail Enterprise, Orlando to Tampa, FL. Project Manager. As part of the general engineering consultant team for the Florida Rail Enterprise, Mr. Benedico oversaw the improvements to a 35-mile section of I-4 in Hillsborough and Polk counties. An alternatives analysis was done for the realignment of I-4 to flatten horizontal curves, modifications to the CR 557 interchange, replacement of bridges at Williams Road and CR 557, and the realignment of side streets.

Timothy Vanderwalker, PE, CDT

Parks/Streetscapes Lead

Education

BS, Civil Engineering, Arizona State University

Registration

Professional Engineer, Florida No. 74415

CDT

Affiliations

- American Society of Civil Engineers
- American Planning Association
- Florida Engineering Society
- National Society of Professional Engineers

Years of Experience

10

Bio

Mr. Vanderwalker's experience includes the preparation of contract documents including plans, specifications, and opinion of cost development for numerous infrastructure projects including transportation and roadway improvement projects, water system improvement projects, and water reuse projects. He has experience in transportation geometric design, stormwater design, and railroad coordination and design. He also has experience in developing reports relevant to reclaimed water use and emergency response policy. He is experienced in the use of AutoCAD Civil 3D, MicroStation, InRoads, and Geopak software.

Select Relevant Experience

Skyview Utilities Water and Wastewater Systems Improvements, Lakeland, Florida. Full-time Inspector for water and wastewater improvements to an existing private utility to assumed by the City Utility System. Project included the replacement of nine duplex pump stations, increasing the pumping capacity of a City-owned lift station, and removal and replacement of water and sanitary sewer mains. Work inspected included the installation of duplex lift stations, 6" water main, 10" force main, 8" gravity sewer, manholes and vaults, erosion control measures, and restoration activities. Deliverables included daily construction reports and construction photos.

Old Bethel Road Well, Elevated Tank, and Pipeline, Crestview, Florida. Project Engineer involved in the design and construction management services for the improvement of the City of Crestview's existing potable water system. This project included a 800' deep 18" production well, a masonry block well house, a 500,000 gallon steel elevated storage tank, and approximately 8,000' of 10" water main. Role included site design, grading and drainage, pipeline design, plans preparation, utility coordination, construction administration, construction

RESTORE Act Consulting Services, Pasco County, Florida. Lead Civil Engineer assisting County staff in developing an initial list of projects and touring prospective project sites. Assisted County staff in drafting Project Information Forms for staff to utilize to reach out to each Department Head, soliciting collaboration amongst that department in preparing project opportunities. Reviewed with County staff project criteria, discussed projects, and assisted in developing their list of projects for RESTORE Act funds based on the different pots identified. Identified other potential funding opportunities to best leverage the RESTORE Act funds with other existing funding mechanisms.

Lawrence Jenkins, PSM

Survey/CAD Lead

Education

Valencia Community College, Orlando

Mid-Florida Technical Institute, Orlando

Registration

Professional Surveyor and Mapper, Florida, No. 5364

Years of Experience

32

Bio

Mr. Jenkins has been a resident of Florida for the past 34 years and has practiced land surveying since 1984 in both office and field. His experience includes route/right-of-ways surveys, mortgage surveys, topographic surveys, glo/sectional surveys, construction layout, metes and bounds surveys, as-built surveys, easement vacations; and electrical field book collection. As field supervisor and senior office Survey Manager, Mr. Jenkins is involved in all aspects of surveying.

Select Relevant Experience

Westside Water Main Loop, City of Clermont, FL. Survey Project Manager. Tetra Tech provided surveying services for the installation of approximately 23,000 linear feet of 12-inch water main to loop and increase the hydraulic capacity of the City's existing transmission system and to abandon/take out of service existing 6 to 12-inch diameter AC water mains. The survey included the location of all underground utilities, right-of-way determination, spot elevations (at 50-feet intervals), and plan and profiles. Obtained title information pertaining to existing easements and deeded right-of-way and related pertinent right-of-way maps, maintenance maps, plats and similar documents. The project included an initial cost and constructability analyses for varying methods of construction based on the project corridor and utility coordination for which pipe bursting, horizontal directional drilling (HDD) and open cut methods of installation were proposed. Permitting includes FDOT utility permitting for two SR50 crossings, Lake County ROW Use permitting for CR561 and FDEP WM permitting.

Town Center Boulevard Orange County Utilities, FL. Survey Project Manager. Tetra Tech provided surveying services for, the installation of approximately 10,000-feet of 42-inch Ductile Iron Pipe (DIP) and 6,000-feet of 36-inch DIP water main along Town Center Boulevard between Town Loop Boulevard and Orange Avenue. Tt prepared a Topographic survey along the proposed corridor for the preparation of the OCU construction drawings within the limits of the project. Obtain title information pertaining to existing easements and deeded right-of-way and related pertinent right-of-way maps, maintenance maps, plats and similar documents. Coordinated with subcontractors for the underground utilities, soft digs and wetlands flagged be located by the survey.

Eastern Regional Water Supply Facility Improvements, Orange County, FL. Project Surveyor for the existing Eastern Service Area Water Supply Facilities including the Eastern Regional Water Supply Facility (WSF) and the Bonneville Storage and Re-pump Facility (SRF). The survey included traditional survey methods, GPS and subsurface Ground Penetrating Radar (GPR) and Electromagnetic induction (EM) to verify underground locations of unknown private/public utilities.

James Warner, PE, LEED AP

Site/Civil Design Lead

Education

BS, Civil Engineering, University of Central Florida

AA, Drafting& Design, Valencia Community College

Registration

Professional Engineer, Florida No. 61871

LEED® Accredited Professional 10304589-AP-BD+C

Affiliations

- Florida Engineers Society
- National Society of Professional Engineers

Years of Experience

27

Bio

Mr. Warner has been employed in the Engineering field 1989. He has worked from the ground level up as a CAD production specialist to his current position as Project Manager. He has a broad range of design, permitting and management experience in federal, state and private civil engineering projects. His experience ranges several states but primarily in the state of Florida. Experience ranges from roadways (from local, rural sections to urban, sections); stormwater master drainage systems; commercial, industrial, military and residential developments; utility systems (water mains, force mains, gravity sanitary sewer systems, and reclaimed water mains); and numerous small site development plans.

Select Relevant Experience

Cypress West WWTP, Poinciana, Tohopekaliga Water Authority, FL. Project Engineer responsible for the conditional use application and County, FDEP stormwater, and county engineering permitting. The project consisted of design, permitting, bidding and construction services for the expansion of an existing WWTP.

Dayton Lime Reclamation Improvements, Dayton OH. Civil Engineering and site planning support to the City of Dayton to support the design of a 125dtpd Lime processing facility with scales to improve material handling on site and receive wet and deliver dry lime efficiently.

Industrial Wastewater, Georgia Pacific, Perry Florida. Civil Engineering and site planning support to the Cellulose Fiber Plant to support the design of an industrial wastewater plant. Includes the design consideration for FDEP and SRWMD.

Twin Oaks Brackish Groundwater Desalination Program, San Antonio Water System, TX. Senior Civil Engineer Design responsible for the site and civil engineering aspect of this project. The new WTP will treat for the Alternative water source for the SAWS utility support and the current ASR system.

Southeast Water Treatment Plant, Huntsville, AL. Civil Engineer Design responsible for the site and civil engineering aspect of this project. The new WTP will treat for the Southeast quadrant of the services area for Huntsville Utilities.

Cypress Lake Alternative Water Supply Facility, Tohopekaliga Water Authority, FL. Civil Engineer Design concepts and provide permitting input to the site plan and development needs for the water treatment facility. Provide input and coordination for the Preliminary Design Report for the Civil and site planning aspects of the project.

Education

AA, Business Administration, University of Central Florida

Affiliations

- Construction Documents Technologist (CDT)

Years of Experience

22

Bio

Since 1994, Ms. Hayse has been providing construction administration support services on a variety of projects. She possesses extensive experience in construction administration (shop drawings, RFIs, pay applications, project closeout), bidding processes (advertisement, addenda, award, conformance), and project administration (specifications, reports, scheduling) from design through the bidding/construction of wastewater treatment and collection systems, water distribution systems, and effluent disposal facilities. She is experienced in the use of SpecsIntact, CSI MasterFormat, Microsoft Project, Primavera Construction Manager, Prolog, and various web-based construction management programs.

Select Relevant Experience

Southwest 6 & 7 Utility Extension Program, City of Cape Coral, Florida. Construction administration and Microsoft Project based scheduling services for 7 contracts constructing the expansion of the City's water, wastewater and irrigation systems to a 4 square mile area south of Pine Island Road. The project includes value engineering, hydraulic modeling for water, wastewater and irrigation systems, design, permitting, bidding, construction management and CEI with 9 full time construction oversight field personnel. The project includes over 200 miles of potable water, wastewater collection, wastewater transmission and irrigation utility piping; 18 lift stations and a stormwater canal pumping station to supplement reclaimed water during high demand periods.

Southwest Service Area Reclaimed Water System Expansion, City of Winter Garden, Florida. Construction administration and Primavera based design/construction scheduling for the route planning, preliminary design, surveying, final design, permitting and construction administration services for approximately 13,500 LF of 8-, 12-, 16- and 20-inch reclaimed water main and six direct interconnections to the City of Orlando's reclaimed water system. Over 8,500 LF of the reuse main was installed, by directional drilling, in the City road right-of-way.

Reclaimed Water System Expansion, Naples, Florida. Primavera based design scheduling. Tetra Tech prepared the reclaimed water master plan that included an evaluation of various options to achieve the City's objectives and presented recommendations for the phased implementation of a reclaimed water distribution system expansion. Once it was completed, the reclaimed water expansion project provided service to the entire west side of US 41, over 2,000 customers.

Alex Montalvo

GIS/Mapping Lead

Education

AA., University of Florida

Affiliations

- URBAN and Regional Information Society of America
- The Geographic and Land Information Society –GLIS
- Geological Society of America
- American Water Resources Association

Years of Experience

20

Bio

Mr. Montalvo has over 20 years of experience related to geographic information systems (GIS). A key component of his job function is to coordinate and integrate GIS with engineering practices. GIS is a tremendous benefit to all disciplines in its ability to analyze and exhibit complex data, and its' ability to place this information in the hands of key decision makers.

His expertise includes an intense focus on spatial analysis and statistical validation. He has strong professional experience with modeling and problem solving in GIS. This includes GIS database development from the design to implementation phases

Select Relevant Experience

Water, Wastewater, & Reclaimed Water Master Planning, Miami-Dade County, FL. GIS Analyst. GIS Analysis for this effort serves to identify and quantify water, wastewater, and reclaimed demands throughout Miami-Dade County's existing and potential service areas. This effort also includes identifying unserved areas, projecting demands, and developing alternatives for future utility service connections. Existing utility assets from other owners in the county are analyzed to identify any potential conflicts. In addition to utility data, detailed analysis of planning datasets such as zoning, special districts, and existing and future land uses are performed as well. This effort relies heavily on large volumes of GIS based data; therefore it is important to make these infrastructure and planning data available to project engineers through an enterprise GIS environment.

Water, Wastewater, and Reclaimed Water Master Plan, Clermont, FL. GIS Analyst. In this effort, GIS analysis was performed to prepare the City's existing utility infrastructure assets for modelling efforts. Actual utility billing data was geocoded and correlated to service locations in order to calculate existing demands of the water, potable irrigation, wastewater, and reclaimed systems. Analysis of the water use data, existing land use, future development plans, and modelling outputs were used to develop strategies for conversion to reclaimed water, where feasible, and to develop CIP recommendations.

Wastewater Collection System Master Plan, Tulsa, OK. GIS Analyst. This effort involves maintaining the consultant's version of the City's large wastewater collection system and facilitating communication with the modelling application. Tetra Tech's GIS team performed a detailed analysis on critical asset data parameters such as: pipe age, material, television inspection data, and work order information in order to produce the most accurate model possible. This effort also serves to support the City as it progresses in the existing sanitary asset management program.

Jay Exum, PhD

Ecological Lead

Education

PhD, Wildlife Ecology, Auburn University

MS, Wildlife Biology, University of Tennessee

BAs, Zoology, University of Tennessee

Years of Experience

32

Bio

Dr. Exum has worked as an Environmental Professional headquartered in central Florida since 1985. He has conducted ecological assessments over tens of thousands of acres of land with a focus on biological diversity, threatened and endangered species, wetland ecology and conservation of natural resources.

Select Relevant Experience

- **Hillsborough County Conservation Master Plan**
- **Sarasota County Parks System Master Plan**
- **Volusia County Marine Science Center Ecological Assessment**
- **Jekyll Island Conservation Plan**
- **Valencia College wetland delineation and functional assessment**
- **Triple N Ranch Wildlife Management Area Hydrological Restoration Plan**
- **Highlands County Threatened and Endangered species assessment and permitting**
- **Toho Water Authority wetland delineation, assessment and permitting**
- **Ecological Assessment of Wetlands and Surface Waters on the New Smyrna Beach Islesboro Subdivision Stormwater Improvement Project**
- **City of Deltona wetland and hydrological study, Fieldstone and Briarwood Lakes**

Brian Pohl, PE

Geotechnical Lead

Education

BS, Civil Engineering, University of Central Florida

Registration

Professional Engineer, Florida No. 60216

Years of Experience

18

Bio

Mr. Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential and industrial facilities and small to large roadways. He has 18 years of experience that includes shallow and deep foundation and testing services analysis (including spread footing and pile foundations); geotechnical studies for roadway and bridge projects and land development; design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl also has experience with various pavements, rigid and fl exible design, and has provided earthwork recommendations for,underground utilities within problematic soil conditions. Mr. Pohl has also, performed Weap Analyses and Pile Driving Analyses for FDOT and commercial, projects.

Select Relevant Experience

- I-95 & I-4 Interchange Design Build (Geotechnical and CQ Services) Volusia County, Florida
- Beach Street Force Main Improvements (Geotechnical and Testing) Daytona Beach, Florida
- World Class Distribution Center (Trader Joe's) (Geotechnical and Testing Inspection Services) Volusia County, Florida
- Clyde Morris Boulevard Widening Project (Geotechnical Services), Daytona Beach, Florida
- Tanger Retail Outlet Mall, I-95 & LPGA; (This project is in initial phase of construction (Geotechnical and Testing Services), Volusia County, Florida
- Williamson Boulevard Widening Project, (Geotechnical & QC Services) Volusia County, Florida
- SR 415 Pedestrian Bridge, (Geotechnical & QC Services) Volusia County, Florida
- SR 442 Pedestrian Bridge, (Geotechnical Services), Volusia County, Florida
- Daytona Beach International Airport Drainage Improvements
- SR 9A & 9B Geotechnical Evaluation, Jacksonville, Florida
- US92 Trail Project, Volusia County
- Spring to Spring Rail Trail, Volusia County, Florida
- Edgewater Trail Project, Edgewater, Florida.

Brent Handley, MA, RPA

Archaeological/Environmental Assessments Lead

Education

MA, Anthropology, University of Connecticut

BA, Geography/ Anthropology, University of Southern Maine

Registration

Registered Professional Archaeologist (RPA)

Affiliations

- Florida Archaeological Council, Inc.
- St. Augustine Archaeological Association
- Southeastern Archaeological Conference
- Society of American Military Engineers (SAME) Jax Post

Years of Experience

24

Bio

Mr. Handley is a registered professional archaeologist (RPA) with over 24 years of experience in academic research and cultural resource management projects. He is a Vice President and Senior Archaeologist for Environmental Services, Inc. Brent supervises all phases of cultural resource assessment, including logistical organization, daily field operations, primary and background research, artifact analysis, and the writing of final reports, as well as business development, people development and all financial performances of the Florida Cultural Resource Management department. Previous cultural resource management projects have included cultural resource assessment surveys (CRAS), monitoring, test excavations, block excavations, and remote sensing surveys in Alabama, Arizona, Connecticut, Florida, Georgia, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, South Carolina. These projects have been successfully completed for clients such as the United States Coast Guard, the Army Corps of Engineers, United States Navy, Army National Guard, National Park Service, United States Department of Agriculture, and the Department of Transportation, as well as private companies and public utility companies.

Select Relevant Experience

- Phase I CRAS of the New Smyrna Beach Sidewalk Project (Phase I and II)
- Phase I CRAS of the New Smyrna Beach – Utility Commission US-1 Utility Corridor Project
- Archaeological Monitoring and Reporting of the West Canal Streetscape and Canal Liner Design Build Project, New Smyrna Beach.
- Phase I CRAS of the New Smyrna Beach – Utility Commission Coquina Water Main Project
- Phase I CRAS of the New Smyrna Beach – Utility Commission 5th Street Water Main Project
- Archaeological Monitoring and Investigation of the New Smyrna Beach - Washington Street Scape Project.
- Phase I CRAS of the New Smyrna Beach Tennis and Shuffle Board Courts Project
- Phase I CRAS of the Chevy Dealership, New Smyrna Beach.
- Monitoring of The City of New Smyrna Beach Faulkner Street Project.
- Cultural Resource Assessment Survey of The Isola Bella Tract, New Smyrna Beach.
- Phase I CRAS of the New Smyrna Beach US-1 Drainage Improvement Project, for FDOT.
- Phase I CRAS of the New Smyrna Beach Home Depot Project.

SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted Qualification, Bid or Contract for RFQ 12-17-ENG.

This sworn statement is submitted by Tetra Tech, Inc.

[Name of entity submitting sworn statement]

whose business address is: 201 East Pine Street, Suite 1000, Orlando, FL 32801 and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4148514. (If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____. My name is Jon Fox, PE and my relationship to the entity named above is Vice President.

I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statues, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (91) (b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

I understand the "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statues, means: (1) A Predecessor or Successor of a person convicted of public crime: or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

X Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: May 8, 2017

Signature

STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jon D. Fox [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this 8th day of May, 20 17.

My commission expires: May 30, 2020

L. Susan Cruz
Notary Public

L. Susan Cruz
Print, Type, or Stamp of Notary Public

L. SUSAN CRUZ
MY COMMISSION # FF 976156
EXPIRES: May 30, 2020
Bonded Thru Notary Public Underwriters

Personally known to me, or
Produced Identification:

Type of I.D.

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared Jon Fox, PE
2. _____who was duly sworn, deposes, and states:
3. I am the Vice President of Tetra Tech, Inc. with a local office in Orlando, FL and principal office in Pasadena, CA.
4. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach **RFQ 12-17-ENG CONTINUING PROFESSIONAL ENGINEERING SERVICES.**
5. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
6. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
7. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
8. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
9. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
10. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
11. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
12. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

DATED this 8th day May 2017.

_____
Signature

Jon Fox, PE — Vice President
Name of Affiant — Title

Sworn to and subscribed before me this 8th day of May 2017.

Personally known _____ OR Produced identification _____

_____
(Type of identification)

Notary Public - State of Florida My commission expires May 30, 2020

L. Susan Cruz

L. SUSAN CRUZ
MY COMMISSION # FF 976159
EXPIRES: May 30, 2020
Bonded Thru Notary Public Underwriters

L. Susan Cruz
(Printed typed or stamped commissioned name of notary public)

VENDOR INFORMATION

Vendor is:
(X) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 95-4148514

Firm Name: Tetra Tech, Inc.

Mailing Address: 201 East Pine Street, Suite 1000

Orlando, FL 32801

Telephone No. (407) 839 - 3955 Fax No. (407) 839 - 3790

Email Address: roderick.cashe@tetratech.com Web Address: tetratech.com

Service or Commodity Supplied: Consulting

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

_____

_____

Submitted by: _____

Name & Title Printed: Jon Fox, PE, Vice President, Tetra Tech

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
	Tetra Tech currently has no work under contract with the City of New Smyrna Beach.	$
		$
		$

LIST CURRENT PROJECTS FOR WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Tetra Tech is not currently a candidate for award for other projects with the City of New Smyrna Beach.

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? ☐ Yes ☐ No Please see below.

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No Please see below.

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed or against your firm in the last five (5) years:

Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, primarily alleging professional errors or omissions. Tetra Tech carries professional liability insurance, subject to certain deductibles and policy limits against such claims. Tetra Tech believes that the resolution of these claims will not have a material effect on our financial position or results of operations.

TYPE OF FIRM:

☒ Corporation/Years in Business: 50. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
☐ Partnership/Years in Business: _____
☐ Sole Proprietorship/Years in Business: _____
☐ Other: Please list: _____ _____

Pursuant to information for prospective Proposers for the above-mentioned Request for Qualifications, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Tetra Tech, Inc.	201 East Pine Street, Suite 1000
Company	Address
Authorized Signature	Orlando, FL 32801
	City, State, Zip Code
Jon Fox, PE, Vice President	(407) 839 - 3955
Printed Name & Title	Telephone No.
jon.fox@tetratech.com	(407) 839 - 3790
Email	Fax No.

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Qualifications.
Proposer should check off each of the following items as the necessary action is completed:

☑ All information as requested in the Proposer's Qualification Form is included.

☑ All applicable forms have been signed and included

☑ Any addenda have been signed and included.

☑ You have included the **electronic version** of your proposal (required), as well as the hard copies required.

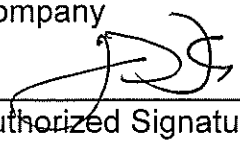
☑ The mailing envelope has been addressed to:

Purchasing Coordinator
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, Florida 32168

☑ **The mailing envelope must be sealed and marked with Request for Proposal Number, Title "RFQ NAME" and Due Date.**

☑ The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFQ NUMBER, TITLE "RFQ NAME" AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Tetra Tech, Inc.	201 East Pine Street, Suite 1000
Company	Address
	Orlando, FL 32801
Authorized Signature	City, State, Zip Code
Jon Fox, PE, Vice President	(407) 839 - 3955
Printed Name & Title	Telephone No.
jon.fox@tetratech.com	(407) 839 - 3790
Email	Fax No.

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:



_____

Proposer Signature

Tetra Tech, Inc.

_____

Firm Name

END OF ADDENDUM #1

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL OF CONTRACT RENEWALS FOR PROFESSIONAL ARCHITECTURAL SERVICES.

May 27, 2025

Background:

The City entered into agreements for Professional Architectural Consultant Services with four Consulting firms on June 28, 2022, with Bentley Architects Engineers, Inc., CPH, Inc., Hall & Ogle Architects, Inc. and PQH Group Design, Inc. These four firms were selected in response to Request for Qualifications #10-22-ENG.

The agreements with each firm were for a term of three-years, with the option for up to two possible one-year renewals based on satisfactory performance. The one-year renewal contracts are set to expire on June 28, 2025. All four of the firms have successfully performed professional Architectural Services for the City over the past three years, and two of the four firms have current assignments that are expected to continue into 2026. If approved, this renewal would be the first of two optional one-year renewals.

Findings:

Staff recommends the City Commission approve one-year contract renewals with Bentley Architects Engineers, Inc., CPH, Inc., Hall & Ogle Architects, Inc. and PQH Group Design

Fiscal Analysis:

Each work order is dependent upon the requested services and will be charged based on the fee structure provided by each firm in their proposal. The funding for the consultants is budgeted under other professional services line # 001.51.515.51501.551001.

Strategic Plan Item:

No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

CITY OF NSB ORIGINAL RFQ DOCUMENT W ATTACHMENTS.pdf

1 - BENTLEY AGREEMENT - 1ST RENEWAL - COI - ORIGINAL AND PROPOSAL.pdf
2 - CPH - 1ST RENEWAL - COI - ORIGINAL AND PROPOSAL.pdf
3 - HALL AND OGLE - 1ST RENEWAL - COI - ORIGINAL AND PROPOSAL.pdf
4 - PQH GROUP DESIGN - 1ST RENEWAL - COI - ORIGINAL AND PROPOSAL.pdf

RFQ 10-22-ENG

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RELEASE DATE: January 15, 2022
DEADLINE FOR QUESTIONS: January 28, 2022
RESPONSE DEADLINE: February 14, 2022, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/cityofnsb

City of New Smyrna Beach

RFQ 10-22-ENG

Continuing Professional Architectural Services

I. Legal Notice .....
II. Introduction .....
III. General Overview .....
IV. Scope of Services .....
V. Minimum Qualifications .....
VI. Submittal Requirements .....
VII. Evaluation Criteria .....
VIII. Insurance Requirements .....
IX. Terms and Conditions .....
X. Federal Conditions .....
XI. Vendor Requirements .....

Attachments:
A - Public Records
B - Draft Professional Services Agreement
C - Required Forms
D - EXECUTIVE ORDER 11246

I. LEGAL NOTICE

The City of New Smyrna Beach, Florida (the "City") is seeking qualifications from individuals or firms interested in providing Continuing Professional Architectural Services pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055.

Solicitation Documents can be obtained through the City's eProcurement Portal found at https://secure.procurenow.com/portal/cityofnsb. For assistance, you may email the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

End of Advertisement

Publish: Saturday, January 15, 2022
Daytona News Journal
www.cityofnsb.com
ProcureNow – https://secure.procurenow.com/portal/cityofnsb/

II. INTRODUCTION

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this RFQ, the terms "Proposer," "Vendor," and "Respondent" are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach, Florida, is seeking the services of firms interested in providing Continuing Professional Architectural Services for the City of New Smyrna, pursuant to the Consultants Competitive Negotiation Act, Florida Statutes 287.055. The services to be provided under this agreement will be provided on an as-needed basis using purchase orders issued by the City.

It is anticipated that a minimum of three (3) individuals or firms may be selected for a contract period of three (3) years, with the possibility of two (2) optional one (1) year periodsautomatic one-year renewals, for a total of five (5) years. The successful proposer(s) will hereinafter be referred to as "Professional Consultant". During the contract period, the City of New Smyrna Beach shall reserve the right to seek qualifications and/or proposals from other individuals or

firms for specialized projects, as deemed to be in the best interest of the City of New Smyrna Beach.

The selected firms will be expected to execute the City's Standard Professional Agreement, provided in the Attachment Section of this document, and provide the required insurance certificates and endorsements under the agreement. If awarded, a contract to provide these services shall be effective on the date it is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

Each individual or firm should become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. There shall be no exceptions to either the scope of services or the terms of the agreement.

If made, the recommendation of award will be made to the best overall Professional Consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the qualifications received.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 27,173. It is located of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by the adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Coordinator
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFQ Notice	January 15, 2022
Deadline for Written Questions	January 28, 2022, 5:00pm
City Response to Questions	January 31, 2022, 5:00pm
Proposal Submission Deadline	February 14, 2022, 3:00pm
Recommendation of award to City Commission	March 22, 2022

III. GENERAL OVERVIEW

III.A Method of Source Selection

The City of New Smyrna Beach is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

The City may, as it deems necessary, conduct discussions with responsible Professional Consultants determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

III.B Inquiries

All questions related to this RFQ shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Friday, January 28, 2022 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by purchasing.coordinator@cityofnsb.com posted in the City's e-Procurement portal. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.C Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in

writing and request modification or clarification of the document. The Purchasing Coordinator shall make modifications by issuing an addendum and shall post to ProcureNow and give written notice to all parties who have received this RFQ from the Finance Department. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the proposal or it shall be waived.

III.D Request for Qualifications Due Date

Submittals shall be received until Monday, February 14, 2022 at 3:00 pm. Submittals shall be submitted through the City's e-Procurement Portal on standard forms which are furnished with the Request for Qualifications documents.

Submittals received after the designated time will not be allowed on the City's eProcurement Portal. RFQ Documents are available on ProcureNow and the City's website. For further information, please e-mail the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

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

III.E Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.F RFQ Opening

Sealed Bid Proposals will remain sealed until the time of opening. Proposals will be publicly opened and Proposers names read aloud at that time, via a live video conference which will also be recorded (using Microsoft Teams). Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time. Proposals received after the designated time shall not be accepted.

Microsoft Teams Bid Opening Conference Call

LINK: Click here to join the meeting

Or call in (audio only)

+1 786-636-1338, 808945623# United States

Phone Conference ID: 808 945 623#

III.G City's Rights

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

proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the firm selected.

The City has the sole discretion and reserves the right to cancel this RFQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest or award only a portion of the solicitation.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

III.H Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFQ, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.I Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its bid.

III.J Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of RFQ.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

III.K Evaluation of Submittals

After qualifications opening has been completed, the Evaluation Committee shall review and score each Qualification individually, based on the evaluation criterion set forth in the section of this document titled Evaluation Criteria.

The committee may schedule presentations or demonstrations from top-ranked firm(s) and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of the committee.

The City reserves the right to withdraw this RFQ at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a qualification by the City or a submission of a proposal to the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the qualification does not guarantee issuance of any other governmental approvals.

III.L Award of Contract and Professional Services Agreement

The selected firm will be asked to execute two (2) signed original copies of an agreement upon award of contract.

A contract resulting from this RFQ shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City.

The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with at least the top three (3) ranked firms or individuals which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top three (3) ranked firms or individuals, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until agreement(s) are reached.

Contract Term: Contract period of three (3) years, with the possibility of two automatic one-year renewals, for a total of five (5) years.

III.M Legal Requirements

All Federal, State, County and Local Laws, Ordinances, Rules and Regulations that in any manner affect this RFQ herein apply. Lack of knowledge by the submitting firms will in no way be cause for relief from responsibility.

IV. SCOPE OF SERVICES

The objective of this solicitation is to obtain the services of consultants with the capability to provide professional Continuing Professional Architectural Services services. The Scope of services under this Contract will be unique for each project, and will be identified by the City in writing prior to requesting a proposal from the Consultant.

IV.A Scope of Services

Architectural Services under this contract shall include all items related to, but not limited to:

- Facility and Space Planning
- Schematic Design
- Needs Assessments
- Design Development
- Building Renovation
- Preparation of Contract Documents
- Cost Estimating and Schedule Development
- Bid Review
- Permit Coordination
- On-site inspections
- Feasibility Master Planning
- Land Planning
- Recreational Planning
- LEED Consulting/Adaptive Reuse
- Historic Preservation
- Property Condition Assessments
- Site Selection and Analysis

Reviewing existing City of New Smyrna Beach Codes, Resolutions/ Ordinances and all applicable State of Florida Codes, as well as incorporating the information into complete documents including final plans (working drawings), technical specifications, construction estimates and related bid documents necessary for the bidding and construction of of buildings, structural components such as pavilions, patios, additions, renovations all designed to be compliant with the latest edition of the Florida Building Code.

The Architect must be able to provide all elements for a comprehensive design including mechanical, electrical, lighting, plumbing, structural, HVAC, & fire sprinkler specifications necessary for a complete set of construction plans. The City reserves the right to utilize the firm to provide any facet of the improvement process including design, construction administration, or inspection services only, etc.

In addition to standard architectural services, the services performed under these agreements may include site planning, landscaping, and general consulting for related services.

V. MINIMUM QUALIFICATIONS

V.A Minimum Qualifications

The selected firms shall be registered architectural firms licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida with specific experience in the field of architecture.

• The firm or team shall be licensed in accordance with Florida Statutes, Chapter 287.

• The selected firms must be able to provide proof of financial stability for the past three (3) years;

• Team Project Manager must be licensed in the State of Florida as an Architect and have a minimum of seven (7) years of experience in architectural design, familiarity with AIA documents, and have served as project manager on commercial and municipal projects with varied complexity.

• Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of five (5) years of experience in providing architectural, fire safety design, plan & specification preparation, construction management and inspection services.

All work will normally be performed by the Professional Consultant at an off-site location (not in the City's offices). The Professional Consultant will be required to provide their own equipment.

The City and the firm(s) shall negotiate project terms per Florida Statute 287.055. A purchase order or similar document will be issued for each project.

VI. SUBMITTAL REQUIREMENTS

Firms submitting statement of qualifications shall be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

VI.A Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of vendor proposals, all proposals must conform to the guidelines set forth in this RFQ.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.B Introduction and Required Documentation

Shall be considered and scored by the City's Evaluation Team for a maximum of 20 Points. At a minimum shall include:

Letter of interest (limit to two pages).

Professional Licenses and Certifications: Include copies of all professional licenses and/or certifications and proof of Active State of Florida Registration with the Division of Corporations.

Minimum Eligibility: To be considered for award and to be further evaluated, proposer must meet or exceed the following criteria:

A. Must be registered professional within the State of Florida

B. Firm must have a minimum of five (5) years of experience in the requested area of practice

VI.C Experience and Qualifications

Shall be considered and scored by the City's Evaluation Team for a maximum of 40 points. At a minimum shall include:

A. Organizational staff charts depicting the team for this project to include roles and responsibilities in relation to the scope of work. The chart should specifically relate to staff that would work on City projects.

B. Provide a minimum of five (5) recent projects which are similar to this scope and completed successfully within the past five years. Include the following for each project:

   1. Project name, owner name, and contact information.
   2. Brief description of work.
   3. Name of Role of Key Personnel involved in project.
   4. Project status.

C. Organizational Profile: Submit detailed responses to the following:

   1. Size of organization.
   2. Number of years in business, including operation under other firm names, providing services similar to those described herein.
   3. Number of years in business in the State of Florida.
   4. Resumes of individuals that will have direct role in the performance and supervision of contract.

5. Provide a list of all sub-consultants, if any, which may be used in the performance of this contract. List what services will be provided, the subconsultant's qualifications in providing such services, firm location, and anticipated frequency of use.

D. Grant experience: Provide a list of grant applications previously applied for other clients and three that were successfully awarded.

VI.D Project Approach / Management

Ten (10) page maximum submittal. Shall be considered and scored by the City's Evaluation Team for a maximum of 30 points. At a minimum shall include:

A. State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

D. Discuss why your firm is a fit for the City and why your firm should be selected.

VI.E References- Past and Present

Five (5) page maximum submittal. Shall be considered and scored by the City's Evaluation Team for a maximum of 10 points.

Past: Submit at least two references, preferably municipal clients (**not to include the City of New Smyrna Beach, Florida**), for which proposer **performed** work similar in nature as described herein. For each reference, include the following:

A. Client Name

B. Contact Information, including telephone number and email addresses

C. Dates of work

D. Abstract of project(s) completed or currently under contract.

Present: Submit at least three references, preferably municipal clients (not to include the City of New Smyrna Beach, Florida), for which proposer is currently performing work similar in nature as described herein. For each reference, include the following:

A. Client Name

B. Contact Information, including telephone number and email addresses

C. Dates or work

D. Abstract of project(s) completed or currently under contract.

VI.F Evaluation Committee and Evaluation Factors

A committee of City employees shall evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Qualifications. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Qualifications.

A selected group of proposers may be required to make an oral presentation to the Evaluation Committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their RFQ. Oral presentations, if any, shall be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per Evaluation Committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

EVALUATION CRITERIA MAXIMUM POSSIBLE POINTS

Required Documentation 20

Qualifications & Experience 40

Project Approach & Management 30

References 10

TOTAL POSSIBLE POINTS 100

VII. EVALUATION CRITERIA

A committee of City employees shall independently evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Qualifications. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Qualifications.

A selected group of proposers may be required to make an oral presentation to the Evaluation Committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their RFQ. Oral presentations, if any, shall be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee shall present its

recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per Evaluation Committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Introduction and Required Documentation** Please see required information in Submittal of Qualifications	Points Based	20 *(20% of Total)*
2.	**Experience and Qualifications** Please see required information in Submittal of Qualifications	Points Based	40 *(40% of Total)*
3.	**Project Approach and Management** Please see required information in Submittal of Qualifications	Points Based	30 *(30% of Total)*
4.	**References** Please see required information in Submittal of Qualifications	Points Based	10 *(10% of Total)*

VIII. INSURANCE REQUIREMENTS

VIII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:

   1. $1,000,000 Bodily Injury & Property Damage-each occurrence

2. $2,000,000 Personal & Advertising Injury-each occurrence
3. $2,000,000 General Aggregate
4. $2,000,000 Products/Completed Operations Aggregates limit
5. $ 5,000 Medical Payments
6. $ 100,000 Fire Damage Legal Liability
7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

VIII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

IX. TERMS AND CONDITIONS

IX.A Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Vendor is also required to have a business tax receipt.
If you have questions regarding required professional licenses and Business Tax Receipt, contact the Building Department, (386) 410-2800.

IX.B Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this RFQ as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this RFQ or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties submitting a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IX.C Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

IX.D Relation of City

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

IX.E Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation shall be accepted by this Vendor on thirty (30) days prior written notice.

IX.F Termination for Cause or Convenience

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non performance.

Termination or cancellation of the contract shall not relieve the Proposer of any obligations for any delivers or liabilities entered prior to termination of the contract.

IX.G Liability

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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

IX.H Assignment

The Vendor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IX.I Lobbying

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

During the solicitation process, from solicitation announcement to final Commission approval, no firm or its agent shall contact any other employee of the City in reference to this solicitation, with the exception of the Purchasing Coordinator. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

IX.J Single Proposal

Each Proposer must submit, with their bid, the required forms included in this RFQ. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IX.K Protest Procedures

A. Bidders or respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

B. Such notice should be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IX.L Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

IX.M Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IX.N Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

IX.O Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IX.P Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

X. FEDERAL CONDITIONS

Required for Federally Funded Projects. Will apply if services are requested and rendered for a disaster related project. If attached, the CONTRACTOR is bound by the terms and conditions of the Federally-Funded Subaward and Grant Agreement between CITY and the Florida Division of Emergency Management (Division).

X.A Access to Records

The following access to records requirements apply to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

X.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

X.C Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

X.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

X.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

X.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

X.G Davis Bacon Act

Davis Bacon Act as amended (40 U.S.C. §§3141-3148) when required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X.H Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

X.I Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

   1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

X.J E-Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

X.K Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Attachments.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

X.L Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR’s performance of work under this Agreement, to the extent allowed and required by law.

X.M No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

X.N Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

X.O Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XI. VENDOR REQUIREMENTS

XI.A Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XI.B Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization here.

*Response required

XI.C Proposer's Certification*

I have carefully examined the Request for Qualifications, Overview, Background of the City, Scope of Services, General Terms and Conditions, Format for Proposal Submission, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred-eight days (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a

proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

XI.D Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

XI.E Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the undersigned firm acknowledges the required conditions included in the Acknowledgment of Insurance Requirements section of this Request for Proposal.

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

☐ Please confirm
*Response required

XI.F Public Records*

I have received a copy of the Public Records acknowledgement, provided as an Attachment.

☐ Please confirm
*Response required

XI.G Drug Free Workplace Certificate *

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received

from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

A. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

C. Give each employee engaged in providing commodities or contractual services that are under proposal, a copy of the statement specified above.

D. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal or proposals, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.

E. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

☐ Please confirm
*Response required

XI.H Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Public Entity Crimes*

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- FORM, NOTARIZED - SWORN STA...

*Response required

XI.I Conflict of Interest Disclosure*

PROJECT NUMBER: 10-22-ENG - Continuing Professional Architectural Services

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

XI.J Conflict of Interest Statement *

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- FORM - CONFLICT OF INTEREST...

*Response required

XI.K Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XI.L Non-Collusion Affidavit of Proposer*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- FORM NOTARIZED - NON-COLLUS...

*Response required

XI.M Drug -Free Workplace Certification*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- FORM, NOTARIZED - DRUG-FREE...

*Response required

XI.N Drug Free Workplace Confirmation *

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

☐ Please confirm
*Response required

XI.O Suspension and Debarment Certification *

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

☐ Please confirm
*Response required

XI.P Section 1: Introduction and Required Documentation *

Please upload as one (1) PDF document your submittal for Section 1, Introduction and Required Documentation.

*Response required

XI.Q Section 2: Experience and Qualifications*

Please upload as one (1) PDF document your submittal for Section 2, Experience and Qualifications.

*Response required

XI.R Section 3: Project Approach and Management *

Please upload as one (1) PDF document, your submittal for Section 3, Project and Management

*Response required

XI.S Section 4: References *

Please upload as one (1) PDF document, your submittal for Section 4, References

*Response required

XI.T Required City Forms*

Please upload as one (1) PDF document, the required City Forms.

* Signed Addendums (if any)

* Completed Vendor Information

* Completed w9

* Completed Vendor Summary

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR:
CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES, (RFQ) 10-22-ENG

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between **_____**, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 10-22-ENG, Continuing Professional Architectural Services**, for the **City of New Smyrna Beach** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement shall automatically renew for two (2) optional, automatic, (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 10-22-ENG, Continuing Professional Architectural Services**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set

out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	**Insert Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
	Date: _____
ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Russ Owen, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

Purchasing Initials: _____

Dated: _____

DRAFT

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No State of Florida Department of State Certificate of Authority Document No: _____
City, State, Zip Code	
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2021.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

_____

Proposer Signature

_____

Firm Name

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Revised Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2022.

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Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

_____

Proposer Signature

_____

Firm Name

Notice of Evaluation Meeting

RFQ 10-22-ENG, Continuing Professional Architectural Services

The above-mentioned RFQ was advertised in the Daytona News Journal and broadcasted on ProcureNow January 15, 2022.

An evaluation Committee meeting to evaluate the above Request for Qualifications will be held on Monday, March 14, 2022 starting at 10:00 A.M. The meeting will be held online through Microsoft Teams.

Click here to join the meeting or call in (audio only) 786-636-1338, 545737239# United States Phone Conference ID: 545 737 239#

- **City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.**
- **Persons with disabilities needing assistance to participate in any of these proceedings should contact the Purchasing Coordinator at 386-410-2654 at least 48 hours in advance of the meeting.**

End of Notice

March 18, 2022

Evaluation Meeting

RFQ 10-22-ENG: Continuing Professional Architectural Services

The above-mentioned Request for Qualifications (RFQ) was advertised in the Daytona News Journal and broadcasted on ProcureNow January 15, 2022.

- An evaluation Committee meeting for the above Request for Proposals (RFP) will be held on **Tuesday, March 22, starting at 9:00 A.M**. The meeting will be held in person and online through Microsoft Teams.

  In person option, address and location:

  City of New Smyrna
  Planning Department
  214 Sam's Avenue
  2nd Floor
  New Smyrna Beach, Florida 32168

  Wearing a face mask is highly encouraged

  Virtual option, Microsoft Teams
  Click here to join the meeting , or call in (audio only), **786-636-1338, 352399593#**
  Phone Conference ID: 352 399 593#

- **City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.**
- **Persons with disabilities needing assistance to participate in any of these proceedings should contact the Purchasing Coordinator at 386-410-2654 at least 48 hours in advance of the meeting.**

End of Notice

CONTRACT RENEWAL
FOR PROFESSIONAL ARCHITECTURAL SERVICES
BENTLEY GROUP, INC. (DBA; BENTLEY ARCHITECTS AND ENGINEERS, INC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL **ARCHITECTURAL** SERVICES, via **RFQ 10-22-ENG**; and

WHEREAS, the City accepted the qualifications of **BENTLEY ARCHITECTS AND ENGINEERS, INC**, (Firm); and

WHEREAS, the parties desire to enter into the first of two (2) possible one (1) year renewals of the contract pursuant to the **RFQ.**

NOW, THEREFORE, THE CITY AND **BENTLEY ARCHITECTS AND ENGINEERS, INC**, AGREE AS FOLLOWS:

1. The City and **BENTLEY ARCHITECTS AND ENGINEERS, INC** agree to all the terms and conditions as stated and contained in the Professional Services Agreement, **RFQ 10-22-ENG**, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's **RFQ**, the **RFQ** Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the first of two (2) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

BENTLEY ARCHITECTS AND ENGINEERS, INC

By: [signature] VP ARCHITECTURE
Name and Title

Date: 4/30/2025

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date: _____
Carrie Avallone, Esq., City Attorney

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

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

1. My name is Gary Kranston. I am over the age of Twenty-one years old. I am the VP of Architecture (Title) of Bentley Group, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: APRIL 30, 2025

Signed: Gary Kranston

Print Name: GARY KRANSTON

Title: VP ARCHITECTURE

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 30 day of April, 2025 by Gary Kranston, RA as VP Architecture on behalf of Bentley Group, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)
Notary Public State of Florida
Debra S McKenzie
My Commission
HH 173739
Exp. 9/9/2025

Debra S. McKenzie
Notary Public, State of Florida
Printed name, commission and expiration of commission term

BENTARC-01 KSMITH7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2024

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

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

PRODUCER	CONTACT NAME:	
Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	PHONE (A/C, No, Ext): (407) 644-8689	FAX (A/C, No): (407) 644-9934
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURED	INSURER B :	
Bentley Group Inc f/k/a Bentley Architects & Engineers, Inc. 651 W. Warren Ave. Suite 200 Longwood, FL 32750	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [ ] OCCUR	X		21SBAVL1758	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			21SBAVL1758	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			21SBAVL1758	7/1/2024	7/1/2025	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Re: RFQ10-22-Eng 2022.074 -City of New Smyrna Beach is included as an Additional Insured on General Liability, when required in a written agreement or contract with the Insured. 30 day notice in the event of nonpayment or material change

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

BENTARC-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/7/2025

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

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

PRODUCER	CONTACT NAME:	
JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hudson Insurance Company	25054
INSURED	INSURER B :	
Bentley Group, Inc. d/b/a Bentley Architects + Engineers, Inc. 651 W. Warren Ave, Suite 200 Longwood, FL 32750	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Professional Liab**			**PRB 06 19 119191**	**7/1/2024**	**7/1/2025**	**Per Claim/Aggregate**	**2,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFQ 10-22-ENG - Continuing Professional Archiectural Services

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Erin K. Kelley

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AGREEMENT FOR BENTLEY GROUP, INC. (DBA; BENTLEY ARCHITECTS AND ENGINEERS, INC.) CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of JUNE, 2022, by and between **Bentley Group, Inc. (dba; Bentley Architects and Engineers, Inc.),** duly authorized to conduct business in the State of Florida and whose address is 651 W. Warren Avenue, Suite 200, Longwood, Florida 32750, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 10-22-ENG**, Continuing Professional Architectural Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement shall automatically renew for two (2) optional, automatic, (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 10-22-ENG**, Continuing Professional Architectural Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

Contractor's Initials:

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal w Fee Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Bentley Architects and Engineers, Inc

Gary Kranston, RA, VP
(Name, Title)

Bentley Architects and Engineers, Inc
(Company)

651 W. Warren Avenue, Suite 200
(Address)

Longwood, Florida, 32750
(City, State, Zip)

(407) 331-6116
(Phone)

Contractor's Initials:

SECTION 9. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

Molly A. deVivero, P.E. SR V.P.
Print Name and Title

Bentley Architects and Engineers, Inc

Authorized Signature

GARY KRANSTON, VP
Print Name and Title

Date: 6/6/22

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor
Date: June 14, 2022

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 6/28/2022

Purchasing Initials: JV
Dated: 6/20/22



BENTLEY

PROPOSAL FOR THE CITY OF NEW SMYRNA BEACH

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

RFQ 10-22-ENG

FEBRUARY 14, 2022

BENTLEY ARCHITECTS + ENGINEERS, INC.
651 W. Warren Avenue, Suite 200
Longwood, FL 32750
407-331-6116

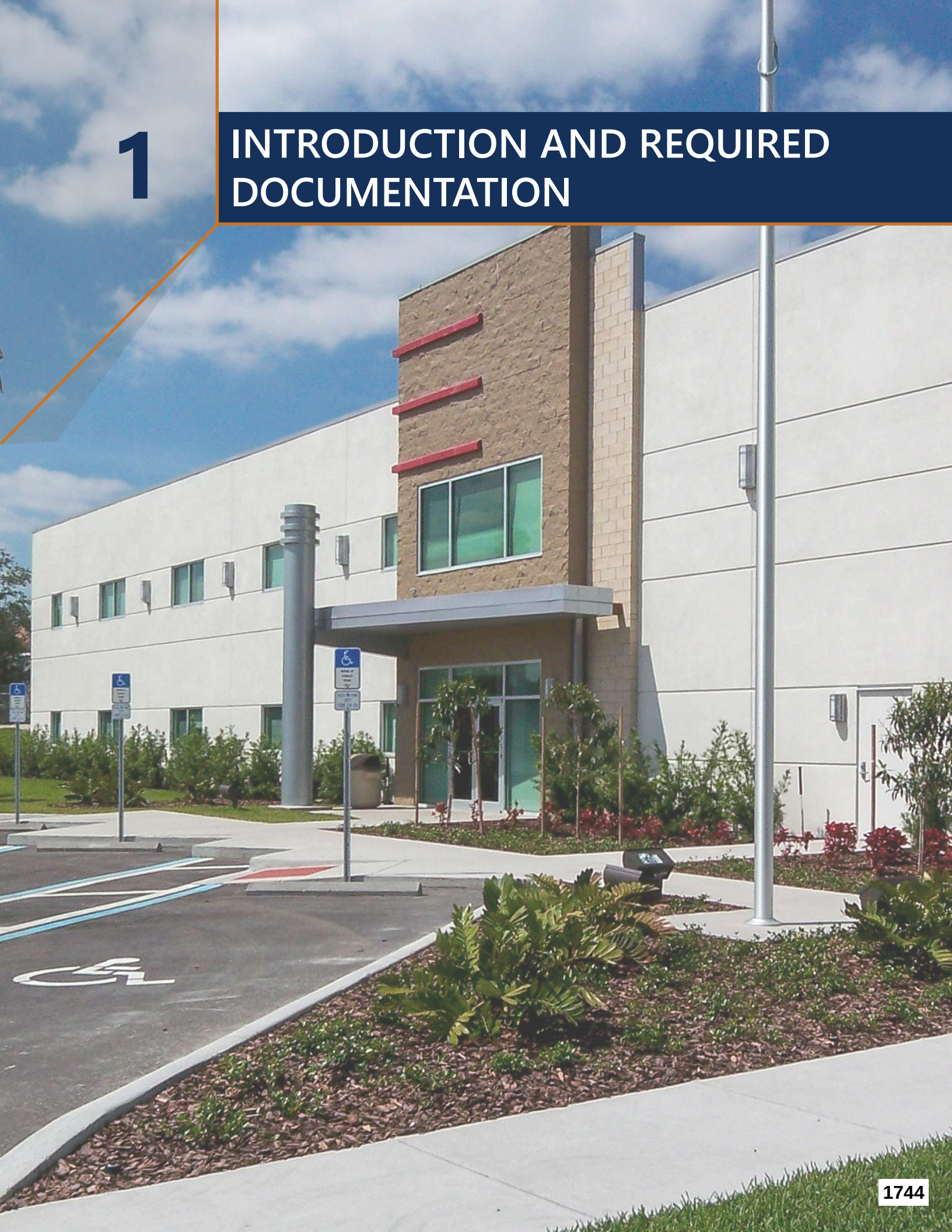
Gary Kranston, RA, LEED AP
Vice President of Architecture
gary@baeonline.com

1742

TABLE OF CONTENTS

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1 INTRODUCTION AND REQUIRED DOCUMENTATION



February 14, 2022

Janet Vivian
Purchasing Coordinator
City of New Smyrna Beach
Submitted via OPENGOV Procurement

SUBJECT: FRQ 10-22-ENG Continuing Professional Architectural Services

Dear Members of the Selection Committee:

Bentley Architects + Engineers, Inc. (Bentley) and our design team proudly submit this proposal to the City of New Smyrna Beach. Our goal is to continue our work with the City in providing the most comprehensive design and cost-effective solutions for the Continuing Professional Architectural Services contract.

Bentley is a Central Florida firm with over 37 years of architectural and engineering design experience. Our in-house services include full architectural design, civil engineering, structural engineering and roadway engineering. The benefit of this multi-disciplinary approach for our clients is that we are more responsive, and our simplified team structure provides a more holistic project design solution with better coordination.

COLLABORATIVE PROCESS Bentley employs an organized and collaborative process that we call Plan/Concept/Develop/Build on all projects. Throughout this project process, our primary objective is to listen and collaborate with you to devise a project solution that satisfies your functional needs and provides you with the best value for your construction dollars. More importantly, we look forward to continuing our relationship with the City of New Smyrna Beach.

WE HAVE THE EXPERIENCE YOU NEED We look forward to being a valued member of your team by providing you the expertise, commitment and attention to detail that have formed strong foundations with our clients on continuing service contracts. Our team is experienced with municipal design requirements for architecture and civil, structural, mechanical and electrical engineering in addition to working within budgetary constraints and coordination requirements. In 1999, Bentley was awarded its first continuing contract with Seminole County and has since established a history of working with local governments on a continual basis. Over the past 10 years, we have worked with a variety of municipalities and the FDOT on over 60 continuing contracts from our convenient location in Longwood, FL

In 2016, Bentley had the pleasure of being awarded the City of New Smyrna Beach's Continuing Professional Architectural Services contract, and we hope to continue our relationship with the City by providing these services for the next five years. Through our previous contract, we collaborated on the New Smyrna Beach Skate Park project, and we are currently working on the structural foundation remediation for the Women's Club from our convenient office location in Longwood, FL. I personally look forward to bringing over 40 years of experience to this continuing service contract and working with the City on future projects.

Furthermore, our multidisciplinary team approach is a practical way to explore and find the best ideas and solutions in coordination with the City of New Smyrna Beach. Not only are we familiar with continuing service contracts, but as a supplement to our in-house services, we have assembled a team of knowledgeable subconsultants that we have worked with previously.

QUALITY AND BUDGET MATTER Nearly 100% of our work is for public sector local and state agencies whose missions are to build and support strong communities, so we are very accustomed to working within the structure of government contracts. Our detailed Quality and Budget reviews are included in our Plan/Concept/Develop/Build process to ensure that we produce a high-quality, functional, and efficient product that maintains your project budget and schedule targets. We have included **Blue Cord Professional Services (VBE)** to perform budget reviews and cost estimating that will help our team work within budget goals.

OUR TEAM IS EXCITED ABOUT THIS PROJECT In providing creative and flexible design solutions that solve problems and meet current and future needs, we strive to balance function, aesthetics, technology, maintenance and operational costs. To complement our design experience with the City of New Smyrna Beach and numerous government-owned facilities, we have added key subconsultants who possess similar public sector experience. In addition to **Blue Cord Professional Services**, our team will include **Salas O'Brien Engineering** (SOBE) for MEP; **Ramski & Company (WBE)** for Interior Design; **FCM Engineering (VBE)** for LEED Consulting; **NADIC Engineering Services, Inc. (WMBE)** for Geotechnical services; **Zev Cohen & Associates, Inc.** for Landscape Architecture; **Manuel G. Vera and Associates, Inc.. (MBE)** and **Daniel W. Cory Surveyor, LLC** for survey; **RMPK Funding** for Grant Application Preparation; and **Southeastern Archaeological Research, Inc.** for Historical Preservation. The Bentley Team is excited about your project and eager to continue sharing our extensive experience with the City.

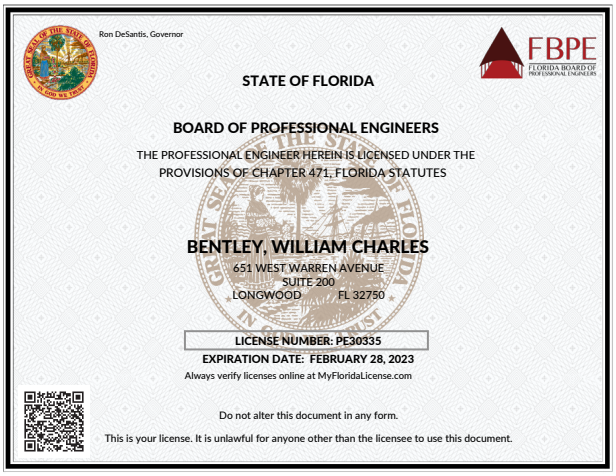
WE'RE READY TO START ON THIS PROJECT IMMEDIATELY We are confident that after reviewing our proposal, you will find our team to be highly qualified for your project and professional in delivering the City of New Smyrna Beach high quality work. Our staff is available to begin work immediately. We appreciate the opportunity to present our team's credentials, commitment and similar experience and look forward to working with the City of New Smyrna Beach to deliver projects that exceed your expectations!

Sincerely,
BENTLEY ARCHITECTS + ENGINEERS, INC.



Gary Kranston, RA, LEED AP
Vice President of Architecture / Authorized Agent

BENTLEY LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor

STATE OF FLORIDA

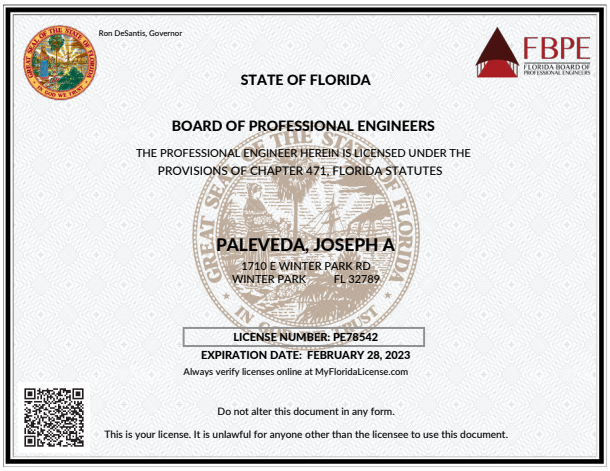
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BENTLEY, WILLIAM CHARLES
651 WEST WARREN AVENUE
SUITE 200
LONGWOOD FL 32750

LICENSE NUMBER: PE30335
EXPIRATION DATE: FEBRUARY 28, 2023
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PALEVEDA, JOSEPH A
1710 E WINTER PARK RD
WINTER PARK FL 32789

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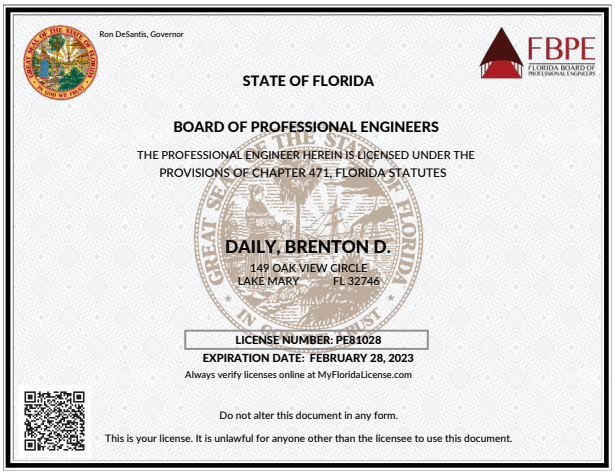
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

KRANSTON, GARY L
BENTLEY ARCHITECTS & ENGIN.INC
651 W WARREN AVE
SUITE 200
LONGWOOD FL 32750

LICENSE NUMBER: AR0011541
EXPIRATION DATE: FEBRUARY 28, 2023
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DAILY, BRENTON D.
149 OAK VIEW CIRCLE
LAKE MARY FL 32746

LICENSE NUMBER: PE81028
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BENTLEY LICENSES AND CERTIFICATIONS

Licensee

Name:	**BENTLEY, WILLIAM CHARLES**	License Number:	**30335**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2023**
Primary Status:	**Current**	Original License Date:	**11/20/1980**
Secondary Status:	**Active**		

Related License Information

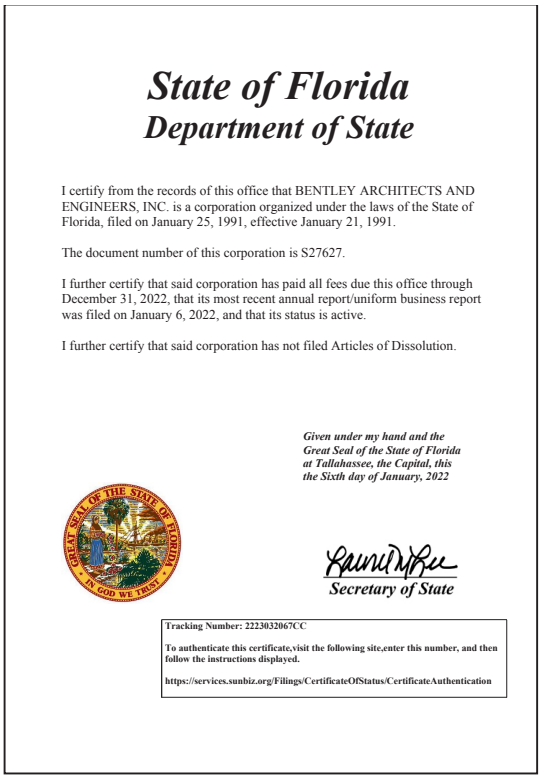
License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
5898	Current	BENTLEY ARCHITECTS & ENGINEERS, INC.	Registry	02/24/2005	Registry	

Licensee

Name:	**KRANSTON, GARY L**	License Number:	**AR0011541**
Rank:	**Architect**	License Expiration Date:	**02/28/2023**
Primary Status:	**Current**	Original License Date:	**11/18/1986**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current, Active	BENTLEY ARCHITECTS & ENGIN,INC	Responsible Supervisor		Architect Business Information	
	Current, Active	BENTLEY ARCHITECTS & ENGIN,INC	Qualifying Architect		Architect Business Information	



State of Florida
Department of State

I certify from the records of this office that BENTLEY ARCHITECTS AND ENGINEERS, INC. is a corporation organized under the laws of the State of Florida, filed on January 25, 1991, effective January 21, 1991.

The document number of this corporation is S27627.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 6, 2022, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2022

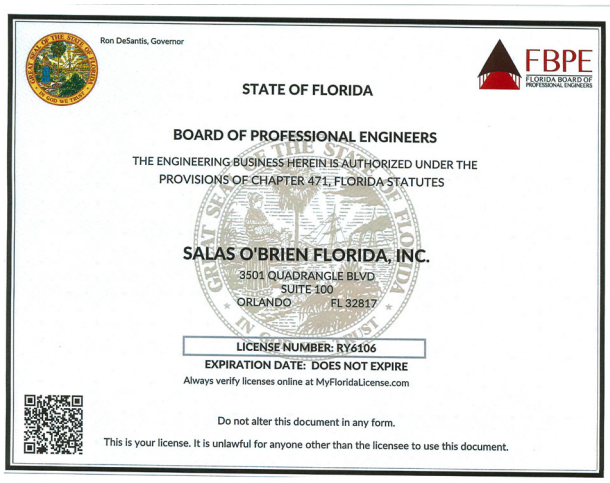
Secretary of State

Tracking Number: 2223032067CC

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

SALAS O'BRIEN ENGINEERING LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor

STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

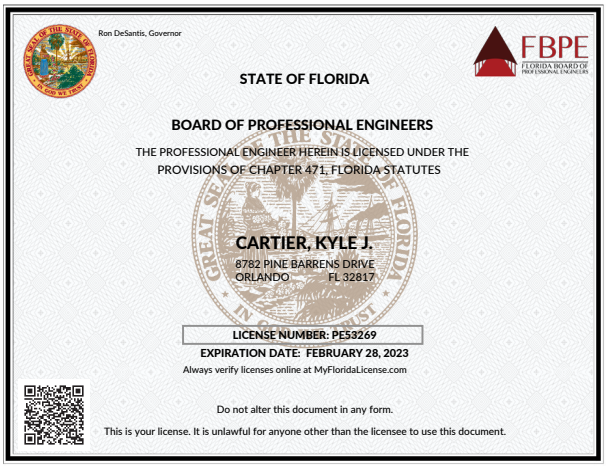
BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SALAS O'BRIEN FLORIDA, INC.
3501 QUADRANGLE BLVD
SUITE 100
ORLANDO FL 32817

LICENSE NUMBER: RY6106
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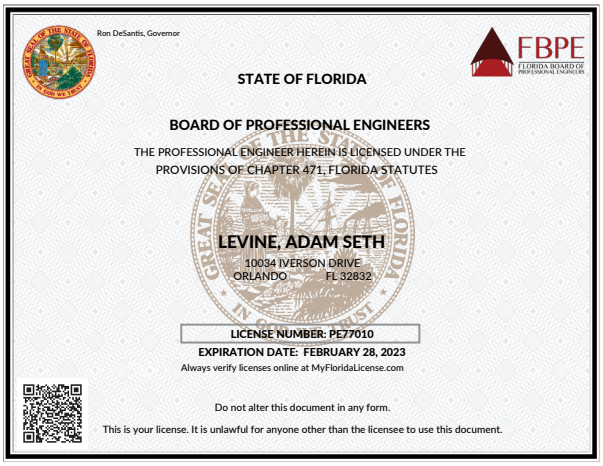
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CARTIER, KYLE J.
8782 PINE BARRENS DRIVE
ORLANDO FL 32817

LICENSE NUMBER: PE53269
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STATE OF FLORIDA

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS

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LEVINE, ADAM SETH
10034 IVERSON DRIVE
ORLANDO FL 32832

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ASPE American Society of Plumbing Engineers

American Society of Plumbing Engineers

Roger Poore

is hereby recertified as

CERTIFIED IN PLUMBING DESIGN

For successfully demonstrating a high level of competence in the design of engineered plumbing systems by meeting the standards required for CPD and through the completion of the CPD recertification program.

CPD Number: 30459

Expires: May 1, 2023

President

Certified in PLUMBING DESIGN American Society of Plumbing Engineers

Executive Director/CEO

SALAS O'BRIEN ENGINEERING LICENSES AND CERTIFICATIONS

Licensee

Name:	**SALAS O'BRIEN FLORIDA, INC.**	License Number:	**6106**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**09/19/1991**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
43167	Current, Active	WILKERSON, GARY A	Registry	04/27/2006	Professional Engineer	02/28/2023



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Detail by Entity Name

Florida Profit Corporation
SALAS O'BRIEN FLORIDA, INC.

Filing Information

Document Number	S67577
FEI/EIN Number	65-0281509
Date Filed	07/19/1991
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	09/06/2019
Event Effective Date	NONE

Principal Address

3501 QUADRANGLE BOULEVARD
SUITE 100
ORLANDO, FL 32817

Changed: 06/20/2018

Mailing Address

3501 QUADRANGLE BOULEVARD
SUITE 100
ORLANDO, FL 32817

Changed: 06/20/2018

Registered Agent Name & Address

REGISTERED AGENTS INC.
7901 4TH ST N
STE 300
ST PETERSBURG, FL 33702

Name Changed: 06/18/2020

Address Changed: 06/18/2020

Officer/Director Detail

Name & Address

Title PRINCIPAL

Wilkerson, Gary A.
3501 Quadrangle Blvd
Suite 100
Orlando, FL 32817

Title CEO

ANDERSON, DARIN
3700 SOUTH SUSAN STREET
SUITE 150
SANTA ANA, CA 92704

Title DIR.

EVERETT, STAN
1255 COLLIER ROAD
ATLANTA, GA 30318

Annual Reports

Report Year	Filed Date
2020	02/13/2020
2021	03/09/2021
2022	02/01/2022

RAMSKI & COMPANY LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor — Julie I. Brown, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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BROWN, DOUG A
500 DELANEY AVE
SUITE 301
ORLANDO FL 32801

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State of Florida

Woman Business Certification

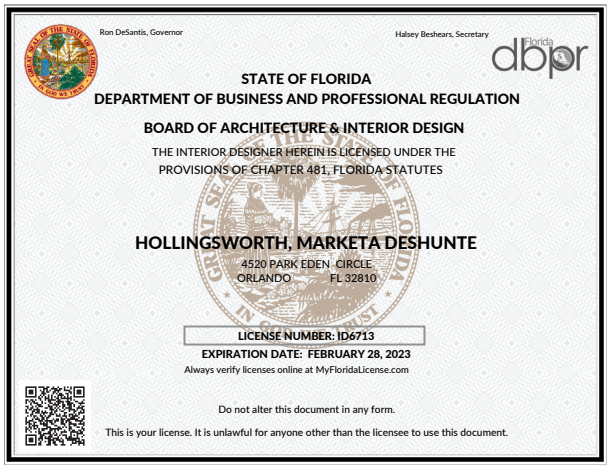
Ramski & Company, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/03/2021 to 02/03/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Ron DeSantis, Governor — Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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HOLLINGSWORTH, MARKETA DESHUNTE
4520 PARK EDEN CIRCLE
ORLANDO FL 32810

LICENSE NUMBER: ID6713
EXPIRATION DATE: FEBRUARY 28, 2023
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RAMSKI, JENNIFER E
500 DELANEY AVENUE
SUITE 301
ORLANDO FL 32801

LICENSE NUMBER: ID0000023
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ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

June 14, 2021

Mrs. Jennifer Ramski
Ramski & Company, Inc. DBA Ramski & Company
500 Delaney Avenue
Suite 301
Orlando, FL 32801

Small Business Enterprise (SBE) Certification
Expiration Date: June 30, 2022

Dear Mrs. Ramski:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, **Ramski & Company, Inc. DBA Ramski & Company** has been certified as **Small Business Enterprise (SBE)** under the Authority's Small Business Enterprise Policy.

SBE certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) Policies promulgated pursuant to the Department of Transportation's regulations, or the Authority's Local Developing Business (LDB), Minority/Women Business Enterprise (M/WBE) or Veteran Business Enterprise (VBE) Policies.

SBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all Authority projects as an **SBE** contractor, sub-contractor, consultant, sub- consultant or material supplier.

Your company's **SBE** certification with the Authority will be effective through **June 30, 2022.** For re-certification at the end of this period you must reapply for SBE certification. Your **renewal application** should be submitted ninety (90) days prior to expiration of your current certification. You may complete your renewal application online at https://goaa.diversitycompliance.com. **Failure to submit your renewal application ninety (90) days in advance of your expiration may result in a lapse in your certification.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm prior to your renewal date you must promptly notify this office in writing. Notification should include supporting documentation.

Congratulations on your **SBE** certification. Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

George I. Morning
Director, Small Business Development Department

RAMSKI & COMPANY LICENSES AND CERTIFICATIONS

Licensee

Name:	**RAMSKI, JENNIFER E**	License Number:	**ID0000023**
Rank:	**Interior designer**	License Expiration Date:	**02/28/2023**
Primary Status:	**Current**	Original License Date:	**03/07/1989**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
IB0001127	Null and Void	RAMSKI AND COMPANY, INC., DBA RAMSKI AND COMP	Responsible Supervisor		Interior Design Business	02/28/2021
IB0001127	Null and Void	RAMSKI AND COMPANY, INC., DBA RAMSKI AND COMP	Qualifying Agent		Interior Design Business	02/28/2021



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

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Events | No Name History

Detail by Entity Name

Florida Profit Corporation
RAMSKI & COMPANY, INC.

Filing Information

Document Number	P98000069252
FEI/EIN Number	59-3528293
Date Filed	08/10/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/18/2020
Event Effective Date	NONE

Principal Address

500 Delaney Avenue
Suite 301
ORLANDO, FL 32801

Changed: 01/11/2016

Mailing Address

500 Delaney Avenue
Suite 301
Orlando, FL 32801

Changed: 01/11/2016

Registered Agent Name & Address

Ramski, Jennifer
500 Delaney Avenue, Suite 301
Orlando, FL 32801

Name Changed: 01/07/2021

Address Changed: 01/07/2021

Officer/Director Detail

Name & Address

Title PD

RAMSKI, JENNIFER
500 DELANEY AVENUE #301
ORLANDO, FL 32801

Title ST

WOODWARD, ANN
500 DELANEY AVENUE #301
ORLANDO, FL 32801

Title V

BROWN, DOUGLAS
500 DELANEY AVENUE #301
ORLANDO, FL 32801

Annual Reports

Report Year	Filed Date
2021	01/07/2021
2021	04/16/2021
2022	01/25/2022

BLUE CORD PROFESSIONAL SERVICES LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

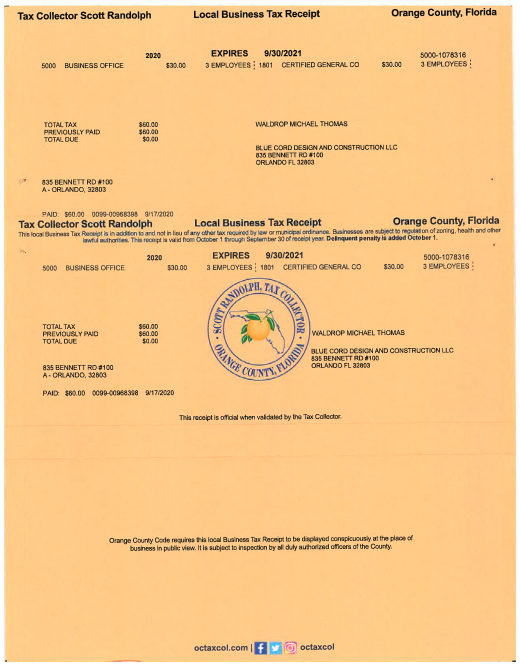
WALDROP, MICHAEL T
BLUE CORD DESIGN AND CONSTRUCTION LLC
835 BENNETT ROAD SUITE 100
ORLANDO FL 32803

LICENSE NUMBER: CGC1508957
EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

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Tax Collector Scott Randolph — Local Business Tax Receipt — Orange County, Florida

2020 EXPIRES 9/30/2021

5000 BUSINESS OFFICE $30.00 3 EMPLOYEES | 1801 CERTIFIED GENERAL CO $30.00 3 EMPLOYEES | 5000-1078316

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

WALDROP MICHAEL THOMAS

BLUE CORD DESIGN AND CONSTRUCTION LLC
835 BENNETT RD #100
ORLANDO FL 32803

835 BENNETT RD #100
A - ORLANDO, 32803

PAID $60.00 0099-00968398 9/17/2020

Tax Collector Scott Randolph — Local Business Tax Receipt — Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2020 EXPIRES 9/30/2021

5000 BUSINESS OFFICE $30.00 3 EMPLOYEES | 1801 CERTIFIED GENERAL CO $30.00 3 EMPLOYEES | 5000-1078316

TOTAL TAX $60.00
PREVIOUSLY PAID $60.00
TOTAL DUE $0.00

WALDROP MICHAEL THOMAS

BLUE CORD DESIGN AND CONSTRUCTION LLC
835 BENNETT RD #100
ORLANDO FL 32803

835 BENNETT RD #100
A - ORLANDO, 32803

PAID $60.00 0099-00968398 9/17/2020

SCOTT RANDOLPH, TAX COLLECTOR - ORANGE COUNTY, FLORIDA

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

octaxcol.com | octaxcol



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

John Hoibraten Jr

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

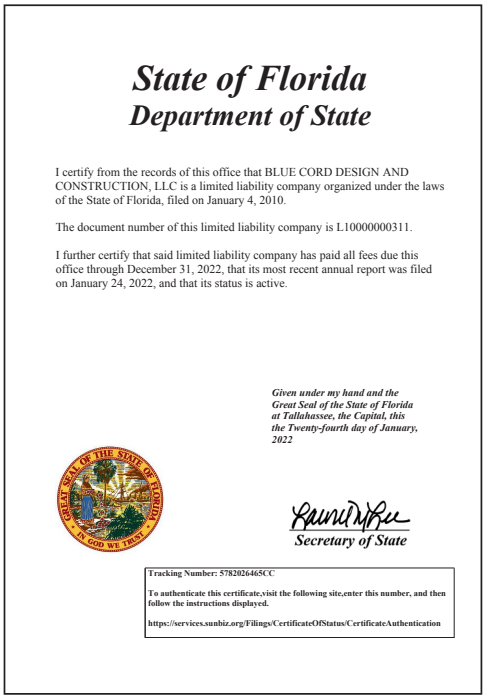
LEED AP

Chairman

March 27, 2009
Date Issued

Peter Templeton, President

Printed on 50% bamboo fiber / 50% post-consumer fiber with vegetable based inks.



State of Florida
Department of State

I certify from the records of this office that BLUE CORD DESIGN AND CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 4, 2010.

The document number of this limited liability company is L10000000311.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 24, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2022

Secretary of State

Tracking Number: 5782026465CC

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

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

Licensee

Name:	**BLUE CORD DESIGN AND CONSTRUCTION LLC**	License Number:	
Rank:	**Construction Business Information**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**02/03/2010**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
CGC1508957	Current, Active	WALDROP, MICHAEL T DBA:BLUE CORD DESIGN AND CONSTRUCTION LLC	Primary Qualifying Agent for Business	02/03/2010	Certified General Contractor	08/31/2022

FCM ENGINEERING LICENSES AND CERTIFICATIONS


LEED AP BD+C

10212653-AP-BD+C

15 OCT 2010

13 OCT 2022

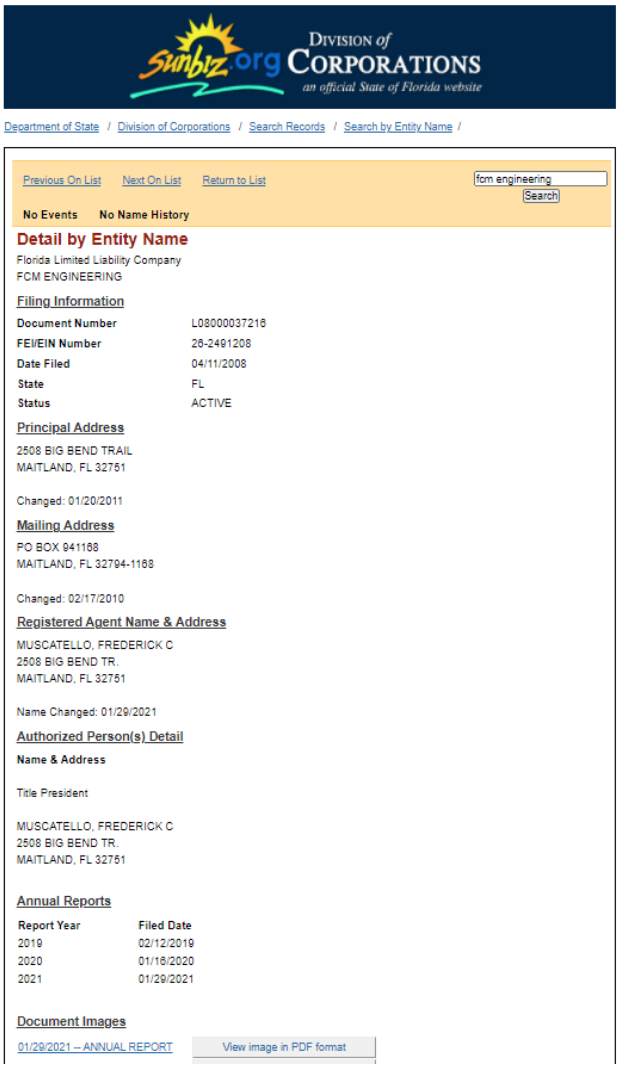

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Fred Muscatello

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.


Sunbiz.org Division of Corporations — an official State of Florida website

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No Events | No Name History

Detail by Entity Name

Florida Limited Liability Company
FCM ENGINEERING

Filing Information

Document Number	L08000037216
FEI/EIN Number	26-2491208
Date Filed	04/11/2008
State	FL
Status	ACTIVE

Principal Address

2508 BIG BEND TRAIL
MAITLAND, FL 32751

Changed: 01/20/2011

Mailing Address

PO BOX 941168
MAITLAND, FL 32794-1168

Changed: 02/17/2010

Registered Agent Name & Address

MUSCATELLO, FREDERICK C
2508 BIG BEND TR.
MAITLAND, FL 32751

Name Changed: 01/29/2021

Authorized Person(s) Detail

Name & Address

Title President

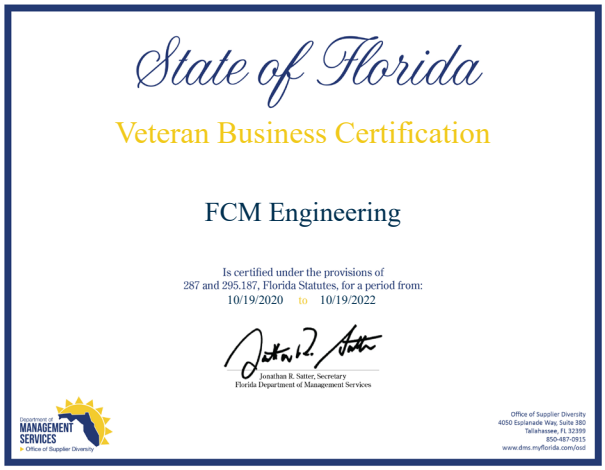
MUSCATELLO, FREDERICK C
2508 BIG BEND TR.
MAITLAND, FL 32751

Annual Reports

Report Year	Filed Date
2019	02/12/2019
2020	01/16/2020
2021	01/29/2021

Document Images

01/29/2021 -- ANNUAL REPORT | View image in PDF format


State of Florida

Veteran Business Certification

FCM Engineering

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/19/2020 to 10/19/2022

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of Management Services — Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

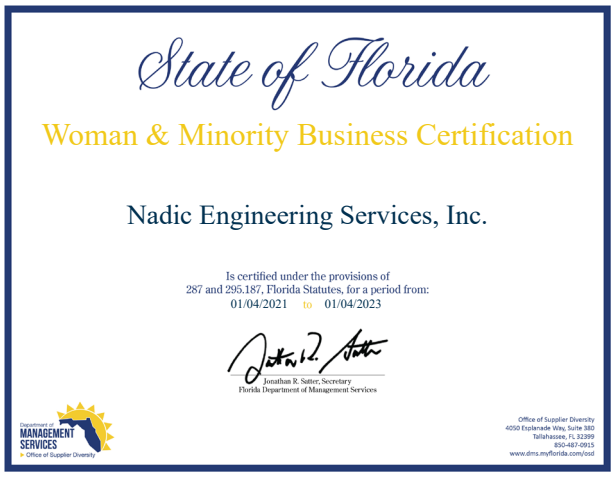
Licensee

Name:	**FCM ENGINEERING**	License Number:	**28621**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**06/09/2009**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
62451	Current, Active	MUSCATELLO, FREDERICK C	Registry	06/09/2009	Professional Engineer	02/28/2023

NADIC ENGINEERING SERVICES, INC. LICENSES AND CERTIFICATIONS



State of Florida

Woman & Minority Business Certification

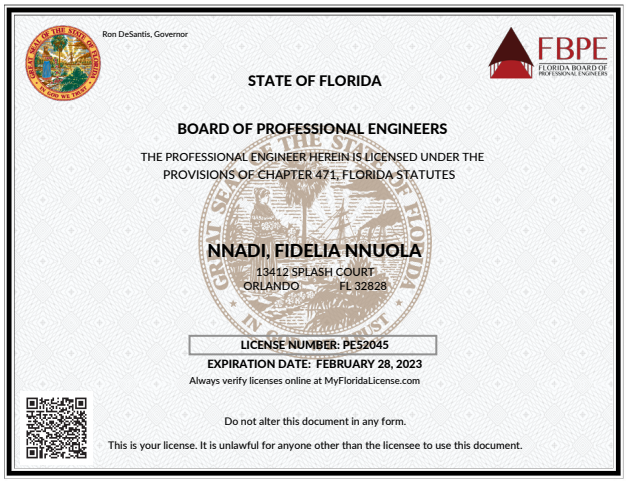
Nadic Engineering Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/04/2021 to 01/04/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

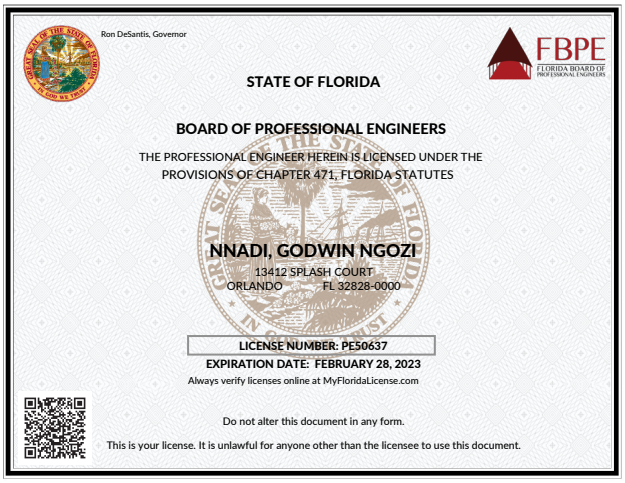
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, FIDELIA NNUOLA
13412 SPLASH COURT
ORLANDO FL 32828

LICENSE NUMBER: PE52045
EXPIRATION DATE: FEBRUARY 28, 2023
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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NNADI, GODWIN NGOZI
13412 SPLASH COURT
ORLANDO FL 32828-0000

LICENSE NUMBER: PE50637
EXPIRATION DATE: FEBRUARY 28, 2023
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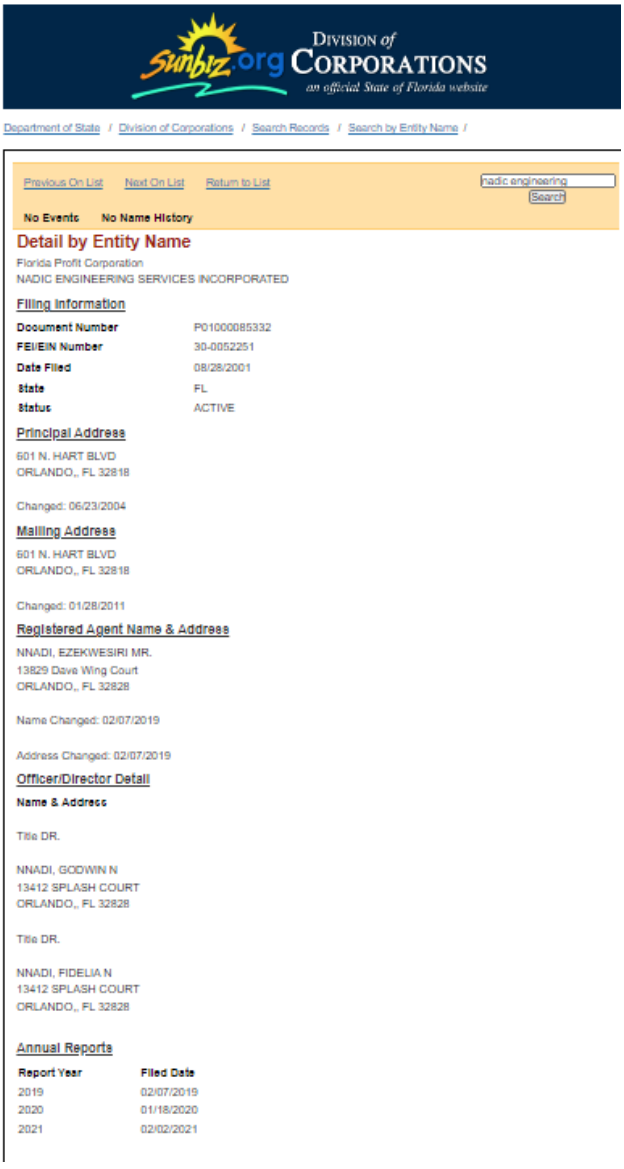
NADIC ENGINEERING SERVICES, INC. LICENSES AND CERTIFICATIONS

Licensee

Name:	**NADIC ENGINEERING SERVICES, INC.**	License Number:	**8214**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**05/28/1999**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
52045	Current, Active	NNADI, FIDELIA NNUOLA	Registry		Professional Engineer	02/28/2023



Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

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No Events No Name History

Detail by Entity Name

Florida Profit Corporation
NADIC ENGINEERING SERVICES INCORPORATED

Filing Information

Document Number	P01000085332
FEI/EIN Number	30-0052251
Date Filed	08/28/2001
State	FL
Status	ACTIVE

Principal Address

601 N. HART BLVD
ORLANDO,, FL 32818

Changed: 06/23/2004

Mailing Address

601 N. HART BLVD
ORLANDO,, FL 32818

Changed: 01/28/2011

Registered Agent Name & Address

NNADI, EZEKWESIRI MR.
13829 Dave Wing Court
ORLANDO,, FL 32828

Name Changed: 02/07/2019

Address Changed: 02/07/2019

Officer/Director Detail

Name & Address

Title DR.

NNADI, GODWIN N
13412 SPLASH COURT
ORLANDO,, FL 32828

Title DR.

NNADI, FIDELIA N
13412 SPLASH COURT
ORLANDO,, FL 32828

Annual Reports

Report Year	Filed Date
2019	02/07/2019
2020	01/18/2020
2021	02/02/2021

ZEV COHEN & ASSOCIATES, INC. LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

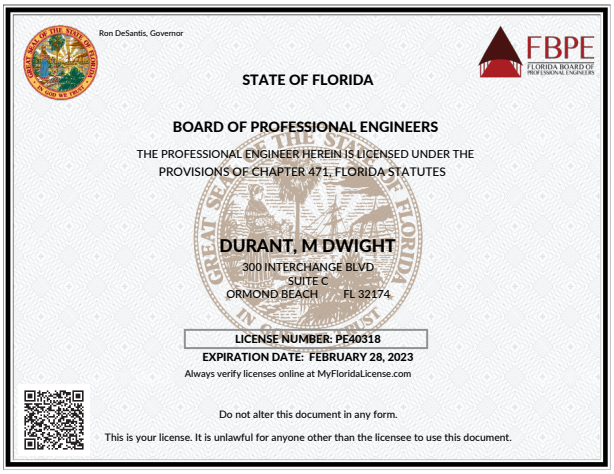
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

STEHR, JAKE EDWIN
751 LINDENWOOD CR EAST
ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667462
EXPIRATION DATE: NOVEMBER 30, 2023
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Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DURANT, M DWIGHT
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE40318
EXPIRATION DATE: FEBRUARY 28, 2023
Always verify licenses online at MyFloridaLicense.com

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Name:	**ZEV COHEN & ASSOCIATES, INC**	License Number:	**4516**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**09/29/1986**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
40318	Current, Active	DURANT, M DWIGHT	Registry	02/12/2005	Professional Engineer	02/28/2023



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Department of State / Division of Corporations / Search Records / Search by Entity Name /

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zev cohen Search

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
ZEV COHEN & ASSOCIATES, INC.

Filing Information

Document Number	J32835
FEI/EIN Number	59-2717554
Date Filed	09/12/1986
State	FL
Status	ACTIVE

Principal Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Mailing Address

300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Changed: 01/30/2013

Registered Agent Name & Address

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Name Changed: 02/03/2010

Address Changed: 01/30/2013

Officer/Director Detail

Name & Address

Title D

DURANT, M. DWIGHT
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title S

BALL, ROBERT J
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Title VP

HAMILTON, SAMUEL CJR.
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

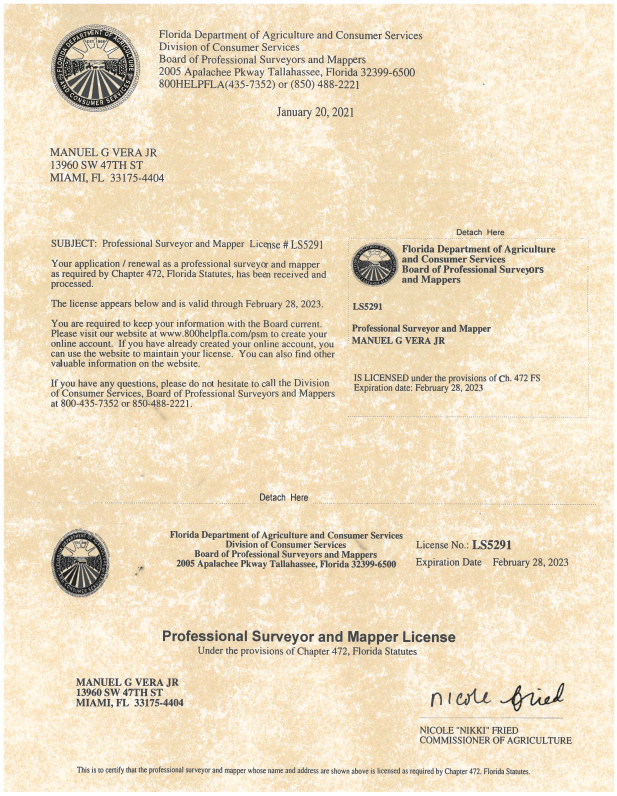
Title Officer

Stehr, Jake E
300 INTERCHANGE BOULEVARD
Suite C
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
2021	01/14/2021
2021	10/28/2021
2022	01/19/2022

MG VERA & ASSOCIATES, INC. LICENSES AND CERTIFICATIONS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 20, 2021

MANUEL G VERA JR
13960 SW 47TH ST
MIAMI, FL 33175-4404

SUBJECT: Professional Surveyor and Mapper License # LS5291

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5291

Professional Surveyor and Mapper
MANUEL G VERA JR

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2023

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

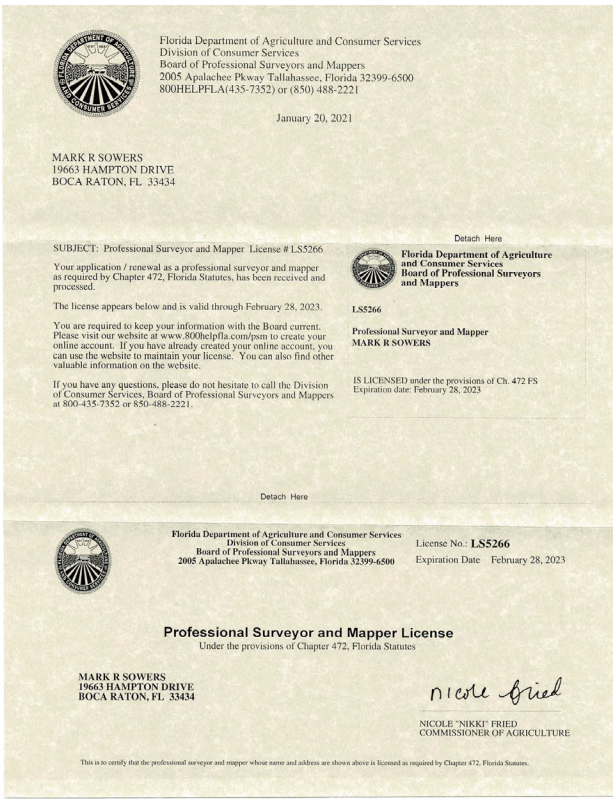
License No.: LS5291
Expiration Date February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MANUEL G VERA JR
13960 SW 47TH ST
MIAMI, FL 33175-4404

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 20, 2021

MARK R SOWERS
19663 HAMPTON DRIVE
BOCA RATON, FL 33434

SUBJECT: Professional Surveyor and Mapper License # LS5266

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS5266

Professional Surveyor and Mapper
MARK R SOWERS

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2023

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

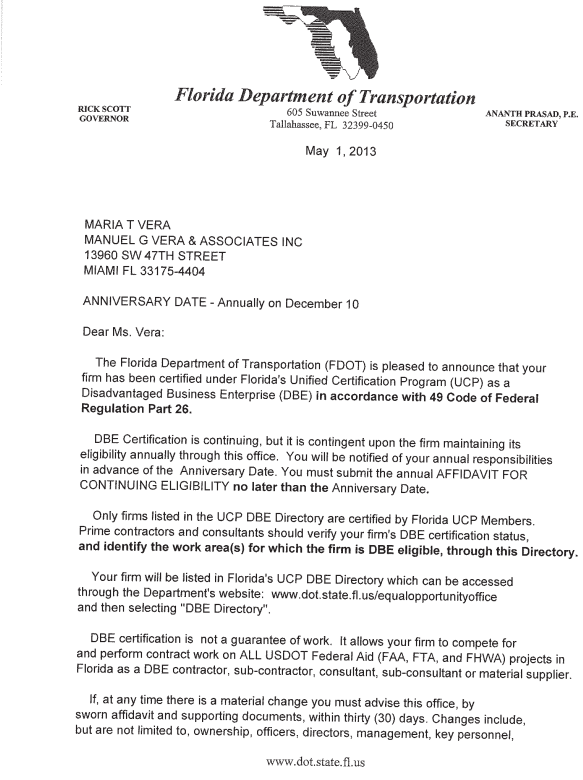
License No.: LS5266
Expiration Date February 28, 2023

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MARK R SOWERS
19663 HAMPTON DRIVE
BOCA RATON, FL 33434

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 1, 2013

MARIA T VERA
MANUEL G VERA & ASSOCIATES INC
13960 SW 47TH STREET
MIAMI FL 33175-4404

ANNIVERSARY DATE - Annually on December 10

Dear Ms. Vera:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **in accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the** Anniversary Date.

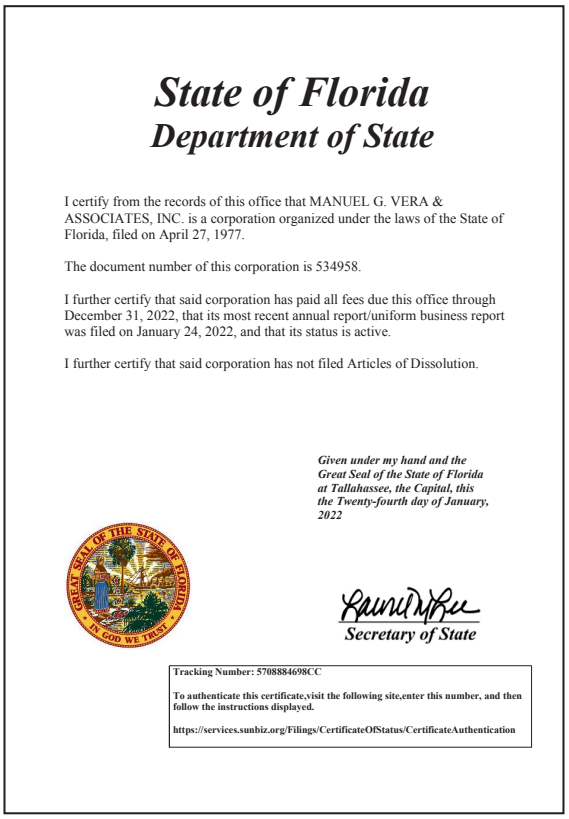
Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is not a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel,

www.dot.state.fl.us



State of Florida
Department of State

I certify from the records of this office that MANUEL G. VERA & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on April 27, 1977.

The document number of this corporation is 534958.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 24, 2022, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2022

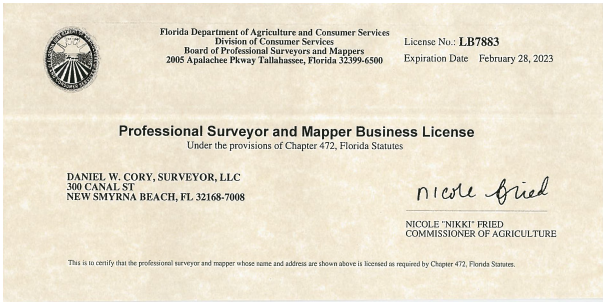
Secretary of State

Tracking Number: 5708884698CC

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

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

DANIEL W. CORY SURVEYOR, LLC LICENSES AND CERTIFICATIONS



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7883
Expiration Date February 28, 2023

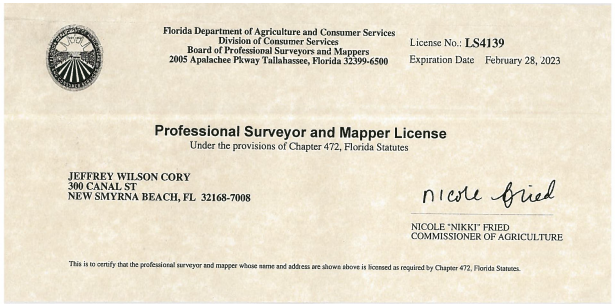
Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

DANIEL W. CORY, SURVEYOR, LLC
300 CANAL ST
NEW SMYRNA BEACH, FL 32168-7008

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS4139
Expiration Date February 28, 2023

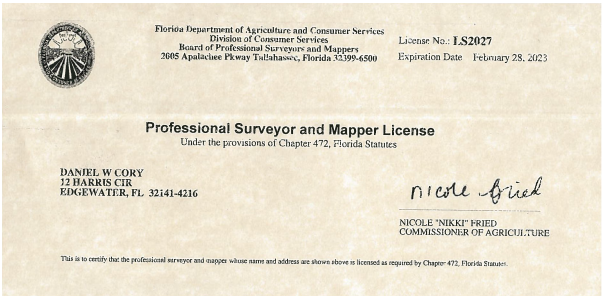
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JEFFREY WILSON CORY
300 CANAL ST
NEW SMYRNA BEACH, FL 32168-7008

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS2027
Expiration Date February 28, 2023

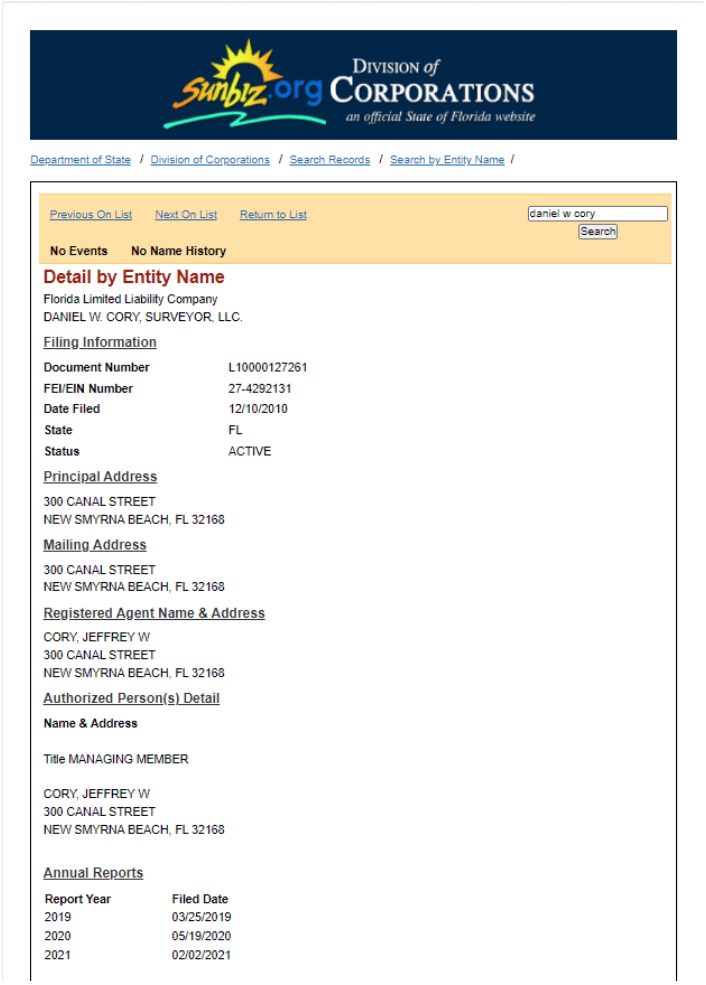
Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

DANIEL W CORY
12 HARRIS CIR
EDGEWATER, FL 32141-4216

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



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an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | daniel w cory | Search

No Events | No Name History

Detail by Entity Name

Florida Limited Liability Company
DANIEL W. CORY, SURVEYOR, LLC.

Filing Information

Document Number	L10000127261
FEI/EIN Number	27-4292131
Date Filed	12/10/2010
State	FL
Status	ACTIVE

Principal Address

300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

Mailing Address

300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

Registered Agent Name & Address

CORY, JEFFREY W
300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

Authorized Person(s) Detail

Name & Address

Title MANAGING MEMBER

CORY, JEFFREY W
300 CANAL STREET
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2019	03/25/2019
2020	05/19/2020
2021	02/02/2021

RMPK FUNDING CERTIFICATION

Sunbiz.org DIVISION of CORPORATIONS
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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List rmpk funding Search

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
RMPK FUNDING, INC.

Filing Information

Document Number	P02000062643
FEI/EIN Number	02-0609342
Date Filed	06/06/2002
State	FL
Status	ACTIVE

Principal Address

601 Heritage Dr.
#402
JUPITER, FL 33458

Changed: 01/12/2015

Mailing Address

601 Heritage Dr.
#402
JUPITER, FL 33458

Changed: 01/12/2015

Registered Agent Name & Address

RUSKAY, RYAN A
601 Heritage Dr.
#402
JUPITER, FL 33458

Address Changed: 01/12/2015

Officer/Director Detail

Name & Address

Title P

RUSKAY, RYAN A
601 Heritage Dr.
#402
JUPITER, FL 33458

Annual Reports

Report Year	Filed Date
2020	02/06/2020
2021	02/02/2021
2022	01/04/2022

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC. CERTIFICATION

State of Florida
Department of State

I certify from the records of this office that SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC. is a corporation organized under the laws of the State of Florida, filed on October 11, 1993, effective October 4, 1993.

The document number of this corporation is P93000072718.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 4, 2022, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2022

Secretary of State

Tracking Number: 4621651363CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2 EXPERIENCE AND QUALIFICATIONS



ORGANIZATIONAL CHART

Project Manager



GARY KRANSTON, RA, LEED AP
Vice President of Architecture / Project Manager (PM)

Civil Engineering



MOLLY deVIVERO, PE
Senior VP / Task Work Order PM

DANIELLE VAN DE LOO, PE
Civil Engineer

CARLOS REXACH, PE
Civil Engineer

Architecture

GENE YOUNGDAHL
Senior Architectural Designer

AUSTIN GRANGER, EI LEED AP BD+C
Architect Intern

Structural Engineering



BRENTON DAILY, PE
VP of Structural Engineering

JOSEPH PALEVEDA, PE
Structural Engineer

MEP

SALAS O'BRIEN
KYLE CARTIER, PE
Chief Mechanical Engineer

ADAM LEVINE, PE
Senior Electrical Engineer

ROGER POORE
Senior Plumbing & Fire Protection Designer

Grant Applications

RMPK Funding
RYAN A. RUSKAY
President

Historical Preservation

SEARCH
MIKEL TRAVISANO, MS
Architectural Historian, Principal Investigator

Survey

MG VERA AND ASSOCIATES
MANUEL G. VERA, JR., PSM
Principal-in-Charge / Chief Surveyor & Mapper

MARK R. SOWERS, PSM
SUE Director / SUR Chief Surveyor

DANIEL W. CORY SURVEYOR
DANIEL W. CORY
JEFFREY W. CORY

Cost Estimating

Blue Cord
JOHN HOIBRATEN, JR., LEED AP, President

Interior Design

RAMSKI & COMPANY
DOUG BROWN, NCDIQ
Director of Design

MARKETA HOLLINGSWORTH, NCIDQ Interior Designer

Geotechnical Services

NADIC
GODWIN NNADI, Ph.D, PE
CEO, Geotechnical Engineer

Landscape Architecture

Zev Cohen & Associates
JAKE E. STEHR, PLA
Senior Landscape Architect

LEED Compliance

FCM ENGINEERING
FREDERICK MUSCATELLO, PE, CxA, EMP, LEED AP BD+C
Principal

PROFESSIONAL A&E SERVICES - VARIOUS CITY BUILDINGS

ALTAMONTE SPRINGS, FL







Owner Name:
City of Altamonte Springs

Contact Information:
Steve Falk
Director of Leisure Services
P: 407.571.8733 E: SFalk@altamonte.org

Dates:
2013 - Present; 7 total (2) two year, (1) one year and (4) six month renewals

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Danielle van de Loo, PE, Civil Engineer
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Other Team Members: Salas O'Brien
Project Status: Ongoing

Project Narrative:
As part of **continuing contract with the City of Altamonte Springs,** Bentley provided architecture and engineering services for various city buildings, including the following projects among many others.

- **Westmonte Park Redevelopment:** The redevelopment included a new multipurpose pool, new community center, new pavilion structures and new outdoor bathrooms building. Site improvements include an expanded parking area, new driveways, park sidewalks, tennis courts, pickle-ball courts, basketball courts and bocce courts. An underground stormwater management system was constructed under the parking and under the multipurpose field.
- **Cranes Roost Park Renovation:** Design included new roadway pavers, reconstruction and widening of park sidewalks, and installation of pavers throughout the Eddie Rose Amphitheater as well as the complete replacement of one of the two boardwalks spanning the Cranes Roost lake and the partial replacement of the other. A floating stage was rehabilitated as part of the project to include a new green room and bathroom facilities within the floating stage.

A&E SERVICES FOR VERTICAL CONSTRUCTION PROJECTS

VOLUSIA COUNTY, FL





Client Name:
County of Volusia

Contact Information:
Laura Laser, AIA
Senior Architect, Volusia County
P: 386.736.5967 x 12323
E: llasser@volusia.org

Dates:
2015 - 2020; (2) two renewals for (1) one year each

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Danielle van de Loo, PE, Civil Engineer
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Project Status: Completed

Project Narrative:
The following projects are samples of our work under our **continuing contract:**

» **City Island Library:** Bentley provided an assessment of flood control measures for the City Island Library. The project included an assessment of the existing building envelope for anticipated future flood damage threat and potential mitigation methods to reduce the flood threat. Bentley coordinated the work with a marine engineering consultant and various manufacturers for passive flood control assemblies that could remain in place. Following the assessment, Bentley prepared construction documents for replacing the Library's existing doors with permanent glass flood barriers and pedestrian flood doors to minimize water intrusion into the building during flood events.

» **Spruce Creek Water Treatment Plant Reroof:** Bentley worked closely with Volusia County Engineering and Construction to replace an asphalt shingle roof at the end of its useful life on the water treatment plant. The design included new asphalt shingles, fascia, gutters, downspouts and splash blocks. The project faced material challenges and was completed during Covid-19 material shortages in 2021.

SUNTRAX VEHICLE TEST FACILITY - PHASES 1 & 2

POLK COUNTY, FL





Client Name:
Florida's Turnpike Enterprise (FTE)

Contact Information:
Florida's Turnpike Enterprise (FTE)
Josh Pedersen, Design Project Manager
Todd Kelly, Construction Project Manager
P: 407.264.3438; 407.264.3370
E: todd.kelly@dot.state.fl.us

Dates:
2019 - Present

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Other Team Members: Salas O'Brien, Ramski & Company

Project Status: Under Construction

Project Narrative:

As part of a **continuing contract with Florida's Turnpike Enterprise**, Bentley served as the Architect and Engineer of Record for several new buildings that are part of the SunTrax Test Facility, a large-scale, cutting edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. SunTrax includes a 2.25-mile oval track on a 400-acre site in Polk County designed to support high-speed testing of toll technologies, with multiple lanes and parallel tolled express lanes similar to those being constructed on many current highway widening projects throughout the state.

Phase 1 included Administrative and Warehouse facilities, sitework and toll equipment buildings.

For Phase 2, we served as part of Jacobs' design team to develop the 200-acre infield of the track which is expected to become a hub for automated and connected vehicle testing. Bentley's scope for Phase 2 includes continued partnership with FTE and Florida Polytechnic University as the the Architect and Engineer of record for the maintenance building, central utilities plant, workshops A & B, 8 vehicle support structures and guardhouse.

Slated to be complete by Spring 2022, SunTrax's 200-acre infield will feature various segmented testing environments to aid in the study of tolling technology, intelligent transportation systems and autonomous vehicles.

GAINESVILLE FIRE STATION NO. 1

GAINESVILLE, FL











Client Name:
City of Gainesville

Contact Information:
JoAnne E. Rice, Retired Deputy Fire Chief
P: 352.514.9718; 850.755.7320
E: jerice@cox.net;
joanne.rice@myfloridacfo.com

Dates:
Completed 2018

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer

Other Team Members: Salas O'Brien, Ramski & Company, FCM Engineering

Project Status: Completed

Project Narrative:
The scope of this project included the design, permitting and construction administration for a **new fire station** for the City of Gainesville. The station includes typical fire station living quarters and operational offices, training room, 5 drive-thru apparatus bays and associated support spaces for laundry, equipment repair and storage functions, and various features to facilitate training. In addition to the fire station operational functions, this facility also serves as administrative **headquarters**, and includes offices for the Fire Chief, Deputy and Assistant Chiefs, fire inspectors and investigator and administrative support personnel, as well as conference and other support spaces. The fire station is a category IV emergency facility designed to resist a 135 MPH ultimate wind speed. Bentley master planned the 1.5 acre urban site that includes on-site stormwater retainage. Salas O'Brien designed the back-up generator with on-board fuel storage and automatic start. Ramski & Company designed the interior spaces. **Firehouse awarded the project the Career 1 Notable Award.**

FIREHOUSE SDA Station Design Awards

CASSELBERRY PUBLIC WORKS FACILITY

CASSELBERRY, FL





Client Name:
City of Casselberry

Contact Information:
Mark D. Gisclar
Public Works Director
P: 407.262.7725 x 1234
E: mgisclar@casselberry.org

Dates:
2019 - Present

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer

Other Team Members: Salas O'Brien

Project Status: Under Construction

Project Narrative:
The Project consists of the phased demolition and renovation of the City's existing Public Works Facility to include a new Administration/Workshop Building, a Fleet Maintenance Building, a Chemical Storage Building and Covered Equipment Parking. In addition, the site will be developed to include new paved parking areas and driveways, emergency generator, dumpster enclosure, perimeter fence with sliding gate, and all necessary site and building utilities and infrastructure. Work also includes replacing the existing radio antenna and re-locating the existing 11,000 gallon above ground fuel tank and pumps.

This CMAR project included the conceptualization, planning, design and construction administration. The new facilities were constructed on the City's existing public works facility site and constant coordination between the City and the contractor was critical to ensure all construction activities did not impact the operations of the existing site. The project included a 33,000 SF Administration Building and a 16,000 SF Fleet Maintenance Building, both of which were designed as concrete tilt wall structures. Additionally, there was a covered parking area, retaining wall and relocation of the existing refueling facility.

37 YEARS AND COUNTING

Bentley's knowledge and experience with municipalities and continuing contracts are extensive and relevant. Bentley is currently celebrating 37 years of business in Florida and has been known as Bentley Architects + Engineers, Inc. since 1991. We were rooted in quality from the very beginning when founded by William C. Bentley, PE in 1984 with the first office located in Orlando, Florida. The firm, known then as Bentley Engineering, Inc., focused on structural engineering but quickly found that by adding civil engineering services, Bentley could better facilitate the engineering process for clients, something that earned his company high praise. After nearly a year of providing exclusively engineering services, Bill responded to clients' requests to add architectural services.

Looking to branch out into the public sector, in 1988, Bentley was awarded its first public project by the Florida Department of Transportation and completed the design of four rest area renovations. This started a new project niche for the Company, and Bentley began specializing in transportation and other public type facilities, including community centers, education facilities, fire stations, law enforcement facilities, maintenance/operations facilities and administrative buildings.

In 1999, Bentley further expanded its involvement in the public sector with the award of a continuing contract for Seminole County. Since then, Bentley has worked with a variety of municipalities on continuing contracts, completing various design projects, such as the Westmonte Park Redevelopment and Cranes Roost Improvements with the City of Altamonte Springs and the City Island Library and Spruce Creek Water Treatment Plant Reroof with Volusia County.

Bentley In-House Services

ARCHITECTURE Our architectural department is dedicated to providing individualized solutions and high quality design services. As exemplified by our varied project portfolio, our team enjoys the opportunity to develop fresh designs that fit the needs and goals of our clients.

BENTLEY SERVICES INCLUDE

Architectural Design
Structural Engineering
Civil Engineering
Transportation Engineering
Permitting
Master Planning
Prototype Design
Space Planning
Construction Administration







City of Altamonte Springs - Westmonte Park Redevelopment and Cranes Roost Improvements
Volusia County - Spruce Creek WTP Reroof

2 EXPERIENCE AND QUALIFICATIONS

STRUCTURAL ENGINEERING The structural staff at Bentley strives to stay on the cutting edge of building materials and methods to offer a full range of design options for our clients. We work with virtually every building material available, from masonry to concrete, steel to aluminum, wood to composites.

CIVIL ENGINEERING Bentley's combination of design skills and extensive construction experience allows us to provide solutions to the most complex Civil Engineering projects. Our team is abreast of the latest design and industry standards and produces accurate, reliable, innovative and cost-effective engineering services for a wide variety of projects.

TRANSPORTATION Bentley's Transportation team provides new roadway engineering and design services as well as widening, resurfacing, restoration, rehabilitation and safety improvement engineering.



Over the course of 37 years, Bentley's in-house services have expanded to provide a robust professional team for specialty projects, offering streamlined design and ingenuity.



FIRM CAPABILITIES

Founded in 1984, Bentley sought to meet clients' needs by offering a variety of services in-house, resulting in streamlined communication and a cohesive design process from start to finish. These services have led to the successful design of many municipal projects on a continuing basis.

ARCHITECTURE



- Project Planning and Scheduling
- Needs Assessment and Planning
- Space Programming
- AutoCAD
- BIM Modeling/Rendering
- New Facility Design
- Sustainable Design
- Renovation and Rehabilitation
- Conceptual Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding and Negotation
- Construction Phase Services
- Post-Construction Services

STRUCTURAL ENGINEERING



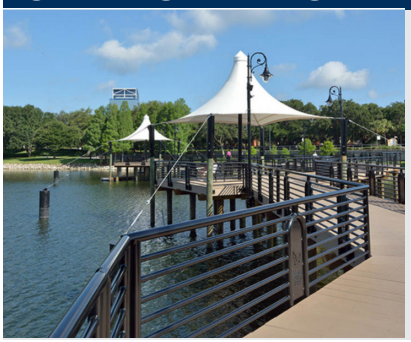
- Aluminum Design
- Concrete Design
- Advanced Structural Analysis
- Steel Design
- Bridge Design
- Misc. Structures Design
- Wood Structure Design
- Tilt Wall Design
- Retaining Wall Design
- Forensic Investigation

ROADWAY ENGINEERING



- Cost Estimating
- Traffic Control Plan Preparation
- NPDES Permitting
- Signing and Pavement Marking
- Roadway Alignment
- Plan Preparation
- Stormwater Management Design
- Certified SWPP Inspectors
- Pavement Design
- Drainage Analysis & Design
- Construction Administration
- Utility Coordination and Adjustment

CIVIL ENGINEERING



- Site Analysis and Preliminary Engineering Report Preparation
- Sustainable Site Design
- Lift Station Design and Permitting
- Stormwater Pollution Prevention Plan Preparation and Inspection
- Construction Administration
- Agency Development and Construction Plan Permitting
- Utility Main and Service Design
- Master Planning, Design and Engineering
- Stormwater Management Design and Permitting
- ICPR3, POND 3.2, Hydraflow, Land Desktop, Microstation/ Geopak

SIZE AND STAFFING

The successful completion of any project depends upon the experience and capabilities of the personnel assigned to the project. We have developed a team with unequaled experience in municipal buildings and parks and recreation. Together, we bring specific architectural and engineering knowledge in the latest park and community center design, including innovative trends, programming, permitting, bidding and construction administration - critical elements to any project for the City of New Smyrna Beach.

BENTLEY PERSONNEL

Employee Name	Title	Status of Employment
Bill Bentley, PE, LEED AP	Principal-in-Charge/Lead Structural Engineer	Full-Time
Brenton Daily, PE	Vice President, Structural Engineering	Full-Time
Joey Paleveda, PE	Structural Engineer	Full-Time
Guro Rambjoer, EI	Structural Engineer Intern	Full-Time
Ethan Olivero, EI	Structural Engineer Intern	Full-Time
Gary Kranston, AIA, LEED AP	Vice President of Architecture	Full-Time
Molly deVivero, PE	Senior Vice President	Full-Time
Gene Youngdahl	Chief Architectural Designer	Full-Time
Austin Granger	Architect Intern	Full-Time
Mai Lynn Strickland	Architect Intern	Full-Time
Danielle Van De Loo, PE	Civil Engineer	Full-Time
Carlos Rexach, PE	Civil Engineer	Full-Time
Prajwol Sharma, EI	Civil Engineer Intern	Full-Time
Matthew Conti, EI	Civil Engineer Intern	Full-Time
Brandon Bentley, PE.	Vice President, Roadway	Full-Time
Brian Kennedy, PE	Roadway Engineer	Full-Time
Hezekiah Shipman, PE	Roadway Engineer	Full-Time
David Rutner, EI	Roadway Engineer Intern	Full-Time
Shelby Daidone	Marketing Coordinator	Full-Time
Kendall Hall	Marketing Coordinator	Full-Time
Cynthia Fuoco	Controller	Full-Time

GARY KRANSTON, RA, LEED AP

VICE PRESIDENT OF ARCHITECTURE



EDUCATION

Master of Arts in Architecture
Bachelor of Design
University of Florida

REGISTRATIONS

Registered Architect, Florida
No. 11541 (11/18/1986)

CERTIFICATIONS

LEED Accredited Professional

YEARS WITH BENTLEY

31

YEARS OF EXPERIENCE WITH OTHER FIRMS

12

CORE STRENGTHS

- Over 40 Years of Experience
- Public Works Facility Design Experience
- CM at Risk Delivery Experience

QUALIFICATIONS

Gary is a Vice President with the firm and manages the Architecture Department of Bentley. Gary has 40 years of professional experience in architectural programming, planning, design and construction administration and strives to provide clients with appealing design solutions that are durable and cost-effective. He is the lead Architect in the project design and construction documents development process. Gary's portfolio includes rest areas, fire stations, park facilities, warehouses and fleet facilities. He has also served as LEED administrator for numerous projects.

RELEVANT PROJECT EXPERIENCE

Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Project Manager.* Architectural Project Manager for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreational facilities. Projects issued under this contract include:

Westmonte Park Redevelopment-Architectural. *Project Architect.* Project Architect responsible for the design and preparation of construction documents for the redevelopment of Westmonte Park. Redevelopment of the community park includes a new multipurpose pool, new community center, new pavilion structures and new outdoor bathrooms building. Site improvements include an expanded parking area, new driveways, park sidewalks, tennis courts, pickle-ball courts, basketball courts and bocce courts. An underground stormwater management system will be constructed under the parking and under the multipurpose field.

Cranes Roost Park Renovation-Architectural. *Project Manager.* Project Manager responsible for the design and preparation of construction documents for the reconstruction of Cranes Roost Park. Bentley's scope included the reconstruction of Cranes Roost Blvd. with new roadway pavers, reconstruction and widening of park sidewalks, and installation of pavers throughout the Eddie Rose Amphitheater. Reconstruction design also included the complete replacement of one of the two boardwalks spanning the Cranes Roost lake and the partial replacement of the other. A floating stage was rehabilitated as part of the project to include a new green room and bathroom facilities within the floating stage.

GARY KRANSTON, RA, LEED AP

VICE PRESIDENT OF ARCHITECTURE

Eastmonte Park Concessions Building- Architectural. *Project Manager*. A new building was designed and constructed on the same pad and includes the following functions: offices, concession area and concession storage; supply storage, men and women's restrooms, family restroom and mechanical/janitor rooms. Civil Engineering included new utility services, flood plain compensating storage and master planning for future redevelopment of the park.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Project Manager*. Project Manager for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the County's facilities. A sampling of projects issued under this contract include the following:

City Island Library. *Project Manager*. Bentley provided an assessment of flood control measures for the City Island Library. The project included an assessment of the existing building envelope for anticipated future flood damage threat and potential mitigation methods to reduce the flood threat. Bentley coordinated the work with a marine engineering consultant and various manufacturers for passive flood control assemblies that could remain in place. Following the assessment, Bentley prepared construction documents for replacing the Library's existing doors with permanent glass flood barriers and pedestrian flood doors to minimize water intrusion into the building during flood events.

Spruce Creek Water Treatment Plant Reroof. *Project Manager*. Bentley worked closely with Volusia County Engineering and Construction to replace an asphalt shingle roof at the end of its useful life on the water treatment plant. The design included new asphalt shingles, fascia, gutters, downspouts and splash blocks. The project faced material challenges and was completed during Covid-19 material shortages in 2021.

SunTrax Test Facility Phases 1 & 2. *Architect of Record*. Bentley is the Architect and Engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping/receiving/warehouse/shop; shared services building; guardhouse and several remote services buildings.

Gainesville Fire Station No. 1, Gainesville, Florida. *Project Manager and Architect of Record.* The scope of this project included the design, permitting and construction administration for a new fire station for the City of Gainesville. the station includes typical fire station living quarters and operational offices, training room, 5 drive-thru apparatus bays, and associated support spaces for laundry, equipment repair and storage functions and various features to facilitate training. In addition to the fire station operational functions, this facility also serves as administrative headquarters and includes offices for the fire chief, deputy and assistant chiefs, fire inspectors and investigator and administrative support personnel as well as conference and other support spaces.

Public Works Facility, Casselberry, Florida. *Project Manager and Architect of Record. CM at Risk Delivery.* Project Manager and Architect of Record for the City's new Public Works Complex which is being reconstructed on the existing Public Works Site.

GENE YOUNGDAHL

CHIEF DESIGNER



EDUCATION
Bachelor of Architecture
North Dakota State University

B.S. Environmental Design
North Dakota State University

REGISTRATIONS
Not Applicable

YEARS WITH BENTLEY
4

YEARS OF EXPERIENCE WITH OTHER FIRMS
25

CORE STRENGTHS
- FDOT Facility Design
- FDOT Technical Specification Preparation
- FTE Tolling Design

QUALIFICATIONS
Gene is a Chief Designer at Bentley. His role includes schematic design, construction documents, interior space planning, specifications and construction administration services.

RELEVANT PROJECT EXPERIENCE
Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Chief Designer*. Chief Designer for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreation facilities. Gene worked on the Westmonte Park Redevelopment, Water Treatment Plant AC Assessment, Fleet Fuel Tank Replacement, Eastmonte Park Restrooms/Office and Public Service Building Chiller Replacement projects.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Chief Designer*. Chief Designer for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the County's facilities. Gene worked on the Halifax Water Treatment Plant (WTP) Reroof, Spruce Creek WTP Reroof, Sheriff's Office Hangar Door Replacement, Facilities Parking Canopy and Ocean City Center Cant Review among various others.

SunTrax Test Facility Infield Design, Florida's Turnpike Enterprise. *Chief Designer*. Bentley is the architect and engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development, and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping and receiving warehouse/shop; shared services building; guardhouse and several remote services buildings.

Public Works Facility, Casselberry, Florida. *Chief Designer*. ***CM at Risk Delivery.*** Chief Designer for the City's new Public Works Complex which is being reconstructed on the existing Public Works Site.

Stormwater Park Restroom Pavillion, City of Ovoiedo, Florida. *Chief Designer*. Bentley is currently providing architectural and related engineering design for a new restroom pavilion at the City's Stormwater Park.

AUSTIN GRANGER, EI, LEED AP BD+C

ARCHITECT INTERN



EDUCATION

B.S. Architectural Engineering
Missouri University of Science & Technology

B.S. Drafting & Design
University of Central Missouri

REGISTRATIONS

AIA Architectural Experience Program (AXP), Florida
No. 838575 (01/30/2017)

YEARS WITH BENTLEY

3

YEARS OF EXPERIENCE WITH OTHER FIRMS

2

CORE STRENGTHS

- LEED Design
- Autodesk AutoCAD
- Autodesk Revit
- Space Planning
- Rendering Graphics
- Construction Plan Preparation
- Construction Administration

QUALIFICATIONS

Austin is an Architectural Intern at Bentley. His role includes schematic design, construction documents, interior space planning, specification preparation and construction administration services. He also specializes in visualization, utilizing building information modeling for exterior and interior renderings of projects.

RELEVANT PROJECT EXPERIENCE

Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Architect Intern.* Architect Intern for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreation facilities. Austin has worked on the Eastmonte Park Rangers Office Field 7 Improvements project for the City.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Architect Intern.* Architect Intern for a continuing AE contract with Volusia County. Bentley has provided architectural design, civil engineering and structural engineering for the County's facilities. Austin has worked on the Halifax Water Treatment Plant (WTP) Reroof, Spruce Creek WTP Reroof, Sheriff's Office Hangar Door Replacement, Facilities Parking Canopy and Ocean City Center Cant Review projects.

SunTrax Test Facility Phases 1 & 2. *Architect Intern.* Bentley is the Architect and Engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping and receiving warehouse/shop; shared services building; guardhouse and several remote services buildings.

Public Works Facility, Casselberry, Florida. *Architect Intern*. ***CM at Risk Delivery.*** Architect Intern for the City's new Public Works Complex which is being reconstructed on the existing Public Works Site.

Oviedo Water Reclamation Facility Operations Building Improvements, Oviedo, FL. *Architect Intern.* Bentley provided architectural design for building improvements, including enclosing the open covered portion of the building to create an additional restroom, a conference room and two additional offices.

MOLLY DEVIVERO, PE

SR. VICE PRESIDENT



EDUCATION

B.S. Civil Engineering
University of Central Florida
B.S. Geography
University of Georgia

REGISTRATIONS

Professional Engineer, Florida
No. 64860 (07/21/2006)

CERTIFICATIONS

Advanced Maintenance of Traffic
FDEP Qualified Stormwater Management Inspector No. 16444

YEARS WITH BENTLEY

32

YEARS OF EXPERIENCE WITH OTHER FIRMS

4

CORE STRENGTHS

- Project Management
- Sub-consultant Coordination
- Due Diligence Reports
- Project Scheduling
- Stormwater and Drainage Design
- Utility Design and Coordination
- Site Layout/Design
- Roadway Design
- Agency Permitting
- Technical Reports and Memoranda
- Construction Plan Preparation
- Cost Estimating
- Construction Administration

QUALIFICATIONS

Molly is a registered Florida Professional Engineer with 36 years of design, permitting, construction administration and project management experience. Molly is a Project Manager responsible for design and management of civil engineering projects. During her career, she has managed numerous projects from proposal stage to final certification, including municipal, Department of Transportation facilities, schools, parks, trails and commercial facilities. Molly's specialties include project management, site/civil engineering, toll facility design, stormwater management design, drainage design, utility design, utility coordination, environmental permitting and erosion control design, including environmental permitting through U.S. Army Corps of Engineers (USACE), Water Management Districts (WMD), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT) and numerous local agencies.

RELEVANT PROJECT EXPERIENCE

Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Task Work Order Project Manager.* Architectural Project Manager for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreational facilities. Projects issued under this contract include:

Westmonte Park Redevelopment. *Project Manager* Project Manager responsible for the design, preparation of construction documents, quality assurance, post design construction administration and project closeout for the complete redevelopment of Westmonte Park. Redevelopment of the community park included a new multipurpose pool, new community center, new pavilion structures and new outdoor bathrooms building. Site improvements include an expanded and zoned parking facility, park sidewalks, tennis courts, pickle-ball courts, basketball courts, bocce courts and playground. An underground stormwater management system was constructed under the parking and under the multipurpose field to maximize the land use.

Eastmonte Park Concessions Building. *Engineer of Record.* Responsible for the civil engineering design, plans preparation, permit administration, post design site construction administration and project closeout for a new park office, restroom and concession building. The civil engineering design included new utility services, utility main extensions, grading and drainage, erosion control, flood plain compensating storage and master planning for future redevelopment of the park.

MOLLY DEVIVERO, PE

SR. VICE PRESIDENT

Eastmonte Park Training Center Improvements *Project Manager/Engineer of Record.* Project Manager and engineer of record responsible for the design, preparation of construction documents, quality assurance, post design construction administration and project closeout for improvements to Ball Fields #1, #2 and #5. The improvement included synthetic turf installation for ball fields #1 and #2, new press box and new field netting.

Cranes Roost Park Roadway and Pedestrian Improvements, City of Altamonte Springs, Florida. *Project Manager.* Engineer of record for design and preparation of construction documents. Bentley's scope included the reconstruction of Cranes Roost Blvd. with new roadway pavers, reconstruction and widening of park sidewalks, and installation of pavers throughout the Eddie Rose Amphitheater. Reconstruction design also included the complete replacement of one of the two boardwalks spanning the Cranes Roost Lake and the partial replacement of the other. A floating stage was rehabilitated as part of the project to include a new green room and bathroom facilities within the floating stage. New water fountains and benches were installed throughout the park.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects. *Task Work Order Project Manager.* Engineer of Record for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the County's facilities. A sampling of projects issued under this contract include the following:

Volusia County Courthouse Annex, Ramp Renovation, Daytona Beach, FL. *Task Work Order Project Manager.* Bentley worked closely with Volusia County to renovate the Courthouse Annex access ramp. This was done to ease the access into the courthouse by replacing the existing stairs with a ramp. The project included design, structural calculations, plans production and quality control for all elements on the project.

Winter Springs Continuing Professional Engineering Services. *Contract Administrator and Task Work Oder Project Manager.* Responsibilities include providing task work order project management, conceptual design, design development, Quality Assurance, engineering cost estimating, permit administration and post design construction administration on a variety of professional services, including general civil engineering design for the City's projects.

Edgewater Continuing Professional Engineering Services. *Contract Administrator and Task Work Order Project Manager.* Responsibilities include providing task work order project management, conceptual design, design development, Quality Assurance, engineering cost estimating, permit administration and post design construction administration on a variety of professional services, including general civil engineering design for the City's projects.

Natural Lands Enhancements, Seminole County, FL. *Civil Engineer.* Bentley provided civil, structural and architectural design services for enhancements to Black Bear, Lake Harney, and Geneva Wilderness Areas for Seminole County. The improvements included ADA boardwalks, a fishing pier, overlook and a 1,700SF educational pavilion with restrooms and seating for 50 students.

SunTrax Test Facility Phases 1 and 2, Florida's Turnpike Enterprise, Polk County, Florida. *Project Manager and Civil Engineer of Record.* Civil engineering scope of services included utility main design, plans preparation and permitting; drainage conveyance system design; passenger and test vehicle parking, storage, refueling and maintenance facilities; and toll test facilities. As one of Bentley's Project Managers and one of the Civil Engineers of Record, Molly provided design, design supervision and quality assurance review for the plans preparation. Phase 2 encompasses the design of several sites and buildings that include a shipping/receiving/warehouse/shop; shared services building; guardhouse and several remote services Buildings.

Casselberry Public Works Facility, Casselberry, Florida. *Civil Engineer of Record. Quality Assurance Reviewer. Quality assurance reviewer* for the City's new Public Works Complex which is being reconstructed on the existing Public Works Site.

BENTLEY

DANIELLE VAN DE LOO, PE

ENGINEER 2



EDUCATION
B.S. Civil Engineering
University of Central Florida

REGISTRATIONS
Professional Engineer, Florida
No. 74676 (06/08/2012)
FSESCI Inspector
No. 33534 (08/25/2015)

YEARS WITH BENTLEY
5

YEARS OF EXPERIENCE WITH OTHER FIRMS
10

CORE STRENGTHS
- Project Management
- Legal Coordination
- Sub-consultant Coordination
- Due Diligence Reports
- Project Scheduling
- Master Drainage Design
- Master Utility Design
- Site Layout/Design
- Roadway Design
- Technical Writing
- Agency Permitting
- Utility Coordination
- Construction Plan Preparation
- Cost Estimating
- Construction Administration

QUALIFICATIONS
Danielle complements the Bentley Engineering Department with more than 15 years of experience in the field of Civil Engineering. Her work experience includes project management, infrastructure design, technical notebook preparation, construction plan preparation and agency permitting for commercial, industrial, and residential projects ranging from ½ acre to 2,000+ acres in size. This includes client, planning, legal, agency, subconsultant and contractor coordination from land selection to project construction closeout. Danielle has effectively managed, designed and closed out more than 20 projects in the last 5 years across Central Florida.

Danielle is proficient in producing both master and site-specific stormwater management designs that include water quality calculations, pollutant loading calculations, water quantity (attenuation) calculations, recovery calculations, dewatering calculations, floodplain establishment, floodplain encroachment and compensating storage calculations, cut/fill calculations, environmental coordination (wetlands & protected species), mass grading plans, construction plans, and stormwater pollution prevention plans.

Danielle is proficient in producing both master and site-specific utility designs that include demand calculations, fire flow calculations, irrigation calculations, lift station calculations, pump selection, project specific utility sizing and layout, agency master sizing coordination for transmission mains greater than 20-inches, dry utility design layout coordination, and construction plans.

RELEVANT PROJECT EXPERIENCE
Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Civil Engineer.* Civil Engineer for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreation facilities. Danielle is working on the Eastmonte Park Field 7 and Restroom Revisions project.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Civil Engineer.* Civil Engineer for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the County's facilities. Danielle has been involved with the Annex Building Site Modifications in New Smyrna Beach, Facilities Parking Canopy, Fire Station 13 and Animal Services projects.

Public Works Facility, Casselberry, Florida. *Civil Engineer. CM at Risk Delivery.* Civil Engineer for the City's new Public Works Complex which is

CARLOS REXACH, PE

ENGINEER 2



EDUCATION

M.S. Civil Engineering
Polytechnic University of Puerto Rico
B.S. Civil Engineering
University of Connecticut

REGISTRATIONS

Professional Engineer, Florida
No. 79700 (05/26/2015)

CERTIFICATIONS

FDEP Qualified Stormwater Management Inspector No. 47405

YEARS WITH BENTLEY

7

YEARS OF EXPERIENCE WITH OTHER FIRMS

8

CORE STRENGTHS

- Sub-consultant Coordination
- Project Scheduling
- Stormwater and Drainage Design
- Utility Design and Coordination
- Site Layout/Design
- Roadway Design
- Agency Permitting
- Technical Reports and Memoranda
- Construction Plan Preparation
- Cost Estimating
- CM at Risk Delivery Method Experience

QUALIFICATIONS

Carlos is a registered Florida Professional Engineer with 15 years of design and permitting experience in Florida and Puerto Rico. His work experience includes land development design, toll facility design, roadway design, stormwater management design, drainage design, utility design, technical report preparation, construction documents preparation, erosion control design and agency permitting for public, commercial, industrial and residential projects.

Carlos has prepared numerous utility system design calculations for water demands, wastewater discharges, fire flows, lift stations. Carlos has also designed and prepared master planning and construction documents for private and public water and sewer systems.

Carlos is proficient in stormwater management designs that include water attenuation, recovery, and pollutant loading calculations. He has prepared floodplain establishment, floodplain encroachments, and compensation storage calculations. Carlos has also prepared mass grading plans, cut/fill calculations, construction plans and stormwater pollution prevention plans.

RELEVANT PROJECT EXPERIENCE

Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Civil Engineer.* Civil Engineer for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreation facilities. Carlos worked on various projects associated with this contract, including Westmonte Park Redevelopment, Cranes Roost Park Roadway and Pedestrian Improvements and Eastmonte Park Training Center.

SunTrax Test Facility Phases 1 & 2. *Civil Engineer* Bentley is the Architect and Engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping / receiving / warehouse / shop; shared services building; guardhouse and several remote services buildings.

Gainesville Fire Station No. 1, Gainesville, Florida. *Civil Engineer.* The scope of this project included the design, permitting and construction administration for a new fire station for the City of Gainesville. The station includes typical fire station living quarters and operational offices, training room, 5 drive-thru apparatus bays and associated support spaces.

Public **Works Facility, Casselberry, Florida.** *Civil Engineer.* *CM at Risk Delivery.* Civil Engineer for the City's new Public Works Complex which is being reconstructed on the existing Public Works site.

BENTLEY

BRENTON DAILY, PE

VICE PRESIDENT OF STRUCTURAL ENGINEERING / PROJECT MANAGER



EDUCATION
B.S. Civil Engineering
University of Cincinnati

REGISTRATIONS
Professional Engineer, Florida
No. 81028 (05/03/2016)

Professional Engineer, Pennsylvania
No. PE082262 (06/12/2014)

YEARS WITH BENTLEY
6

YEARS OF EXPERIENCE WITH OTHER FIRMS
8

CORE STRENGTHS
- 14 years of structural design experience
- Project Management
- Scheduling
- Construction Administration
- QA/QC
- Miscellaneous Structures Design
- Bridge Design
- Facility Design

QUALIFICATIONS
Brenton complements the Bentley Structural Department with 14 years of experience in the field of Structural Engineering and Project Management. Brenton's responsibilities as Structural Engineer include progressions of projects from preliminary design final design, construction administration and quality control. Brenton's work experience includes designs for commercial buildings, industrial facilities, municipalities and various transportation agencies, including Florida's Turnpike Enterprise, Florida Department of Transportation and Pennsylvania Department of Transportation. Brenton also has bridge design experience, ranging from small simple box culvert structures to long span complex steel and concrete structures, along with several years of commercial and industrial projects. His experience has given him the opportunity to work with several different foundation types ranging from spread footings to drilled shafts to driven H-piles.

RELEVANT PROJECT EXPERIENCE
Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Structural Engineer.* Structural Engineer for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreational facilities. A sampling of projects issued under this contract include the following:

Westmonte Park Redevelopment, Altamonte Springs, FL. *Structural Engineer.* The intent of this project was for Bentley to provide the design and preparation of construction documents for the redevelopment of Westmonte Park. Redevelopment of the community park included a new multipurpose pool, new community center, new pavilion structures and new outdoor bathrooms building. Site improvements include an expanded parking area, new driveways, park sidewalks, tennis courts, pickle-ball courts, basketball courts and bocce courts. The project included an underground stormwater management system to be constructed under the parking and under the multipurpose field. Brenton served as Structural Engineer of Record for all vertical structures, retaining walls, miscellaneous structures and special foundation designs where needed to avoid conflicts.

Cranes Roost Park Improvements, City of Altamonte Springs, FL. *Structural Quality Reviewer. CM at Risk Delivery.* Structural Engineer quality review of the design and detailing of improvements to the boardwalks overlooks and floating stage at Cranes Roost Park. Bentley's scope of services includes Boardwalk Deck Replacement; Joist Repair/Replacement; Beam Repair/Replacement; Pile Rehabilitation for West Boardwalk and East Overlook and Handrail Replacement.

BRENTON DAILY, PE

VICE PRESIDENT OF STRUCTURAL ENGINEERING / PROJECT MANAGER

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Structural Engineer.* Structural Engineer for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the County's facilities. A sampling of projects issued under this contract include the following:

Volusia County Sherriff's Office, Hangar Door Replacement, Debary, FL. *Structural Engineer and Project Manager.* Bentley worked closely with Volusia County and the Sherriff's Office to replace the existing doors at the Sherriff's Hangar as the existing doors were difficult to work with and not inducive to an emergency facility. Bentley coordinated with different vendors to determine the best door for the county and prepared construction documents for the work.

Volusia County Courthouse Annex, Ramp Renovation, Daytona Beach, FL. *Structural Engineer of Record.* Bentley worked closely with Volusia County to renovate the Courthouse Annex access ramp. This was done to ease the access into the courthouse by replacing the existing stairs with a ramp. The project included design, structural calculations, plans production and quality control for all elements on the project.

Volusia County Sheriff's Office, Stair Replacement, Daytona Beach, FL. *Structural Engineer of Record.* Bentley worked closely with Volusia County to design and replace the existing metal stairs at the rear of the multilevel building. Existing stairs were in poor condition and needed to be replaced for the safety of all the employees working in the building. The design includes new stairs and guardrails, handrails, new canopy roof and concrete repairs. The project included design, structural calculations, plans production and quality control for all elements on the project.

SunTrax Test Facility Phases 1 & 2 (Continuing Contract). *Structural Engineer.* Bentley is the Architect and Engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development, and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping/receiving/warehouse/shop; shared services building; guardhouse and several remote services buildings.

Gainesville Fire Station No. 1, Gainesville, FL. *Structural Engineer.* The scope of this project included the design, permitting and construction administration of a new fire station for the City of Gainesville. The station includes typical fire station living quarters and operational offices, training room, five drive-thru apparatus bays and associated support spaces for laundry, equipment repair, storage functions and various features to facilitate training. In addition to the fire station operational functions, this facility also serves as administrative headquarters and includes offices for the fire chief, deputy and assistant chiefs, fire inspectors and investigators and administrative support personnel as well as conference and other support spaces. The fire station is a category IV emergency facility designed to resist a 135mph ultimate wind speed. Bentley master planned the 1.5-acre urban site that includes on-site stormwater retainage. Brenton served as the structural EOR for the vertical structures and site retaining walls and miscellaneous structures.

Casselberry Public Works Facility, Casselberry, FL. *Structural Engineer.* This project was to conceptualize, design and provide construction administration for this CMAR project. The new facilities were constructed on the City's existing public works facility, and it was critical to coordinate with the City and the contractor to ensure all existing activities could continue safely during construction. The vertical structures included a 30,000 SF Administrative Building, a 16,000 SF Fleet Maintenance Building, a Pre-Engineered Metal Building covered parking area and a retaining wall. Brenton served as the Structural Engineer of Record for all elements on the project.

JOSEPH PALEVEDA, PE

STRUCTURAL ENGINEER



EDUCATION

M.S. Civil Engineering
University of South Florida

B.S. Civil Engineering
Florida State University

REGISTRATIONS

Professional Engineer, Florida
No. 78542 (01/01/2015)

YEARS WITH BENTLEY

7

YEARS OF EXPERIENCE WITH OTHER FIRMS

5

CORE STRENGTHS

- 12 years of structural design experience
- Public Works Facility design experience
- CM at Risk Delivery Experience

QUALIFICATIONS

Joseph "Joey" Paleveda complements Bentley's Structural Department with 12 years of experience in the field of Structural Engineering. Joey's responsibilities as Structural Engineer include progressions of projects from preliminary design, final design, construction administration and quality control. Joey's work experience includes designs for tolling infrastructure, commercial buildings, industrial facilities, municipalities and transportation agencies, including Florida's Turnpike Enterprise and Florida Department of Transportation. His experience has given him the opportunity to work with several different foundation types ranging from spread footings to drilled shafts to driven H-piles.

RELEVANT PROJECT EXPERIENCE

Altamonte Springs Continuing Architectural/Engineering Services (2013-Present). *Structural Engineer.* Structural Engineer for a continuing AE contract with the City of Altamonte Springs. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities, including parks and recreational facilities. Joey worked on various projects associated with this contract, including Westmonte Park Redevelopment and Cranes Roost Park Improvements.

Volusia County Professional Architectural and Engineering Services for Vertical Construction Projects (2015-2020). *Structural Engineer.* Structural Engineer for a continuing AE contract with Volusia County. Bentley provides architectural design, civil engineering and structural engineering for the City's facilities. Joey worked on various projects associated with this contract, including Courthouse Annex Ramp Renovation and Sheriff's Office Stair Replacement.

SunTrax Test Facility Phases 1 & 2. *Structural Engineer*. Bentley is the Architect and Engineer of record for several new buildings that will be part of the SunTrax Infield. SunTrax is a large-scale, cutting-edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. These buildings include a shipping/receiving/warehouse/shop; shared services building; guardhouse and several remote services buildings.

Gainesville Fire Station No. 1, Gainesville, Florida. *Structural Engineer.* The scope of this project included the design, permitting and construction administration for a new fire station for the City of Gainesville. The station includes typical fire station living quarters and operational offices, training room, 5 drive-thru apparatus bays and associated support spaces.

Public Works Facility, Casselberry, Florida. *Structural Engineer. CM at Risk Delivery.* Project Manager and Architect of Record for the City's new Public Works Complex which is being reconstructed on the existing Public Works Site.

MEET THE REST OF YOUR TEAM

Anticipated frequency of use will be dependent on quantity and scope of task work orders.

SALAS O'BRIEN ENGINEERING, INC.

- **Services:** MEP
- **Firm Location:** Orlando, FL
- **About:** Salas O'Brien has vast experience with mechanical/ electrical design for public safety facilities. Bentley and Salas O'Brien have successfully completed **more than 200 projects** as a team, including Florida's Turnpike Enterprise SunTrax Test Facility and the Casselberry Public Works Complex.

RAMSKI & COMPANY

- **Services:** Interior Design
- **Firm Location:** Orlando, FL
- **About:** Ramski & Company is an **WBE firm** with demonstrated experience providing space planning, interior design and furniture specification for public safety facilities. Ramski completed interior design for Gainesville Fire Station No. 1 and Kissimmee Fire Station No. 11, designed by Bentley. Other notable projects that Bentley and Ramski have worked on as a team include Florida's Turnpike Enterprise SunTrax Test Facility and the Casselberry Public Works Complex.

BLUE CORD PROFESSIONAL SERVICES

- **Services:** Cost Estimating
- **Firm Location:** Orlando, FL
- **About:** A **VBE firm**, Blue Cord is a professional Construction Consulting and Project Management firm that provides superior construction consultancy solutions essential to the success of their clients' projects. Their understanding of technical issues inherent in construction projects allows them to help clients navigate critical and complex issues by providing real-world, cost-effective solutions.

FCM ENGINEERING

- **Services:** LEED Consulting
- **Firm Location:** Maitland, FL
- **About:** A **VBE firm**, FCM Engineering provides consulting services dedicated to sustainable buildings and construction, whether the buildings are new or existing. They have experience with the USGBC's LEED rating system, GBI's Green Globes systems, EPA's Energy Star certification for buildings and the Florida Green Building Coalition's rating system.

NADIC ENGINEERING SERVICES, INC.

- **Services:** Geotechnical Engineering
- **Firm Location:** Orlando, FL
- **About:** Established in 2001, NADIC is **an MBE** and **WBE firm** that has provided client-focused professional services in Geotechnical, Geo-Environmental, Construction Materials Testing and Inspection, Quality Control and Assurance services. They frequently work with municipalities in identifying the most pragmatic solutions at all stages of projects.

ZEV COHEN & ASSOCIATES, INC.

- **Services:** Landscape Architecture
- **Firm Location:** Ormond Beach, FL
- **About:** Zev Cohen has worked in the public sector on a diverse range of assignments. Their Landscape Architecture services include urban design, landscape design, hardscape design, 3D graphics and rendering, concept design and recreation facility design.

M.G. VERA & ASSOCIATES

- **Services:** Survey
- **Firm Location:** Jupiter, FL
- **About:** M.G. Vera & Associates provides a full range of survey sevices. The company has provided design survey and right of way mapping services to the Central and South Florida areas for over 40 years, working with a variety of municipalities, public and private entities. M.G. Vera & Associates is certified as DBE by the FDOT and has worked with us on a District 5 Roadway Continuing Services Contract and various FODT Turnpike service plaza projects.

DANIEL W. CORY SURVEYOR, LLC

- **Services:** Survey
- **Firm Location:** New Smyrna Beach, FL
- **About:** Local to New Smyrna Beach, Daniel W. Cory Surveyor, LLC teamed with Bentley on our past continuing contract with the City. The firm has been in business for over 50 years and has an array of experience in surveying, including As-Built, Boundary, Construction Layout, Control, Hydrographic, Mean High Water Line, Quantity, Record, Specific Purpose and Topographic. They are also adept in preparing Sketch of Descriptions for the purposes of easement description, Sovereign Submerged Land Lease, Public Easements, etc.

RMPK FUNDING

- **Services:** Grant Applications
- **Firm Location:** Jupiter, FL
- **About:** RMPK Funding assists local governments with obtaining funding for a wide range of capital improvement projects.

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC.

- **Services:** Historic Preservation
- **Firm Location:** Orlando, FL
- **About:** SEARCH is an archaeology firm that deploys the full spectrum of cultural heritage services worldwide.



KYLE J. CARTIER, P.E.

PRINCIPAL, CHIEF MECHANICAL ENGINEER – SALAS O'BRIEN FLORIDA

Mr. Cartier has over 29 years of experience with continuing service contracts. He has vast experience with mechanical systems engineering and project management. His experience includes coordination with the architect and owner as well as leading the mechanical and electrical team through the life cycle of continuing service type projects, both large and small.

EDUCATION

B.S. Mechanical Engineering, New Mexico State University 1990

M.S. Engineering Management, University of Central Florida 1995

REGISTRATIONS

Professional Engineer #53269, State of Florida

Also Registered in: TN, NC, SC, GA, NM, KY, AL, TX, IL, VA

WORK HISTORY

Salas O'Brien since 1997

PHONE NUMBER

407-380-0400

EMAIL ADDRESS

kyle.cartier@salasobrien.com

BUSINESS ADDRESS

3501 Quadrangle Suite 100
Orlando, FL 32817

TOTAL YEARS OF EXPERIENCE

29

RELEVANT EXPERIENCE

Utilities Commission New Smyrna Beach (UCNSB) Facility Assessments, New Smyrna Beach, Florida

- This *continuing engineering services* task work order included the facility assessment of twelve (12) facilities owned and operated by UCNSB. Facility types assessed included administrative, pumping, electrical substation, and SCADA monitoring and control type buildings. Assessments included summary and photo documentation of existing equipment, analysis of equipment condition, recommendation of remaining useful life, and opinions of probable construction costs for replacement.

Seminole County Library North Branch ADA Restroom Renovation, Sanford, Florida

- This *continuing services task work* order included the complete renovation of the library's existing Men's and Women's restrooms to bring them into ADA compliance. In addition to all new interior finishes, new lighting, new fire alarm devices, new plumbing fixtures in a new layout configuration to meet ADA clearances, and new ceiling supply and exhaust air devices were specified.

Utilities Commission New Smyrna Beach (UCNSB) Facility Fencing Assessments, New Smyrna Beach, Florida

- This *continuing engineering services* task work order included the assessment of existing protective fencing surrounding UCNSB owned and operated Water pumping stations and well heads, Wastewater lift stations, electric substations, and the Water Reclamation Facility. Approximately ninety (90) locations were surveyed. Assessment included photo documentation of fencing, analysis of condition, recommendation of remaining useful life, and opinions of probable construction costs for replacement.

City of Oviedo Regional Stormwater Park, Oviedo, Florida

- This *continuing services* task work order included a new restroom pavilion with Men's, Women's and janitor storage areas as well as lighted walkways and lighted boardwalks around a new stormwater park in downtown Oviedo. The restroom pavilion connected to an open-air pavilion for public gatherings. Site power was specified from the pavilion building for food truck vendor use for this downtown destination.

SALASO'BRIEN



ADAM S. LEVINE, P.E.

PRINCIPAL, SENIOR ELECTRICAL ENGINEER – SALAS O'BRIEN FLORIDA

Mr. Levine is a Senior Electrical Engineer and Project Manager who provides design and safety engineering for facilities. He has over 16 years of experience in assessments, commissioning of electrical systems, construction management and safety analysis. He has extensive experience in public safety projects including fire stations and public safety projects including fire stations and police facilities.

EDUCATION

B.S. Electrical Engineering, University of Central Florida 2003

REGISTRATIONS

Professional Engineer #77010, State of Florida

WORK HISTORY

Salas O'Brien since 2015

PHONE NUMBER

407-380-0400

EMAIL ADDRESS

adam.levine@salasobrien.com

BUSINESS ADDRESS

3501 Quadrangle Suite 100
Orlando, FL 32817

TOTAL YEARS OF EXPERIENCE

16

RELEVANT EXPERIENCE

Utilities Commission New Smyrna Beach (UCNSB) Facility Assessments, New Smyrna Beach, Florida

- This *continuing engineering services* task work order included the facility assessment of twelve (12) facilities owned and operated by UCNSB. Facility types assessed included administrative, pumping, electrical substation, and SCADA monitoring and control type buildings. Assessments included summary and photo documentation of existing equipment, analysis of equipment condition, recommendation of remaining useful life, and opinions of probable construction costs for replacement.

City of Port St. Lucie Prineville Maintenance Facility and Generator Storage Facility, Port St. Lucie, Florida

- This project included the addition of a new approximately 39,000 SF Maintenance Facility including approximately 14,000 SF of covered canopy and a new approximately 26,400 SF Mobile Generator Storage Facility to the existing Prineville Water Plant. Improvements to existing gated entrances, the addition of new and upgrades to existing site lighting and the addition of a new guard house at the main entrance was also included. The project also included a generator study to determine if the electrical load requirements of the new facilities could be added to an existing on-site generator used to power the Water Plant equipment

City of Clermont Police Department Headquarters, Clermont, Florida

- New, approximately 26,000 SF two story Police Department Headquarters with sally port, physical agility room, briefing rooms, interview rooms, private and open work areas, conference rooms and large training room. Facility is hardened against high wind pressures and is served with an emergency generator.

City of Oviedo Regional Stormwater Park, Oviedo, Florida

- This *continuing services* task work order included a new restroom pavilion with Men's, Women's and janitor storage areas as well as lighted walkways and lighted boardwalks around a new stormwater park in downtown Oviedo. The restroom pavilion connected to an open-air pavilion for public gatherings. Site power was specified from the pavilion building for food truck vendor use for this downtown destination.

SALASO'BRIEN



ROGER D. POORE, CPD

SENIOR PLUMBING & FIRE PROTECTION DESIGNER – SALAS O'BRIEN FLORIDA

Mr. Poore is certified in Plumbing Design and has over 34 years of experience as a designer and specifier for plumbing and fire protection systems. His extensive experience includes public safety facilities and consideration for the unique requirements of fire station designs.

REGISTRATIONS

Plumbing Design Certification: #30459

WORK HISTORY

Salas O'Brien since 1995

PHONE NUMBER

407-380-0400

EMAIL ADDRESS

roger.poore@salasobrien.com

BUSINESS ADDRESS

3501 Quadrangle Suite 100
Orlando, FL 32817

TOTAL YEARS OF EXPERIENCE

34

RELEVANT EXPERIENCE

City of Casselberry Public Works Facility, Casselberry, Florida

- This project included a new 32,000 SF Administration Facility and a new 16,000 SF Fleet Maintenance Facility on an existing active City Public Works site. The project design considered phased construction to keep the site fully functional. The project scope included both air conditioned and ventilated spaces, vehicle workshops and servicing bays, oil and waste oil dispensing and collection systems, wet and dry pipe fire protection systems.

Utilities Commission New Smyrna Beach (UCNSB) Facility Assessments, New Smyrna Beach, Florida

- This *continuing engineering services* task work order included the facility assessment of twelve (12) facilities owned and operated by UCNSB. Facility types assessed included administrative, pumping, electrical substation, and SCADA monitoring and control type buildings. Assessments included summary and photo documentation of existing equipment, analysis of equipment condition, recommendation of remaining useful life, and opinions of probable construction costs for replacement.

City of Oviedo Regional Stormwater Park, Oviedo, Florida

- This *continuing services* task work order included a new restroom pavilion with Men's, Women's and janitor storage areas as well as lighted walkways and lighted boardwalks around a new stormwater park in downtown Oviedo. The restroom pavilion connected to an open-air pavilion for public gatherings. Site power was specified from the pavilion building for food truck vendor use for this downtown destination.

City of Clermont Public Works Facility, Clermont, Florida

- This project includes a new Public Works Complex for the City of Clermont. A new 18 acre site is being developed to include site utility infrastructure including power and communications, roadway, parking and material lay down areas, a new 6,000 square foot Administration Building, a 26,000 square foot Warehouse Facility, 10,000 square feet of Covered Storage, a Fueling Island and a Vehicle Wash Station.

SALASO'BRIEN



Doug Brown, NCDIQ

Role: Director of Design

- Bachelor of Design in Interior Design, College of Design, Construction and Planning, University of Florida
- Years of Experience: 30 years
- Interior Designer #ID0003682
- NCIDQ, 1995
- LEED AP, 2009
- Organizations: IIDA

Get To Know Doug

Mr. Brown joined Ramski & Company in 1995. He is majorly responsible for the firm's attention to detail, excellent documentation, superior construction administration and optimized, timeless design solutions. Doug has completed and participated in design for all our major transportation, utilities, and civic projects including Gainesville Regional Utilities, Palm Beach International Airport renovation, City of Orlando Citrus Bowl rebuild, the Orlando International Airport North Terminal Airside 4 renovation, the South Terminal ITF complex and the new South Terminal Phase I project.

Ramski & Company

Project Experience

- **Orange County Utilities Operations Center East,** Orlando, FL - New construction, interior design and furniture concepts, 60,000 SF, $14.5M construction cost
- **Orange County Multi-Cultural Community Center,** Orlando, FL - 12,000 SF. Interior design for new community center. Building is comprised of conference rooms, computer lab, community gallery, and a large multi-purpose space for hosting social events.
- **Rosemont Community Center,** Orlando, FL - 2,500 SF, $3.4M construction cost. New construction, interior design and furniture selection.
- **Bentley Architects + Engineers,** Longwood, FL - 9,197 SF. Offices of Bentley Architects in their new building. Voted one of OBJ's coolest offices in 2016 Performed in association with Bentley Architects + Engineers.
- **Kissimmee Fire Station #11,** Kissimmee, FL - 16,291 SF, $4.3M construction cost. New construction, full service interior design and furniture services. Performed in association with Bentley Architects + Engineers.
- **Gainesville Regional Utilities Eastside Operations Center,** Gainesville, FL - 222,172 SF, $54M construction cost. New construction, full service interior design and furniture services. Performed in association with Bentley Architects + Engineers.
- **Camping World Stadium,** Orlando, FL, 40,000 SF, $207M construction cost. Renovations and additions, full service interior design and construction administration with HNTB for the City of Orlando and Orlando Sports.
- **UCF Roth Athletic Center,** Orlando, FL - 50,000 SF, $7M construction cost. New construction, design concept with development of materials palette, furniture selection and specification of furniture.
- **Orlando International Airport, New South Terminal,** Orlando, FL - 2,700,000 SF, $2.2B construction cost. Doug is managing our partnership with HNTB, AOR to document the design Phase 1.



Marketa Hollingsworth, NCIDQ

Role: Interior Designer

- Masters of Architecture, Florida A&M University
- Bachelor of Science in Architecture, Florida A&M University
- Years of Experience: 9 years
- NCIDQ, 2019
- LEED AP
- Organizations: IIDA

Get To Know Marketa

Mrs. Hollingsworth joined our studio with a desire to apply her architectural education to an interiors specialty. She immediately became an important asset on two of the studio's aviation projects, the Greater Orlando Aviation Authority's North Terminal Airside 4 renovation and the new South Terminal Intermodal Terminal Facility (ITF) and Automated People Mover (APM). Marketa has also completed numerous renovations for Lockheed Martin, Orange County Convention Center, and multiple municipalities.

Marketa is a native of Winter Park and has served on the Hannibal Square Community Land Trust Board of Directors and taught as an adjunct teacher for Revit instruction at Seminole State College.

Project Experience

- **Orlando Utilities Commission,** Orlando Utilities Commission,St. Cloud, FL – The campus plan for OUC includes a new 50,070 SF low rise office building (with an additional 40,000 SF future building) on a 27 acre wooded site. An elevated walkway connects OUC to a fleet (22,379 SF) and warehouse (55,734 SF) building (currently Phase 1). Campus standards are being developed and applied as appropriate in Phase 1.
- **Orlando International Airport, New South Terminal,** Orlando, FL - 2,700,000 SF/$2.2B construction cost, landside, airside, ground transportation facility and garage portals
- **Clermont Public Works,** Clermont, FL - 23,833 SF flee warehouse, 8,653 SF Administration Building. Select and specify furnishings, furniture planning, budgeting selections and specifications for purchase by the County.
- **Orlando International Airport South Terminal Intermodal Transit Facility,** Orlando, FL - 1,300,000 SF/$470M construction cost, performed full service interior design, furniture specification and constructio administration, LEED V4
- **DOT SunTrax Test Facility Phase I,** Auburndale, FL - 11,700 SF, $2.7M construction cost, performed interio design and furniture specification services for this SunTrax Test Facility Administration Center.
- **Orlando International Airport Airside 4 Renovation,** Orlando, FL - 115,788 SF, $64M construction cost. A phased (16) occupied renovation of a secured environment, coordinating full service interior design and construction administration - duration 4 years.



John Hoibraten, Jr., LEED AP

Blue Cord Professional Services

President

Estimating - QA/QC Services – Construction Services

John has more than 24 years' relevant knowledge of the construction industry spanning from construction management of hard bid projects to design-build projects as a project manager. He has been with Blue Cord since 2018 as the Vice President of Construction and the President of our Professional Services Division. Mr. Hoibraten is certified as a LEED-Accredited Professional, is licensed as a General Contractor, and has served as a Superintendent, Project Manager, Estimator and Vice President throughout his career. His additional expertise encompasses clean room equipment installation and construction, preconstruction management, and quality control. John has also been involved with several developmental teams throughout his career to develop facilities for mixed commercial, medical, and general assembly.

John's role in Professional Services includes attending design meetings and providing cost and construction input, providing cost estimates, providing construction narratives, QA/QC of construction documents, providing construction schedule and schedule reviews, submittal reviews and on-site inspections.

RELEVANT PROJECT EXPERIENCE

Orange County Public Schools – Continuing Contract
(OCPS Project Management, Orlando, FL)
Jan 2017 – April 2021
Provide qualified assistance in pricing and complete of projects within OCPS. Annual contract that was renewed for multiple years. Blue Cord canceled in April 2021 to pursue other opportunities through Capital Planning.

Meeting Room Renovations
(Orange County Convention Center, Orlando, FL)
2-20-2019 – May 2022
As consultant to ADC International, Blue Cord is providing project schedules and cost estimates, as well as construction narrative, plan reviews, and onsite construction reviews.

Orange County Utilities Operations Center East
Orange County Utilities (Orlando, FL)
10-1-2019 – Estimated completion April 2023
As consultant to Rhodes + Brito Architects, performed cost estimating services, constructability reviews at each design phase, and quality control efforts for this $20 million, 82,000 SF project. Complete site inspections during construction.

Camping World Stadium Renovation
Orange County, FL (Orlando, FL)
10-1-2020 – 1-25-2022
As a consultant to HNTB, Blue Cord provided QA/QC of construction documents and site inspection of the construction progress and pay application review.

Cultural Community Center
Orange County Government (Orlando, FL)
8-10-2020 – 8-30-2021
As consultant to Rhodes + Brito Architects, Blue Cord performed cost estimating services for the renovation of an existing 60,000-SF (approximately) building shell. Upon completion the space will function as a 10,000 to 12,000 SF Cultural Community Center within the existing 60,000 SF building footprint.

EDUCATION

Brevard Community College

Florida Community College of Jacksonville
1995-1997

CERTIFICATIONS

- CGC (FL #1522733)
- LEED Accredited Professional
- SWPPP

YEARS OF EXPERIENCE

24

YEARS WITH CURRENT FIRM

4

CITY OF RESIDENCE

Orlando, FL

BLUE CORD PROFESSIONAL SERVICES

Orange County Continuing Architectural Services Contract
Orange County Board of County Commissioners (Orlando, FL)
2-4-2019 – Current
As consultant to Rhodes + Brito Architects, performed cost estimating services, constructability reviews at each design phase, and quality control efforts for multiple projects for Orange County, FL

Orange County Continuing Architectural Services Contract
Orange County Board of County Commissioners (Orlando, FL)
12-11-2018 – Current
As a consultant to Architectural Design Collaborative, Inc. (ADC), Blue Cord provided cost estimating services, constructability review, QA/QC of construction documents, and site inspection of the construction progress.

ADDITIONAL RELEVANT PROJECT EXPERIENCE

University of Central Florida
(Parking lot expansion, Orlando, FL)
Complete - Campus Active November 2019

University of Central Florida
(City of Orlando Downtown Campus, Orlando, FL)
Complete - Campus Active April 2019

Cabinet and Flooring Replacement - Nike Community
(University of Central Florida, Orlando, FL)
Completed 2017

Lobby Renovation - Business Administration I
(University of Central Florida, Orlando, FL)
Completed 2017

Multiple Fire Stations – Estimate and Construction
(Brevard County Fire Department, Melbourne, Palm Bay, Cocoa)
Completed while employed with Certified General Contractors 2000-2008

GOAA Westgate Security Expansion - GCI
(Orlando International Airport, Orlando, FL)
Completed August 2020

NASA Central Campus Phase III – Hunton Brady
(Kennedy Space Center, Orlando, FL)
Completed August 2021

Orange County South Water Reclamation - REISS
(Orange County Utilities – Sand Lake Road, Orlando, FL)
Completed March 2021



2508 Big Bend Trail
Maitland, FL 32751
(407) 748-4348
fred@fcmengineering.com

PROJECT ROLE
Sustainability Consultant

EDUCATION
B.S. Mechanical Engineering
Georgia Institute of Technology

EXPERIENCE
25 years

REGISTRATIONS
Registered Professional Engineer, Florida #62451

CERTIFICATIONS
Certified Commissioning Authority (CxA), AABC Commissioning Group (ACG)

Leadership in Energy and Environmental Design Accredited Professional Building Design and Construction (LEED AP BD+C), US Green Building Council (USGBC)

US EPA's ENERGYSTAR Service and Product Provider

Energy Management Professional (EMP), Energy Management Association (EMA)

AFFILIATIONS
American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE), member

FREDERICK MUSCATELLO

Principal, P.E., CxA, EMP, LEED AP BD+C

Founded FCM Engineering to provide commissioning and sustainability consulting. Served as commissioning agent and/or sustainability consultant on more than 130 projects including new construction and renovations.

FCM ENGINEERING 2008-Present

- **Sustainability Consulting**
  - USGBC LEED Rating System-Certified to Platinum Level
  - GBI's Green Globes System
  - Florida Green Building Coalition's System
  - Served as LEED administrator on World's First LEED v4 ID&C Retail Platinum Certification
- **Certified Energy Management Professional**
  - EPA's ENERGYSTAR Certification and Re-certification
  - Energy Audits including ASHRAE Level 1, 2 and 3
  - Energy Modeling, Indoor Air Quality Testing
- **Certified Commissioning Agent**
  - New construction and on-going commissioning activities
  - Commissioning for Sustainability Certification

X-nth, INC. 2005-2008

- Project Manager focused on Mechanical Engineering and Design

WALT DISNEY WORLD 1998-2005

- Mechanical Engineering and Commissioning for theme park

MECHANICAL ENGINEER 1994-1998

- Spurlock & Associates, Lockwood Greene and Brewer & Skala

RELEVANT GOVERNMENT SUSTAINABILITY PROJECTS

- **Rosemont Community Center and Gym, City of Orlando, FL** 14,000sf new construction. Provided LEED certification administration. Certified Gold. **Project won USGBC LEED New Construction Innovative Project of the Year, New Construction: Public Assembly, USGBC Florida's Leadership Awards**
- **Plant City Armory, FL**, 22,956sf, military office, storage and training facility. LEED Administrator. Certified Silver.
- **Traffic Administration Building, City of Gainesville**, FL,35,000sf, 2 story building designed to be operational 24/7 in severe weather. Served as LEED commissioning agent. LEED Silver Certified. **Winner 2014 USGBC Central Florida Award**
- **Fire Stations 7, 14, 16,17, Orlando, FL** LEED commissioning agent. Ensured commissioning adhered to LEED standards.
- **City of Maitland Edward Doyle Police Station, FL**17,000 sf renovation designed with latest technology and security. LEED Commissioning Agent. **LEED-NC Gold Certified.**

GODWIN NNADI, Ph.D., PE



REGISTRATIONS/ AFFILIATIONS
Professional Engineer

LICENSES/CERTIFICATON
PE #50637, Florida 1996;
#90355751, Canada, 1993
Nigeria, 1985

EDUCATION
Ph.D. Civil Engineering (1990)
Queens University, Kingston, Canada
M.S. Civil Engineering (1980);
Purdue University, Lafayette, Indiana
B.S Mining/Geological Eng., (1979);
University of Nevada, Reno

EXPERIENCE
41 years

PERCENTAGE AVAILABLE
60%

PUBLICATIONS
Nnadi, G.N., I. Kinnear, J.D. Hussin & S. Flood, 2001. ***A Case Study of Ground Improvement for a Major Power Plant*** in Jacksonville, Florida. Proc. of a Specialty Conference: Foundations and Ground Improv. Blacksburg, Virginia, June 9-13.

PROFESSIONAL PROFILE

Dr. Nnadi directs and manages NADIC's operations throughout Florida. He has more than 41 years of experience from geotechnical and geo-environmental engineering applications to various areas such as civil, transportation, industrial and environmental systems. He has authored and co-authored over 14 publications and was an adjunct professor at University of Central Florida, Civil & Environmental Department.

PROJECT EXPERIENCE

Orange County Fire Station No. 87, Orange County, FL
This project consisted of the construction of a 9,352 square feet one-story building with a kitchen, gym, dining room, day room, dormitory rooms, and apparatus bay support spaces. NADIC performed geotechnical exploration.

Amazing Explorers, Orlando, FL
This project included a one-story structure approximately 12,500 square feet consisting of load-bearing walls and interior columns with slab-on-grade floors. NADIC performed geotechnical explorations to examine the subsurface soil and groundwater conditions at the academy foundation footing and provide recommendations to resolve the rising of water level in to the footing areas.

Ability Housing, Orlando, FL
This project involved the construction of a three-story apartment complex on a 12.83 acre parcel. NADIC performed geotechnical engineering assessments as relating to site suitability for the development. NADIC performed geotechnical recommendations regarding earthwork and design and construction of foundations, floor slabs and pavements, and stormwater management.

ADDITIONAL EXPERIENCE

- Lake Eola Swan Dock Structure, City of Orlando, FL
- Dr. Phillips Performing Arts Center, Orlando, FL
- AutoNation Dealership, Orlando, FL
- MEC Orlando Office Building, Orlando, FL
- Clermont Fire Station 1, Lake County, FL
- Orlando Amway Center, Orlando, FL
- Jackson Memorial Hospital, Miami, FL



Contact Information:
300 Interchange Blvd, Ste. C
Ormond Beach, FL 32174
jstehr@zevcohen.com
(386) 677-2482

Education:
B.A. History, Oklahoma Baptist University, 2009

Masters of Landscape Architecture, University of Auburn, 2015

Registration:
Landscape Architect
Florida LA6667462

Community Involvement:
City of Ormond Beach Brownfield Advisory Board Member

Years of Experience:
7

Years with ZCA:
7

Awards:
Alabama ASLA Award of Honor
LAF Olmsted Scholar
PRZA Surf Coast Pierson Award

Jake E. Stehr, P.L.A.

Sr. Landscape Architect

Project Role: Professional Landscape Architect

Trained as a Landscape Architect with a professional background in history and planning, Jake brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically-integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

Project Experience

Dunlawton Avenue Median Landscaping, Port Orange, Florida
- Role: Landscape Architect
- Scope: In an effort to beautify Dunlawton Avenue, the City of Port Orange contracted ZCA to provide professional landscape design and permitting for Dunlawton Avenue median from Spruce Creek Road to Nova Road. ZCA prepared a Landscape Plan identifying the location of proposed plantings and their associated specifications. ZCA also reviewed the existing irrigation and drainage plans to ensure proper working order. Funding for this project was provided by a Florida Department of Transportation (FDOT) Beautification Grant. ZCA coordinated with the City, FDOT, and multiple utility companies throughout the design and permitting process.

City of South Daytona Gateway Signage, South Daytona, Florida
- Role: Project Manager
- Scope: ZCA created a graphical experience by reimagining design elements as you enter the City of South Daytona. Care was taken to utilize historical architectural features to leverage South Daytona's unique history in an effort to further advance a unique sense of place.

DeLand Fire Station, DeLand, Florida
- Role: Landscape Architect
- Scope: ZCA provided civil engineering, environmental and **landscape architectural services** for the development of Fire Station #81 and police evidence facility on the 5 acre land located in DeLand, Florida. ZCA coordinated with City staff and assisted with permitting through St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and the Department of Health (DOH).

The Center at Deltona, Deltona, Florida
- Role: Landscape Architect
- Scope: ZCA provided civil engineering and **landscape architectural design services** for the new ±25,000 SF Community Center building and parking expansion. ZCA's tasks included stormwater, water, sewer, pacing, grading, landscape architectural design, and all site permitting. ZCA also worked with the Architect and the City to Master Plan the site for future expansion.

Daytona Rising and Grandstand Redevelopment, Daytona Beach, Florida
- Role: Landscape Designer
- Scope: This exciting project consisted of the entire reconstruction of the Frontstretch Grandstands which included all facility components from the seating bowl and gates to the civil and **landscape elements** in front of the facility. ZCA was responsible for the design and permitting of all the civil, **landscape, and hardscape improvements** as well as the master stormwater design and permitting. Permits obtained for the project include approvals from the following agencies: Volusia County, City of Daytona Beach, St. John's River Water Management (SJRWMD), Army Corps of Engineers (ACOE), Florida Department of Transportation (FDOT), and the Florida Department of Environmental Protection (FDEP).

State Road 600 Daytona Median Landscape Improvement Project, Daytona Beach, Florida
- Role: Landscape Designer
- Scope: Landscape and irrigation design, construction administration and coordination with the Florida Department of Transportation (FDOT) and the City of Daytona Beach.

Personal Service, Professional Design

Manuel G. Vera Jr., PSM

Principal-in-Charge/ Chief Surveyor & Mapper

Mr. Vera Jr., a registered Land Surveyor has over 37 years of experience with the company and throughout the state of Florida. He has managed a variety of survey contracts and projects for the Florida Department of Transportation, Miami-Dade County, Miami-Dade Expressway Authority, City of Miami, and numerous Engineering and Design firms. Mr. Vera has performed and managed all types of surveying services including: Design Surveys, Right-of-Way Control Surveys, Right-of-Way Mapping, Platting, Construction Layout, Asbuilt Surveys, Drainage Surveys, etc. Mr. Vera is a Chief Surveyor and Mapper, as well as our Chief Executive Officer. He has extensive experience in the management and coordination of survey projects involving a variety of surveying techniques such as Aerial Surveys, Conventional Ground Surveying, Utilities designation, etc.

Office Location
Miami, Florida

Years of Experience
37

Years with MGV
37

Education
Bachelors of Science, Legal Studies, Nova Southeastern University, 1994

Associates of Science, Land Surveying, Miami Dade College, 1988

Registrations
Professional Surveyor & Mapper, Florida
License No.: LS5291
01/05/1994

Professional Affiliations
Florida Surveying & Mapping Society

The Transportation and Expressway Authority Membership of Florida

Surveying Experience
Manuel G Vera & Assoc., Inc
(1983 - Present)

Project Experience

Department of the Army, Amelia Earhart Park Monitoring Well Survey
MGV was responsible for the following survey services: 1.) Locate ten (10) monitoring wells, using Real Time Kinematics (RTK) methodology; 2.) Perform an elevation run to establish top of PVC pipe and adjacent grade elevation on ten (10) monitoring wells. *Parsons Government Services, Inc. | John Hicks, PG (303) 764-1941, john.hicks@parsons.com | 09/2016 thru 10/2016 | Contract Amount: $3,600*

MD-DTPW, City of Miami Beach Seawalls
MGV was responsible for designating (horizontally mark on the surface) known existing toneable and non-toneable subsurface utilities found within 6 "Scan" areas depicted on the plans provided by the client utilizing electromagnetic geophysical prospecting equipment, including ground penetrating radar (GPR). MGV also performed up to 215 utility locates (test holes) on potential utility conflicts as identified on the plans provided by the client. Each locate (test hole) includes horizontal coordinates, depth of cover, elevation, size, type, material and general direction of each found utility. *BCC Engineering, LLC | Christian Aquino, PE (305) 670-2350, caquino@bcceng.com | 12/2019 thru On-Going | Subcontract Amount: $17,740.80*

FDOT District 6, SR A1A / Indian Creek Drive Subsurface Utility Engineering Services from 25th Street to 41st Street
MGV was responsible for designating (horizontally mark on the surface) known existing toneable and non-toneable subsurface utilities found within 6 "Scan" areas depicted on the plans provided by the client utilizing electromagnetic geophysical prospecting equipment, including ground penetrating radar (GPR). MGV also performed up to 215 utility locates (test holes) on potential utility conflicts as identified on the plans provided by the client. Each locate (test hole) includes horizontal coordinates, depth of cover, elevation, size, type, material and general direction of each found utility. *Ribbeck Engineering, Inc. | Carlos Ribbeck, PE (305) 383-5909, cribbeck@gmail.com | 02/2019 thru 09/2019 | Subcontract Amount: $82,980.00*

FDOT District 6, Districtwide Right of Way Monumentation Consultant Contract (C-A146) Task driven contract performing Right o Way Monumentation and Right of Way Monumentation Mapping services in Miami-Dade and Monroe Counties, and all municipalitie within the district. These services include, but are not limited to the preparation of Right of Way Control Surveys, Right of Way Maps Boundary Surveys, Title Search Reviews, and Right of Way Monumentation to include annotation and recordation of Right of Way Map once the Monumentation is complete. *FDOT District 6 | Victor Marrero (305) 470-5249, victor.marrero@dot.state.fl.us |10/2018 thru On Going | Contract Amount: $1.5 Million*

FDOT District 4, Districtwide Continuing Services for Survey, Mapping, and SUE (C-9T24)
Surveying and mapping services for this contract include, but are not limited to: Mobile Lidar, Field Surveys, Maintenance of Traffi (MOT), Historical Baseline and Existing Right of Way Determination, Global Positioning System (GPS) Surveys, Monumentation Surveys Bathymetric surveys (which includes single beam, multi beam and side scanner sonar capabilities), Utility Designation and Excavatio

Mark R. Sowers, PSM

SUE Director / SUR Chief Surveyor

Mr. Sowers is a Professional Surveyor & Mapper with 33 years of experience throughout the state of Florida. His responsibilities include managing field operations and establishing standards for consultants as well as final quality assurance / quality control of all deliverables before client submission. He is proficient in the latest industry technology, as well as developing and implementing successful management strategies. Mr. Sowers worked for the Florida Department of Transportation (FDOT), District IV for eight years, four of them as District Surveyor. During his FDOT tenure, Mr. Sowers actively participated in statewide process improvements. He was a chairperson for FDOT's Survey Technical Advisory Committee and a member of the committees responsible for the development and implementation of the staff-hour estimating form and project network control sheet.

Project Experience

Department of the Army, Amelia Earhart Park Monitoring Well Survey
MGV was responsible for the following survey services: 1.) Locate ten (10) monitoring wells, using Real Time Kinematics (RTK) methodology; 2.) Perform an elevation run to establish top of PVC pipe and adjacent grade elevation on ten (10) monitoring wells. *Parsons Government Services, Inc. | John Hicks, PG (303) 764-1941, john.hicks@parsons.com | 09/2016 thru 10/2016 | Contract Amount: $3,600*

MD-DTPW, City of Miami Beach Seawalls
MGV was responsible for designating (horizontally mark on the surface) known existing toneable and non-toneable subsurface utilities found within 6 "Scan" areas depicted on the plans provided by the client utilizing electromagnetic geophysical prospecting equipment, including ground penetrating radar (GPR). MGV also performed up to 215 utility locates (test holes) on potential utility conflicts as identified on the plans provided by the client. Each locate (test hole) includes horizontal coordinates, depth of cover, elevation, size, type, material and general direction of each found utility. *BCC Engineering, LLC | Christian Aquino, PE (305) 670-2350, caquino@bcceng.com | 12/2019 thru On-Going | Subcontract Amount: $17,740.80*

FDOT District 6, SR A1A / Indian Creek Drive Subsurface Utility Engineering Services from 25th Street to 41st Street
MGV was responsible for designating (horizontally mark on the surface) known existing toneable and non-toneable subsurface utilities found within 6 "Scan" areas depicted on the plans provided by the client utilizing electromagnetic geophysical prospecting equipment, including ground penetrating radar (GPR). MGV also performed up to 215 utility locates (test holes) on potential utility conflicts as identified on the plans provided by the client. Each locate (test hole) includes horizontal coordinates, depth of cover, elevation, size, type, material and general direction of each found utility. *Ribbeck Engineering, Inc. | Carlos Ribbeck, PE (305) 383-5909, cribbeck@gmail.com | 02/2019 thru 09/2019 | Subcontract Amount: $82,980.00*

FDOT District 6, Districtwide Right of Way Monumentation Consultant Contract (C-A146)
Task driven contract performing Right of Way Monumentation and Right of Way Monumentation Mapping services in Miami-Dade and Monroe Counties, and all municipalities within the district. These services include, but are not limited to the preparation of Right of Way Control Surveys, Right of Way Maps, Boundary Surveys, Title Search Reviews, and Right of Way Monumentation to include annotation and recordation of Right of Way Maps once the Monumentation is complete. *FDOT District 6 | Victor Marrero (305) 470-5249, victor.marrero@dot.state.fl.us |10/2018 thru On-Going | Contract Amount: $1.5 Million*

FDOT District 4, Districtwide Continuing Services for Survey, Mapping, and SUE (C-9T24)
Surveying and mapping services for this contract include, but are not limited to: Mobile Lidar, Field Surveys, Maintenance of Traffic (MOT), Historical Baseline and Existing Right of Way Determination, Global Positioning System (GPS) Surveys, Monumentation Surveys, Bathymetric

M.G. VERA & ASSOCIATES

Office Location
Jupiter, Florida

Years of Experience
33

Years with MGV
6

Education
Bachelors of Science, Land Surveying, University of Florida, 1988

Registrations
Professional Surveyor & Mapper, Florida License No.: LS5266 07/19/1993

Professional Affiliations
Florida Surveying & Mapping Society

The Transportation and Expressway Authority Membership of Florida

Surveying Experience
Manuel G Vera & Assoc., Inc (2015 - Present)

Cardno TBE (2001 - 2015)

Florida Department of Transportation, District 4 (1993 - 2001)

Kimley Horn & Assoc., Inc (1991 - 1993)

Avirom & Hall (1990 - 1991)

Keith & Schnars (1988 - 1990)

Daniel W. Cory, P.S.M.

DANIEL W. CORY
12 HARRIS CIRCLE
EDGEWATER, FL 32132
(386) 428-6017

PERSONAL: BORN ON JANUARY 13, 1940 IN INDIANAPOLIS, INDIANA
RESIDENT OF EDGEWATER SINCE 1946

EDUCATION: GRADUATE OF NEW SMYRNA BEACH HIGH SCHOOL JUNE 6, 1957
U.S. ARMY ENGINEERING SCHOOL - FT. BELVOIR, VIRGINIA
HOWARD COUNTY COMMUNITY COLLEGE - BIG SPRINGS, TEXAS
CORRESPONDENCE COURSES - U.S. ARMY ENGINEERING SCHOOL
DAYTONA BEACH COMMUNITY COLLEGE
CONTINUING EDUCATION AS REQUIRED BY STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUSINESS & PROFESSIONAL BACKGROUND
AUGUST 1957 TO FEBRUARY 1959 - CLAUDE E. TALLEY SURVEYOR
FEBRUARY 1959 TO DECEMBER 1962 - U.S. AIR FORCE, CIVIL ENGINEERING GROUP
DECEMBER 1962 TO JULY 1967 - CLAUDE E. TALLEY, SURVEYOR

BUSINESS& PROFESSIONAL BACKGROUND CONTINUED:

JULY 1967
REGISTERED AS A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

OCTOBER 1967 PURCHASED BUSINESS FROM CLAUDE E. TALLEY AND CHANGED BUSINESS NAME TO DANIEL W. CORY SURVEYOR

JANUARY 1972
PURCHASED STANDARD OIL STATION AT THE CORNER OF CANAL STREET AND LIVE OAK STREET, CONVERTED STATION TO BUSINESS OFFICES

JULY 1978 - INCORPORATED BUSINESS

DECEMBER 2010 – SOLD BUSINESS TO JEFFREY W. CORY

PROFESSIONAL ORGANIZATIONS:
FLORIDA SURVEYING AND MAPPING SOCIETY
DIRECTOR OF VOLUSIA COUNTY CHAPTER OF FLORIDA SURVEYORS AND MAPPERS
SOUTHEAST VOLUSIA CHAMBER OF COMMERCE

COMMUNITY INVOLVEMENT:
JAYCEES—PAST PRESIDENT AND LIFETIME MEMBER
CHAMBER OF COMMERCE—MEMBER DIRECTOR 1972 & 1976
VOLUSIA COUNTY PLANNING COMMISSION 1975
PARENT TEACHER ASSOCATION - PAST VICE PRESIDENT
LITTLE LEAGUE COACH
EDGEWATER VOLUNTEER FIRE DEPARTMENT MEMBER 15 YEARS, PAST PRESIDENT
CORONADO COMMUNITY METHODIST CHURCH STAFF PARRISH COMMITTEE MEMBER FOR 2 TERMS
NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY ECONOMIC RESTRUCTURING COMMITTEE

Jeffrey W. Cory, P.S.M.

JEFFREY W. CORY
1342 TUMBLIN DRIVE
NEW SMYRNA BEACH, FL 32168
(386) 427-3348

PERSONAL:

BORN ON SEPTEMBER 22, 1960 IN RANTOUL, ILLINOIS

RESIDENT OF EDGEWATER 1962-1984
RESIDENT OF NEW SMYRNA BEACH 1984-PRESENT

EDUCATION:

GRADUATE OF NEW SMYRNA BEACH SENIOR HIGH SCHOOL 1978

GRADUATE OF UNIVERSITY OF FLORIDA, COLLEGE OF ENGINEERING
BACHELOR OF LAND SURVEYING 1983 (HONORS)

CONTINUING EDUCATION AS REQUIRED BY STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUSINESS & PROFESSIONAL BACKGROUND:

MAY 1983 TO PRESENT, EMPLOYED BY
DANIEL W. CORY SURVEYOR, LLC

JANUARY 11, 1985
REGISTERED AS PROFESSIONAL SURVEYOR #4139

DECEMBER 2010, PURCHASED BUSINESS

PROFESSIONAL ORGANIZATIONS:

FLORIDA SURVEYING AND MAPPING SOCIETY

VOLUSIA COUNTY CHAPTER
OF FLORIDA SURVEYORS AND MAPPING SOCIETY
PRESIDENT 1992
TREASURER 1988-1991, 1993-PRESENT

COMMUNITY INVOLVEMENT:

CORONADO COMMUNITY UNITED METHODIST CHURCH
TRUSTEES COMMITTEE – SERVED 10 YEARS (2 YEARS AS CHAIRMAN)
NSB MIDDLE SCHOOL SCIENCE FAIR JUDGE (10 YEARS)
RECREATION LEAGUE COACH



Ryan A. Ruskay
President

RMPK FUNDING

Mr. Ruskay has more than 16 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining $247 million dollars in the past 18 years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state and federal level. Mr. Ruskay's experience includes obtaining funding for land acquisition, transportation projects, cultural facilities and public safety projects. In addition to assisting local communities throughout the state in obtaining funding for capital projects, Mr. Ruskay and the staff at RMPK Funding have developed Capital Improvement and Strategic Funding Plans for many of their clients.

EDUCATION

Bachelor of Science, Political Science

Florida State University

MUNICIPAL PROJECTS FUNDED

Emergency Facilities Park Land Acquisition Park Facilities Recreation Grants Social Services Stormwater Improvements Sanitary Sewer Systems Street & Drainage Projects State Revolving Fund Loans Cultural Facilities Historic Preservation Hurricane Mitigation Urban Reforestation Community Development Block Grants

Activities related to the management of local, state and federal funding programs:

- Florida Recreational Development Assistance Program, Project Manager
- Land and Water Conservation Fund, Program Manager
- Recreational Trails Program, Project Manager
- Florida Boating Improvement Program, Program Manager
- Department of Environmental Protection's Legislative Line Item Program, Project Manger
- Corzo, Castalla, Carballo, Thompson, Salman, P.A., Coral Gables, Florida, Funding Director

Activities related to the evaluation of local, state and federal funding programs:

- 1998 - 1999 National Recreation Trails Program Council Member - Evaluated NRTPC applications and prioritized projects for funding. Funding originated from the federal government and was administered by the State.
- 1999 - 2001 FRDAP Evaluation Team Member - Participated in the evaluation of FRDAP applications. The Team determined scores for each project which resulted in a priority list that was presented to the Florida Legislature.
- Development of Capital Improvement Plans for the City of Oviedo, Town of Hypoluxo and the City of Key Colony Beach
- Development of Strategic Funding Plans for the Town of Bay Harbor Islands, Town of Jupiter, New Smyrna Beach CRA, City of Cocoa Beach CRA and City of Doral, City of Lenexa, Buckhead Greenspace Action Plan



Mikel Travisano, MS

Architectural Historian, Principal Investigator

Mikel Travisano, MS, joined SEARCH in 2015 and has more than 16 years of professional experience. Mr. Travisano is responsible for directing all phases of architectural history projects. His specialties include HABS photography, modernist architecture, archival research, historic preservation, and architectural conservation. His restoration and conservation experience includes landmarked buildings and sites throughout New York City, such as the Morris-Jumel Mansion, the oldest extant house in Manhattan, and the Astoria Pool, the largest pool in New York City and the location of the 1936 Olympic Trials for the US Swimming and Diving Teams. Mr. Travisano worked for five years at the Historic House Trust of New York City and supervised the development and implementation of master plans at the Bartow Pell Mansion and Bowne House and visitor's center. His experience with architectural styles and historic districts ranges from some of the oldest buildings and districts in the United States to working with local government landmark agencies to address style, material, size and height issues of new buildings in historic districts. He is experienced with implementing Sections 106 and 110 of the National Historic Preservation Act (NHPA). His qualifications exceed those set forth by the Secretary of Interior's Standards and Guidelines for Historic Preservation (48 FR 44716-42). Mr. Travisano has authored or co-authored more than 200 technical reports.

EDUCATION

MS, 2005	Historic Preservation. Columbia University.	BFA, 1998	Photography. Temple University.

RESEARCH SPECIALIZATIONS

Historic Preservation	Cultural Resource Management	Architectural Conservation
Architectural History	HABS/HAER Documentation	Archival Research

PROFESSIONAL EXPERIENCE

2015-present	Architectural Historian, SEARCH
2004-2015	Various, including The Historic House Trust of New York City and Sciame; upon request

VOLUNTEER POSITIONS

Vice-President Emeritus, Columbia University Preservation Alumni (2010-2011)

PROFESSIONAL CERTIFICATIONS AND AWARDS

The Florida Trust for Historic Preservation: Honorable Mention in the Field of Restoration and Rehabilitation for the Main Street Bridge Project

The Florida Trust for Historic Preservation: Outstanding Performance in the Field of Preservation Education & Media for the St. Petersburg's Design Guidelines for Historic Preservation

SELECT PROJECT EXPERIENCE

2021/2022: Architectural Historian. *HABS Level II Documentation of the Junior Senior High School, Ramey Air Force Base, Aguadilla, Puerto Rico.* HABS documentation of Ramey Unit School Buildings, which consisted of large format photography and detailed architectural descriptions of the school complex that is comprised of 17 individual buildings and additional architectural features. The HABS documentation also includes copies of the original as-built drawings. The school was designed in 1968 by Toro y Ferrer Architects and was determined eligible for inclusion in the NRHP. Conducted for ShenkelShultz Architects and US Army Corps of Engineers (USACE), Jacksonville District.

2016: Architectural Historian. SEARCH performed an emergency assessment of a ca. 1840 gunpowder magazine in Montgomery, Alabama. The immediate plan recommended stabilizing the exterior walls by repointing the most damaged areas of brick masonry. Because of the severity of deterioration, SEARCH recommended a complete structural assessment. Long-term recommendations included site work to drain water away from the building; additional repointing of the exterior brick masonry and the introduction of a slate water table; interior brick masonry repointing and repairs; replacing broken roof slates, ceramic tiles, and deteriorated roof framing. Conducted for US Army Corps of Engineers (USACE), Mobile District.

GRANT EXPERIENCE

RMPK FUNDING is consistently obtaining grant funding for its clients through both new funding opportunities and annual grant programs at every level of government. Below is a sampling of recent funding awards that have helped their clients further capital improvement priorities.

RESILIENT FLORIDA

- City of West Palm Beach ($1,875,000) – low impact development (LID) improvements to Currie Park.
- City of North Lauderdale ($3,550,00) – construction of new stormwater pump station.
- City of North Lauderdale ($2,600,000) – rehabilitation of drainage canals.
- City of Oakland Park ($5,000,000) – construction of new outfall and pump station.
- City of Oakland Park ($2,500,000) – hardening of Fire Station #9.
- City of Oakland Park ($1,893,476) – stormwater improvements to NE 13th Ave.
- City of Lauderdale Lakes ($3,000,000) - Fire Station 37 Hardening.

REBUILD FLORIDA CRITICAL FACILITY PROGRAM

- City of Homestead ($2,700,000) – emergency generator for the City's wastewater treatment plant.
- City of Homestead ($1,674,000) - replace a chlorine disinfection system at a water treatment facility.
- Okeechobee County ($650,000) – harden two of the County's fire stations.
- City of Oakland Park ($383,000) – harden a City fire station.

LAND AND WATER CONSERVATION PROGRAM

- City of West Palm Beach ($1,000,000) – recreation improvements to Currie Park.
- City of Kissimmee ($1,000,000) – development of Lancaster Park.
- Village of Virginia Gardens ($400,000) – construction of Ludlam Canal Greenway.
- Indian Trail Improvement District ($840,000) – trail development along M-O canal.
- City of South Pasadena ($250,000) – improvements to Bay View Park.

REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM

- City of Kissimmee ($3,400,000) – to improve neighborhood stormwater facilities.
- City of Homestead ($4,519,000) – to improve potable water facilities in the Avocado Village Neighborhood.
- City of St. Cloud ($2,097,088) – to repair a damaged drainage pipe along Illinois Avenue.
- City of Tamarac ($353,000) – to provide critical emergency power sources to lift station.

WASTEWATER TREATMENT PLANT ENERGY PROGRAM

- City of Cooper City ($500,000) – to retrofit existing blowers at the plant.
- Coral Springs Improvement District ($308,378) – to retrofit equipment within the plant.

FLORIDA COMMUNITIES TRUST GRANT PROGRAM

- Village of Wellington ($3,386,250) – acquire additional land at Wellington Environmental Preserve.
- City of Kissimmee ($2,832,241)– acquire land for the Shingle Creek Trail and open space.
- City of Fellsmere ($2,415,763) – acquire land for new passive park and conservation area.

HAZARD MITIGATION GRANT PROGRAM
» Village of Wellington ($250,000) - to purchase generators for lift stations.
» Indian Trail Improvement District ($3,026,573.70) - to rehabilitate drainage canals.
» City of Oakland Park ($1,000,000) – to construct new Public Works Facility.
» City of Oakland Park ($546,751) – to harden building department facility.
» City of Oakland Park ($450,000) - to harden Fire Station facility.

LIBRARY (DLIS) FLORIDA AMERICAN RESCUE PLAN ACT (ARPA)
» City of Oakland Park ($30,146) new computer terminals at City Library.
» City of Mount Dora ($20,359) purchase of AWE Early Learning Terminals.

NON-POINT POLLUTION GRANTS
» City of Fellsmere ($649,644) – to develop regional stormwater retention facility.
» Town of Hypoluxo ($333.360) – to complete septic to sewer conversion project.
» Indian Trails Improvement District ($492,000) – development of bio-swales along roadways.

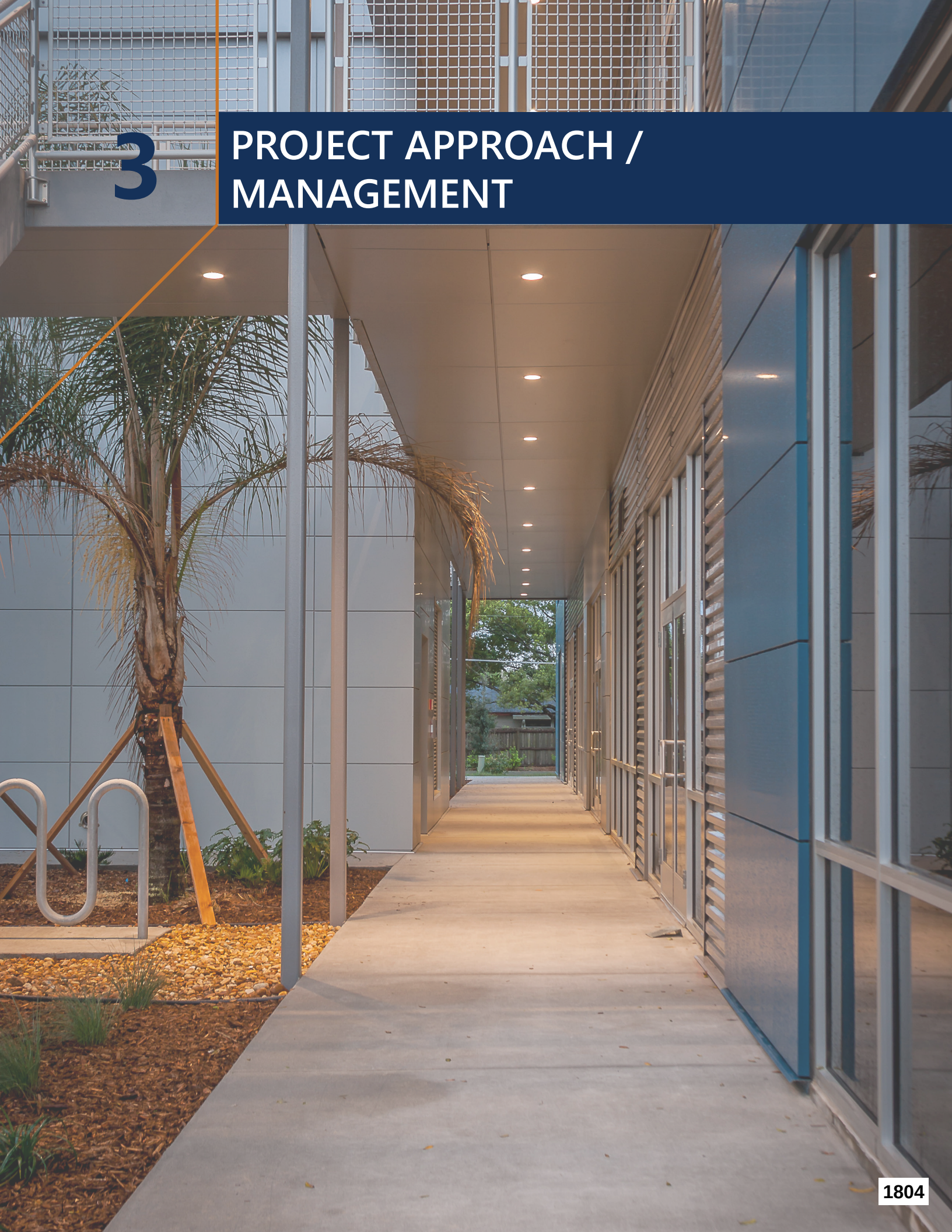
FDOT SERVICE DEVELOPMENT GRANT
» City of Sanford ($609,634.00) - to expand free community trolley service.

COASTAL RESILIENCY GRANT PROGRAM
» City of Oakland Park ($75,000) – to complete a sea-level rise vulnerability assessment.
» Town of Bay Harbor Island ($75,000) - to complete a sea-level rise vulnerability assessment.

RECREATIONAL TRAILS PROGRAM
» City of Mount Dora ($240,000) – to construct new kayak/canoe launch facility.
» City of Oviedo ($400,000) – to construct a new fitness/exercise trail.
» City of Seminole ($200,000) – to construct new fitness trail at a neighborhood park.
» City of Riviera Beach ($80,000) – to construct a new fitness trail at a neighborhood park.

URBAN AND COMMUNITY FORESTRY GRANT PROGRAM
» City of Oakland Park – ($20,000) – to install native trees at new park site.
» City of Hollywood ($30,000) – to prepare a City wide tree inventory.

RMPK FUNDING



3 PROJECT APPROACH / MANAGEMENT

APPROACH TO CONTINUING SERVICE CONTRACTS

There are several key components necessary to be successful in a continuing service contracts, including thorough task understanding and planning, devising the appropriate design or solution concept, organized production and construction guidance and follow-through. This 4-part approach produces a project that provides Best Value to the County. **A Best Value project – as we define it – is a project that meets your stated program goals or task requirements, is designed and constructed to the highest quality level within your budget, is energy efficient to operate, provides many years of durable service and is completed on time within your construction budget.** This approach is discussed further under the Bentley Design Process that follows.

PROJECT SCOPE Continuing contracts cover a wide variety of project types and situations. For this reason, it is important that your consultant be adaptable and responsive – Bentley has a long history of meeting the demands of continuing contracts. For example, during a previous continuing architectural services contract with Orange County, Bentley was in the midst of design for the Orange County EOC when tragic events of 9/11 occurred. Very quickly, rapid completion of the project by the end of 2001 became a high priority for Orange County. We accelerated our drawing production, and the project was successfully constructed and operational by 12/31/2001. Fast forward to our current contracts with the City of Altamonte Springs or Volusia County, we employ the same commitment to responsive and adaptable service to assist with emergency structural investigations as well as task work orders for conventional project work. Bentley provides an adaptable, responsive approach through thorough preparation and an organized process. All design work for the City of New Smyrna Beach will be coordinated through Bentley Architects + Engineers, Inc. with an approach that eliminates any gaps in the scope of the design or the efficiency of the project.

The methodology detailed below is based on our extensive experience with both continuing contracts and conventional design projects and has proven to yield cost and efficient designs that go beyond simply satisfying RFQ requirements. The designs we produce by employing this methodology thoroughly address our client's actual objectives that may sometimes differ and improve upon what was "thought to be needed."

Bentley has successfully completed over 200 design projects with Salas O'Brien over the course of 25+ years, and we have likewise worked with Ramski for over 20 years. Our multiple disciplines and long-standing design relationships on both continuing service contract work and conventional projects with proven subconsultants have allowed us to bring a holistic design approach to our projects, saving our clients both time and money through meticulous and careful coordination and careful implementation of our maintenance facility design approach.





City of Casselberry - Public Works Department / City of Altamonte Springs - Eastmonte Park Improvements

3 PROJECT APPROACH / MANAGEMENT

GENERAL INFORMATION METHODOLOGY A critical key to the success of any project Bentley undertakes is accurate recording, monitoring and reporting of project-related information. Gary Kranston, RA will be the City's primary point of contact throughout the project, ensuring organized and consistent monitoring and distribution of information. All communications to the City will be directed to the City manager and any other county officials identified by the City unless specifically indicated otherwise. **Since Bentley is an A & E firm, we require fewer sub-consultants on our team, which facilitates streamlined communication.**



MEETINGS We employ a combination of in-person and online meetings in our workflow. During the initial Plan and Concept phases (described in the Bentley Design Process that follows), all meetings will be in-person to facilitate the necessary detailed facility design discussions. During the Develop phase, we propose to hold in-person meetings to discuss review comments following milestone submittals and critical technical meetings to include MEP-specific systems, interior finishes and furniture and technical site review. These meetings will be supplemented with online discussions using Microsoft Teams. Online meetings offer the ability to discuss project issues as a group while also saving time for all involved and can be focused on minor topics that do not require a full, in-person meeting. Furthermore, Bentley is prepared to adapt as needed to the ongoing Covid-19 pandemic. We are fully capable of conducting all meetings online should the need arise.

COORDINATION Bentley will be responsible for coordinating all activities during the design process to maintain the scheduled completion of the design and construction documents for permitting, bidding and construction. Bentley will plan and coordinate meetings with the stakeholders and permitting authorities as needed; track project decisions and action items; and coordinate all design team tasks and activities to keep the project on schedule.

RECORDING Bentley will take responsibility for recording project details in writing to ensure that information is distributed to the City and the design team in an orderly manner. Any design decisions or changes to scope, schedule or budget will be recorded in the form of a Decision Log. This approach ensures that all parties are working from accurate information.

MONITORING Throughout the project, we will review the Production Schedule monthly and the Decision Log weekly to ensure the schedule is maintained and all design decisions are tracked to completion.

REPORTING Bentley will provide a monthly Progress Report to document project activities, updates to the decision log, status of risk items and schedule compliance.



BENTLEY'S DESIGN PROCESS: PLAN, CONCEPT, DEVELOP & BUILD.

PLAN Planning how the project will be executed is of critical importance to coordinate all the necessary activities and keep the project moving forward on schedule and within budget. This phase will include an introductory kickoff meeting during which topics, such as project goals, schedule, quality control reviews, budget, risk assessment and process protocols will be discussed and established. Bentley will follow up shortly thereafter with a proposed detailed production schedule. The production schedule will include dates for all key activities, including design programming, review meetings, milestone submittals, quality control reviews, budget reviews and meetings with permitting authorities. Once the production schedule is finalized, **Bentley sends Outlook calendars to each of our design team members to ensure that they are aware of the key dates to maintain timely completion.** Throughout the project, Bentley reviews the schedule weekly to assess progress and make sure all activities remain on track for meet completion milestones.

CONCEPT Following the initial planning phase, if the work order is for a conventional building design project, we will collaborate with the City to create a detailed program for the building and site design tailored to the work order scope. During this programming phase, we will closely examine the functional requirements of the facility as required by the task work order scope. During programming, each element is discussed to verify your needs. These functional requirements will include staff quantity and organization, preferred adjacencies, equipment requirements, discussion of preferred structural and MEP systems, site circulation, utility and feature requirements. From the program, we will develop conceptual building and site plans to review with the City and modify as needed until an acceptable design solution has evolved. Concepts will be developed using Revit and visualized with Sketchup and Twin Motion rendering software to facilitate City review.

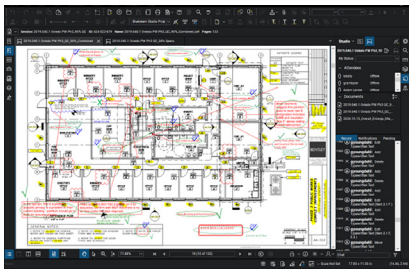
DEVELOP Once the City approves the proposed Concept design solution, Bentley will proceed with developing Construction Documents through 30%, 60%, 90% and Final phases. The 30% (Schematic Design) documents will further develop the conceptual site and building plans to include additional detail and finalize the design approach. During this phase, pre-application meetings and early meetings with permitting authorities will also occur to uncover and resolve any permitting concerns. Moving forward to 60% (Design Development) documents, all building and site disciplines will further the design and plans preparation to include construction details. We will also investigate the proposed design products to coordinate constructability and begin technical specification development. The 90% (Construction Documents) will complete all the technical drawings and specification documentation. If deemed preferable by the City, we can submit the 90% building and site documents to all permitting authorities for Permit Review to reduce the production duration. Final documents will include incorporation of City and permitting authority review comments. Each milestone submittal will be proceeded by detailed Quality Control and Budget reviews. Similarly, each milestone submittal will include cost estimates and Design Documentation for City review and approval to proceed.

BUILD The Build activities include both bidding and construction activities. Bentley will participate in the pre-bid meeting to answer technical questions, review and respond to bidders' Requests for Information (RFI's), issue bid addenda and assist the City with evaluating bids. Upon project award to the Contractor, Bentley will work with the City throughout the construction phase to ensure the facility is constructed to meet the City's Design and Quality requirements.

Bentley team members will participate in progress meetings and site inspections to ensure compliance with the construction documents, review RFI's and shop drawings and provide final completion inspections. Bentley also recommends conducting an 11-month post-occupancy review to confirm the facility is operating satisfactorily and identify any adjustments to subsequent facilities.

BENTLEY'S COMMITMENT TO QUALITY

QUALITY CONTROL The Bentley team recognizes that a quality assurance program is a necessity to ensure biddability. Bentley quality control reviews are implemented using Bluebeam software. The advantages to this approach are simultaneous project review by all disciplines, active alerting features that reviewers can use to notify multiple disciplines of key coordination items and a trackable record of quality assurance activities.



Our typical production schedule specifically includes a two-week quality control/quality assurance (QC/QA) review period, **using our comprehensive QC/QA plan** prior to each submittal milestone. Each of our subconsultants must follow Bentley's QC/QA policy and sign certification forms confirming the QC/QA review has been properly completed for each phase of the project. Bentley also employs a coordination checklist of key items for the plans and technical specifications to ensure key items have been included and properly coordinated between disciplines. Bluebeam QC/QA cloud session invitation can be extended to the City Project Manager if so requested.

BUDGET REVIEWS Bentley has engaged **Blue Cord Professional Services (BCPS)** to perform budget reviews and cost estimating for this project. BCPS's approach to providing budgeting level estimates is to estimate a realistic baseline cost for the potential project based on the best available information, considering existing conditions and development challenges. The approach to planning level estimates is to provide a realistic programming budget that is valid as the project's life cycle moves forward toward identifying funding sources, design and implementation. Close monitoring of the project cost will be a key point of emphasis for the Bentley team. As project development continues, any previously unprogrammed items proposed for addition to the design will be assigned a cost. These items will be prioritized in conjunction with the City for consideration as to whether they fall within budget, require additional funding or take precedence over other items that must be removed to maintain budget.

SUB-CONSULTANT COORDINATION Our sub-consultants provide specialized expertise in their respective disciplines and are an important part of the overall project success. At the beginning of each project task, we will identify the necessary sub-consultants and define their role in the project to ensure that their services are appropriately directed. Gary will monitor the progress of sub-consultants' work through the interim project meetings and submittals. If it appears that a sub-consultant is falling behind schedule or not meeting the project objectives, Gary will bring on the necessary support so as not to delay the project. Gary will maintain communication with the City's project manager to ensure the sub-consultant coordination. Sub-consultants are required to provide meeting minutes to Bentley for incorporation into the overall meeting minutes. Having the sub-consultants provide their understanding of the issues, rather than the project manager summarizing the discussion in writing, helps ensure our sub-consultants' accurate understanding of the issues.

EVALUATION/STUDIES Our team has worked on numerous evaluations and studies over the course of the many continuing contracts we have held. We believe in meeting with project owners as well as the stakeholders end users when evaluating existing facilities or project needs. Services for the investigation and assessment of building envelopes, building systems, master planning and other specialized types of analysis and reporting involve the 4-part process previously described, that includes defining the task and planning it, data collection, evaluation/assessment and conclusions.

After the task is defined, a data collection approach is selected; this approach will vary based on the type of evaluation. Generally, the data collection phase will include desired use information from stakeholder interviews, user surveys and meeting with department officials. If the task involves building envelope or other physical facility issues, observation of existing physical conditions and existing design documents will be critical. Once data collection is complete, we will proceed with review and evaluation to devise planning goals or suggested repairs, as appropriate to the task. If the evaluation pertains to a potential repair issue, Bentley will provide an estimated cost for each repair as well as suggest long-term alternatives that may improve the life span of the building. In either case, the entire process will be documented in the form of a written report in the form most appropriate for the City's use. We will also meet with all parties at the conclusion of the study to explain the process and results and address any review comments or adjustments that might be necessary.

ENGINEERING CONTINUING SERVICES

UNDERSTANDING OF TASK WORK NEEDS Once we complete the Project Plan and a Task Work Order is issued, we will begin work on the project. Upon receipt of a task work order, Molly deVivero, PE will hold a project kick-off meeting with all involved team members to discuss the project schedule and critical path elements. From that point on, Molly will monitor the project's progress and keep the City updated as to its status.

Bentley understands that task authorizations may include pavement rehabilitation projects, stormwater management design, stormwater conveyance, environmental services, design of drainage structures, sidewalk construction and/or replacement, new guardrail installation or replacement, safety improvements, intersection improvements and bridge and/or culvert replacement or rehabilitation. In general, Bentley will provide the following engineering design services to complete a task authorization: data collection, design analysis, design documentation preparation, computation book preparation, typical section package preparation, pavement design package preparation, hydraulic report, geotechnical report, design and right of way surveys, structural design and analysis, plans preparation, cost estimating, specification preparation, permitting and bid assistance.

DATA COLLECTION Following the project kick off meeting, the EOR and design staff will begin the project coordination and data collection process. Engineering staff members will contact City Departments as necessary to obtain existing documents, data and feedback on existing conditions. Engineering staff members will also begin obtaining data from agencies and technical publications. Scheduling pre-application meetings with local agencies will occur early in the design data collection process to control and manage field investigation man-hours. Coordination with team subconsultants is critical at this stage to ensure effective data collection and review of data collected to move forward with preliminary design.

Bentley will coordinate geotechnical investigations by providing boring location sketches to facilitate the work needed. Bentley will coordinate with the survey staff in the office and in the field, if necessary, to ensure that critical elements are collected. Bentley will coordinate with environmental consultants and ensure effective communication and coordination between environmental team members and survey team members.

PRELIMINARY ENGINEERING If appropriate for the level of project complexity, a preliminary design (15% design stage) set of documents will be submitted to the City's Project Manager for review. The 15% design stage components will not necessarily consist of a set of plans but plan sheets within a bound narrative explaining the field conditions, impacts to the project scope, impacts to project goals, the direction Bentley will be pursuing to complete the project, an updated opinion of cost and an updated schedule. If this phase is warranted it is typically a critical milestone to the project and requires the input of all project stakeholders. Projects that typically warrant a 15% preliminary design phase will then proceed with 30%, 60%, 90%,100%, Final and Bid Document phases. The number of phased submittals will be determined during the task scoping and solidified

prior to the start of any design.

CONSTRUCTION DOCUMENTS Component plan sets of the construction documents will be based upon the scope and goals of the project. The quantity of plans to be produced will be determined based on providing those that are necessary to cost effectively scope, quantify and construct the project. The construction plans will be prepared at an appropriate plan scale to clearly define the work. The construction documents will include Specifications and/or Technical Special Provisions. All specifications shall be provided in Microsoft Word format and will be in accordance with the standards of the City's Purchasing and Contracts Division.

DRAINAGE AND STORMWATER MANAGEMENT DESIGN AND CALCULATIONS All drainage and stormwater management design will be consistent with City's standards and criteria and the criteria of the St. Johns River Water Management District (SJRWMD) and Florida Department of Transportation (FDOT) as applicable. Bentley will approach all drainage design with the intent of avoidance and minimization of right of way impacts. All drainage and stormwater management design will be summarized in a drainage design documentation report. The drainage report will be prepared for each phased submittal and for permitting.

MAINTENANCE OF TRAFFIC (MOT) A safe and effective traffic control plan with minimal impacts to all forms of traffic is important to every project. For off system projects, the point of ingress and egress to the project site is no less important and Bentley will address the traffic control plan for these conditions within the construction documents.

PREPARATION OF PERMIT PACKAGES AND PERMIT ADMINISTRATION For projects requiring permitting packages, draft permitting packages will be included in the Phase II plans submittal for review. The permit package may be submitted to the local agency as soon as Bentley addresses any 60% City comments. Early submittal of permitting packages to local agencies will help expedite the permitting process. Bentley will prepare comment responses for any comments issued within any requests for additional information (RAI). Bentley staff will coordinate with the City's project manager upon receipt of any RAI's and will submit all RAI packages to the City's project manager prior to re-submittal to the local agency. Preparation of permit packages may be included for the SJRWMD, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation, the United States Army Corps of Engineers (USACE), Seminole County or the Federal Emergency Management Agency (FEMA).





Florida Turnpike Enterprise - SunTrax Phase I
Seminole County -Natural Lands Enhancements

PREPARATION OF BID PACKAGES AND BID ASSISTANCE Bentley will prepare bid packages comprised of the approved Final Plans and Specifications. Bentley will be available to attend and assist the City's project manager at pre-bid meetings and in the review bid proposals.

GEOTECHNICAL We understand that the City's contracted firms will provide geotechnical engineering services as required for this contract. Depending on the task, we anticipate initial geotechnical tasks for these projects to include review of all available project information including any pertinent Public Works Department records such as construction and maintenance records.

A site investigation will be conducted to gain advance knowledge of the site conditions. The site investigation will assess existing site conditions with respect to the anticipated geotechnical scope, including MOT and property access concerns for the field exploration program, type of field and laboratory investigation required, foundation design and project construction considerations. A geotechnical report will be prepared containing a synopsis of available project information, results of field and laboratory tests, assessments of the existing subsurface conditions and their influence on the project (beneficial or detrimental) and detailed recommendation for civil and structural design.

SURVEY We understand that the City's contracted survey firms will provide surveying, mapping and subsurface utility engineering services as required for this contract. Depending on the task, we anticipate initial survey tasks for these projects would include research of existing City records to obtain right-of-way maps, subdivision plats, easements and other GIS data. The research data will be used in conjunction with the field surveys to establish the limits of right-of-way along the project corridor.

SIGNALIZATION We will prepare traffic signal design plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation and City standards. The signalization plans include tabulation of quantities, general notes, plan sheets, mast arm or concrete pole details and interconnect plan sheets. The plan sheets establish the layout of the proposed signal poles, signal heads, loops, pedestrian detectors and signals, conduits and pull boxes, fiber optic cable interconnect and service points.
Early coordination and identification of potential overhead and underground utility conflicts is crucial in meeting the project schedule and the delivery of the proper mast arm pole structures. The use of Subsurface Utility Exploration (SUE) and ground penetrating radar has become effective techniques to confirm the presence of underground utilities that may potentially affect the placement of signal poles.

Maintaining effective traffic signal control during various phases of construction is an important element in the design process. We recognize this design criteria and will develop the maintenance of signalization as part of the project's traffic control plans. Where feasible, our approach will be based on using the existing signal assembly for as long as feasible in the early phase of construction. During the latter phase, the use of temporary signals or partial elements of the future signals wil be considered. Vehicular detection will be maintained using overhead-mounted video detection. Similarly, pedestrian detection will be maintained during construction.

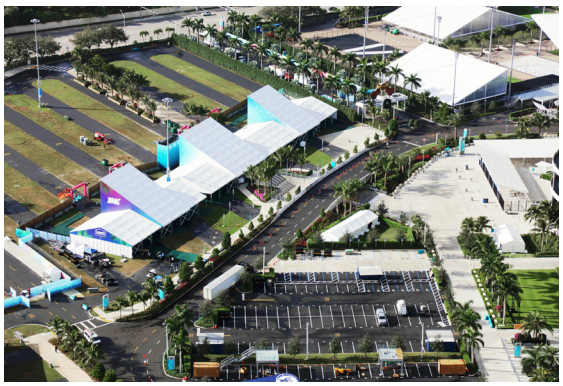
DESIGNING AND PAVEMENT MARKING PLANS We will prepare roadway signs and pavement marking plans in accordance with the MUTCD, FDOT and City standards. The signing and marking plans include tabulation of quantities, general notes, plan sheets, and guide signs work sheets. The plans include the design of pavement markings (i.e., placement of longitudinal and transverse markings, color, width), gore areas, RPMs, ground mounted and overhead signs, sign layout, pedestrian and bicycle markings and special details.

UTILITY COORDINATION SERVICES We will provide proactive utility coordination services. Upon notification of a potential task work order scope, Bentley will generate a Sunshine One Call Design Ticket to document registered utility owners or agencies with the project limits. We will also conduct a field review to determine if there is visual evidence of unregistered utility owners or agencies. Our utility coordination begins with our initial plans. We will send out a copy of the initial plans with cover letter to the utility owners, requesting markups of their facilities within the project limits and GIS information. Throughout the design development and construction document preparation process, we will continue to notify the utility owners of the design. The goal is to avoid utility conflicts, but if they are unavoidable, these conflicts will be coordinated with the utility owners beginning at the 60% plans stage to obtain utility work schedules or utility work by contractor agreements if appropriate. The construction documents will document the disposition of utilities within the project limits.

ENVIRONMENTAL SCIENCES We understand that the City's contracted environmental firms will provide consulting services as required for this contract. The goal of all projects will be to avoid or minimize impacts to wetlands and habitat. When impacts cannot be avoided the Bentley team will coordinate with the City and jurisdictional agencies as early as the pre-application meeting stage.

Early coordination with the governmental agencies is important in the approach to environmental permitting for miscellaneous projects both large and small. This coordination typically includes pre-application meetings with, or letter notification to, the appropriate regulatory agencies. This will introduce the project to the agencies and help gain an early understanding of specific concerns that each agency may have and how their permitting thresholds might by triggered be the particulars of any specific project. This will also assist in the focus of preliminary investigations that are needed by each of the team's disciplines. Agencies to contact would likely include the U.S. Army Corps of Engineers (Corps), the St. Johns River Water Management District (SJRWMD)/Florida Department of Environmental Protection (FDEP), the U.S. Fish and Wildlife Service (Service) and the Florida Fish and Wildlife Conservation Commission (FWC). Coordination between all the team members (engineers, planners, geotechnical, biologist/wetland ecologist) is equally important to provide information for use and incorporation into design alternatives. Field surveys will be conducted to identify the limits of all Federal and State jurisdictional wetland areas within or adjacent to the project corridor and to qualitatively identify the potential for presence of Federal or State listed plant or animal species. Understanding how the confirmed presence of one or more of these natural resource features influences a project's ultimate design is an important part of the design process. Pursuing the notion of lowest level of permitting possible is also important in ensuring the timely delivery of project plans, while also considering the short-term and long-term implications of project alternatives and the associated permitting efforts. Qualifying for exemptions, noticed General permits and Nationwide permits are the primary objective before moving forward with a plan that would require the more intensive effort required for an Individual ERP from SJRWMD and Section 404 permit from the Corps.

BRIDGE/MISCELLANEOUS STRUCTURES DESIGN Bentley's structures group will provide bridge design for this contract. Bentley will attend the initial field reviews as necessary for the individual projects to properly estimate the type of structure work that will be required. Once the work is underway, we will provide input at each stage of plans development to make sure the structures are constructible and coordinated with the roadway, traffic control plans, and other disciplines. Bentley is experienced in reviewing and inspecting existing structures. Often an existing signal or sign structure was designed under an older code with lower wind speeds. Bentley will perform a detailed analysis (if necessary) to determine if the structure needs to be strengthened to bring it up to current codes or if it is adequate in the current condition. Bentley will review the existing bridges within task assignments and coordinate with the City regarding load ratings and the need for any repairs such as expansion joint replacement and patching of spalls.





Hard Rock Stadium Pedestrian Bridges and Tunnels

POST-DESIGN SERVICES Post-design services will be negotiated with the City based on the nature and complexity of the construction of the task assignment. Bentley has extensive experience providing post-design construction administration services for continuing contracts. Bentley will perform site inspections and attend all post-design pre-bid, pre-construction and progress meetings as defined during the task authorization negotiations. Bentley will respond to any requests for additional information/clarification (RFI) in a proactive and timely manner. The same policy will be followed for the review of shop drawings or review of unforeseen conditions. A proactive approach to post-design services is critical to maintain construction schedule and avoid costly time delays and back charges to the City. Bentley will review all pay request and any claims or change orders to determine the validity of the claim. At project close out, Bentley will be available to assist and attend project substantial completion review, preparation of punch list items and will prepare of Certifications of Completion of Construction.

CONSTRUCTION PLAN REVIEW Bentley will provide construction plan review services for the City. This effort will be initiated by meeting with the City's project manager to review the original design scope of services and the intent of the project. Bentley will review all construction documents/ plans with respect to use and implementation of the appropriate design criteria, the document's ability to address the project goals, the cost effectiveness of the design approach, constructability, permitting potential, construction cost and construction schedule.

COST-EFFECTIVE ENGINEERING SERVICES Bentley understands that cost effective engineering requires efficiency in design, efficient and value engineered designs and the monitoring of construction budgets during design. Cost control begins at the design phase with proper staffing, proactive project management, and quality control. Bentley has the experienced technical and management staff required for successful project delivery and completion. Designing to established and documented criteria is a design cost savings. Whether project specific criteria are City, County or the Florida Department of Transportation, the saving is the same because documented and vetted design details are utilized thereby saving time and money in design fees associated with detailing and specification writing. However, Bentley understands that conditions do arise for project specific designs requiring the development of details and specifications. For these types of projects, Bentley specifies and utilizes readily available and governing agency approved materials to control construction costs.

Bentley understands that project quality control and assurance is another key to cost control by minimizing the opportunity for change orders. Bentley implements a stringent quality assurance program for each project we undertake. For unforeseen field conditions, we proactively work with the Owner and Contractor to resolve resulting issues to avoid or minimize additional construction costs.

Bentley uses a customized version of Deltek Vision to track project costs, provide project performance reports as well as billing information. We utilize the Resources Planning feature within Deltek to continuously track our financial performance and productivity. The resource planning system is accessible by all project managers throughout the company and serves as the primary means of tracking and evaluating our staffing needs. Updated monthly by the project managers, the resource planning system forecasts our workload for the upcoming six-month period.

PRACTICAL SOLUTIONS Cost-effective design solutions are critical for the success of any project and are a key element in the control of construction costs. Bentley is experienced with the great variety of projects that may be assigned under continuing contracts. We know how to identify project tasks, predict long-lead items and coordinate with facility users to circumvent potential project difficulties. Generally, renovations and rehabilitations are a substantial part of continuing contracts. If not properly planned, the project may negatively affect the work of the facility's users. Bentley is well-versed in phased construction and keeping operations open throughout the construction period through means of detailed phasing plans and maintenance of traffic for both pedestrians and motor vehicle traffic.

3 PROJECT APPROACH / MANAGEMENT

A sample of specific examples of cost-effective engineering practices and designs Bentley has implemented on past projects include the following. The first group of practices are those that have been implemented on numerous projects. A sample of project-specific solutions follow.

- Bentley's utilization of recycled concrete base material for projects with shallow ground water tables is a cost-effective solution. Bentley has successfully used recycled base material on numerous parking lot and roadway facilities.
- All Bentley pavement sections, flexible and concrete, are designed for the specific use, the design vehicle, traffic volumes and the required design life of the facility. Bentley has extensive flexible and concrete pavement design experience, including the remediation of facilities that have failed due to poor construction controls or poor design by others.
- All Bentley designed storm sewer systems utilize the optional pipe material appropriate for the soil and environmental conditions. Proper location of storm structures is critical. Proper location and sizing saves construction costs and reduces long term maintenance and repair costs. The appropriate location of storm structures is in part dictated by the use. Locating structures outside of heavy wheel paths saves costs in structure fabrication, installation, and long-term maintenance costs. Locating structures in previous areas can mitigate construction costs, while decreasing the projects directly connected impervious area thereby improving the stormwater management design.

STAFF AND PROJECT EXPERIENCE Bentley has the experienced staff required for to meet project schedules and work within project budget constraints. Our engineering staff members total fourteen (14) professionals. Our civil staff includes six (6) professional engineers and three (3) engineering interns. Our civil staff has extensive experience in roadway, pedestrian facility, government facility, land development, park, and utility design as well as utility coordination. Our structural staff includes three (3) professional engineers and two (2) engineering interns. Our structural staff has extensive experience in park, building, miscellaneous structure (sign structures, lighting, signal, etc.), retaining wall, gantry, bridge and pedestrian facility design.

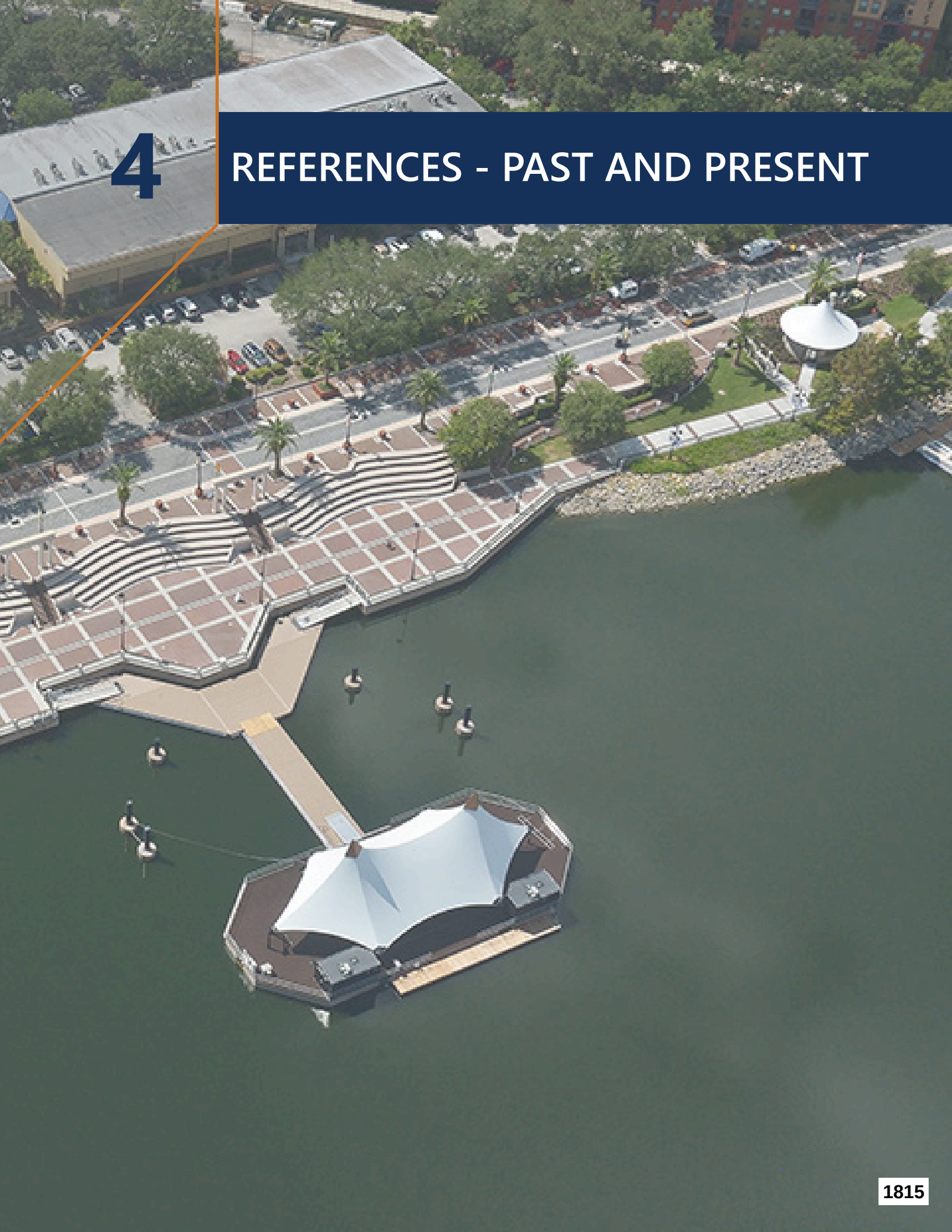


Hard Rock Stadium
Pedestrian Bridges and Tunnels

These Bentley professionals were key staff members for our Florida's Turnpike Enterprise SunTrax Phase 1 Operations and Storage Facility, Florida's Turnpike Enterprise SunTrax Phase 2 Infield, City of Miami Gardens Hard Rock Stadium Pedestrian Tunnels and Bridges, City of Casselberry Public Works Facility, City of Altamonte Springs Westmonte Park Reconstruction, Florida Department of Transportation I-75 Sumter County Rest Areas, Florida Department of Transportation A1A Sidewalk, City of Gainesville East Side Operations Facility, Florida Department of Transportation SR 30 Reconstruction, and Florida Turnpike Enterprise Polk Parkway Toll Facility projects.

These projects all had two things in common: they were all completed on time and within budget. Both SunTrax projects and the Hard Rock project had challenging accelerated schedules that the above group of professionals had no issue meeting. The scope of our Polk Parkway project was drastically changed after our Phase III plan submittal, due to significant pending criteria changes. However, the original plans production and letting date could not shift due to the late redesign. Bentley met the challenge and delivered the site plan on time and within budget. Our recent Consultant Quality Evaluation documents a score of 4 out of 5 for the "Ability to effectively administer construction contracts and keep the construction project on schedule." In addition, the Department made special note to mention "Bentley went above and beyond to coordinate with Central Office, Turnpike Specifications, and Tolls Design to coordinate, develop and submit new tolling pay items with quantities and still deliver on schedule."

4 REFERENCES - PAST AND PRESENT



A&E SERVICES FOR VERTICAL CONSTRUCTION PROJECTS

VOLUSIA COUNTY, FL





Client Name:
County of Volusia

Contact Information:
Laura Laser, AIA
Senior Architect, Volusia County
P: 386.736.5967 x 12323
E: llasser@volusia.org

Dates:
2015 - 2020; (2) two renewals for
(1) one year each

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Danielle van de Loo, PE, Civil Engineer
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Project Status: Completed - Past Reference

Project Narrative:
The following projects are samples of our work under our **continuing contract:**

» **City Island Library:** Bentley provided an assessment of flood control measures for the City Island Library. The project included an assessment of the existing building envelope for anticipated future flood damage threat and potential mitigation methods to reduce the flood threat. Bentley coordinated the work with a marine engineering consultant and various manufacturers for passive flood control assemblies that could remain in place. Following the assessment, Bentley prepared construction documents for replacing the Library's existing doors with permanent glass flood barriers and pedestrian flood doors to minimize water intrusion into the building during flood events.

» **Spruce Creek Water Treatment Plant Reroof:** Bentley worked closely with Volusia County Engineering and Construction to replace an asphalt shingle roof at the end of its useful life on the water treatment plant. The design included new asphalt shingles, fascia, gutters, downspouts and splash blocks. The project faced material challenges and was completed during Covid-19 material shortages in 2021.

GAINESVILLE FIRE STATION NO. 1

GAINESVILLE, FL











Client Name:
City of Gainesville

Contact Information:
JoAnne E. Rice, Retired Deputy Fire Chief
P: 352.514.9718; 850.755.7320
E: jerice@cox.net;
joanne.rice@myfloridacfo.com

Dates:
Completed 2018

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer

Other Team Members: Salas O'Brien, Ramski & Company, FCM Engineering

Project Status: Completed - Past Reference

Project Narrative:
The scope of this project included the design, permitting and construction administration for a **new fire station** for the City of Gainesville. The station includes typical fire station living quarters and operational offices, training room, 5 drive-thru apparatus bays and associated support spaces for laundry, equipment repair and storage functions, and various features to facilitate training. In addition to the fire station operational functions, this facility also serves as administrative **headquarters**, and includes offices for the Fire Chief, Deputy and Assistant Chiefs, fire inspectors and investigator and administrative support personnel, as well as conference and other support spaces. The fire station is a category IV emergency facility designed to resist a 135 MPH ultimate wind speed. Bentley master planned the 1.5 acre urban site that includes on-site stormwater retainage. Salas O'Brien designed the back-up generator with on-board fuel storage and automatic start. Ramski & Company designed the interior spaces. **Firehouse awarded the project the Career 1 Notable Award.**

FIREHOUSE SDA Station Design Awards

PROFESSIONAL A&E SERVICES - VARIOUS CITY BUILDINGS

ALTAMONTE SPRINGS, FL







Owner Name:
City of Altamonte Springs

Contact Information:
Steve Falk
Director of Leisure Services
P: 407.571.8733 E: SFalk@altamonte.org

Dates:
2013 - Present; 7 total (2) two year, (1) one year and (4) six month renewals

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Danielle van de Loo, PE, Civil Engineer
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Other Team Members: Salas O'Brien
Project Status: Ongoing - Present Reference

Project Narrative:
As part of **continuing contract with the City of Altamonte Springs,** Bentley provided architecture and engineering services for various city buildings, including the following projects among many others.

- **Westmonte Park Redevelopment:** The redevelopment included a new multipurpose pool, new community center, new pavilion structures and new outdoor bathrooms building. Site improvements include an expanded parking area, new driveways, park sidewalks, tennis courts, pickle-ball courts, basketball courts and bocce courts. An underground stormwater management system was constructed under the parking and under the multipurpose field.
- **Cranes Roost Park Renovation:** Design included new roadway pavers, reconstruction and widening of park sidewalks, and installation of pavers throughout the Eddie Rose Amphitheater as well as the complete replacement of one of the two boardwalks spanning the Cranes Roost lake and the partial replacement of the other. A floating stage was rehabilitated as part of the project to include a new green room and bathroom facilities within the floating stage.

SUNTRAX VEHICLE TEST FACILITY - PHASES 1 & 2

POLK COUNTY, FL





Client Name:
Florida's Turnpike Enterprise (FTE)

Contact Information:
Florida's Turnpike Enterprise (FTE)
Josh Pedersen, Design Project Manager
Todd Kelly, Construction Project Manager
P: 407.264.3438; 407.264.3370
E: todd.kelly@dot.state.fl.us

Dates:
2019 - Present

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer
Austin Granger, EI, Architect Intern

Other Team Members: Salas O'Brien, Ramski & Company

Project Status: Under Construction - Present Reference

Project Narrative:
As part of a **continuing contract with Florida's Turnpike Enterprise**, Bentley served as the Architect and Engineer of Record for several new buildings that are part of the SunTrax Test Facility, a large-scale, cutting edge facility dedicated to the research, development and testing of emerging transportation technologies in safe and controlled environments. SunTrax includes a 2.25-mile oval track on a 400-acre site in Polk County designed to support high-speed testing of toll technologies, with multiple lanes and parallel tolled express lanes similar to those being constructed on many current highway widening projects throughout the state.

Phase 1 included Administrative and Warehouse facilities, sitework and toll equipment buildings.

For Phase 2, we served as part of Jacobs' design team to develop the 200-acre infield of the track which is expected to become a hub for automated and connected vehicle testing. Bentley's scope for Phase 2 includes continued partnership with FTE and Florida Polytechnic University as the the Architect and Engineer of record for the maintenance building, central utilities plant, workshops A & B, 8 vehicle support structures and guardhouse.

Slated to be complete by Spring 2022, SunTrax's 200-acre infield will feature various segmented testing environments to aid in the study of tolling technology, intelligent transportation systems and autonomous vehicles.

CASSELBERRY PUBLIC WORKS FACILITY

CASSELBERRY, FL





Client Name:
City of Casselberry

Contact Information:
Mark D. Gisclar
Public Works Director
P: 407.262.7725 x 1234
E: mgisclar@casselberry.org

Dates:
2019 - Present

Key Staff:
Gary Kranston, RA, Project Manager (PM)
Molly deVivero, PE, Task Work Order
Carlos Rexach, PE, Civil Engineer
Brenton Daily, PE, Structural Engineer
Joey Paleveda, PE, Structural Engineer
Gene Youngdahl, Senior Architectural Designer

Other Team Members: Salas O'Brien

Project Status: Under Construction - Present Reference

Project Narrative:
The Project consists of the phased demolition and renovation of the City's existing Public Works Facility to include a new Administration/Workshop Building, a Fleet Maintenance Building, a Chemical Storage Building and Covered Equipment Parking. In addition, the site will be developed to include new paved parking areas and driveways, emergency generator, dumpster enclosure, perimeter fence with sliding gate, and all necessary site and building utilities and infrastructure. Work also includes replacing the existing radio antenna and re-locating the existing 11,000 gallon above ground fuel tank and pumps.

This CMAR project included the conceptualization, planning, design and construction administration. The new facilities were constructed on the City's existing public works facility site and constant coordination between the City and the contractor was critical to ensure all construction activities did not impact the operations of the existing site. The project included a 33,000 SF Administration Building and a 16,000 SF Fleet Maintenance Building, both of which were designed as concrete tilt wall structures. Additionally, there was a covered parking area, retaining wall and relocation of the existing refueling facility.

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

651 W. Warren Avenue

Suite 200

Longwood, FL 32750

Check [ ] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

Bentley Architects + Engineers, Inc.
Firm Name

Gary Kranston, RA, VP of Architecture
Printed Name and Title of Authorized Representative

Signature

02/07/2022
Date

State of Florida
The foregoing instrument was acknowledged this 07 day of 02, 2022, by Gary Kranston, who personally appeared before me and acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.
Signature of Notary Public
CYNTHIA FUOCO
Print, type or stamp Commissioned Name of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
CYNTHIA FUOCO
Notary Public - State of Florida
Commission # GG 366689
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2021.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

Proposer Signature

Bentley Architects + Engineers

Firm Name

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Revised Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2022.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

Proposer Signature

Bentley Architects + Engineers

Firm Name

ADDENDUM 1

VENDOR INFORMATION

BID #:	RFQ 10-22-ENG
BID TITLE:	Continuing Professional Architectural Services

Respondent Information

Company Name: Bentley Architects + Engineers, Inc.	Federal Employer Identification Number or SS Number: 59-3045321 DUN Number: 137396222
Mailing Address: 651 W. Warren Avenue Suite 200	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Longwood, FL 32750	Incorporated in the State of: Florida
Corporate Address: 651 W. Warren Avenue Suite 200	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code: Longwood, FL 32750	State of Florida Department of State Certificate of Authority Document No: S27627
Telephone No.: 407.331.6116	
Email Address: gary@baeonline.com	

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: William Bentley, PE
Vice President: Molly deVivero, PE
Secretary: N/A
Treasurer: N/A
Other: Gary Kranston, RA
Other: Brandon Bentley, PE, Brenton Daily, PE

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Gary Kranston, RA
Printed Name

Title: Vice President of Architecture

Date: 02/03/2022

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bentley Architects + Engineers, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

651 W Warren Ave, Ste 200

Requester's name and address (optional)

6 City, state, and ZIP code

Longwood, FL 32750

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	3	0	4	5	3	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** William Bentley **Date ▶** 12/20/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 02/14/2022

VENDOR NAME: Bentley Architects + Engineers, Inc.

VENDOR DBA: Bentley Architects + Engineers, Inc.

PRODUCT/SERVICE PROVIDED: Architecture, Civil Engineering, Structural Engineering, Transportation Engineering

DEPARTMENT: Architecture

PREPARED BY: Gary Kranston, RA

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
561 W. Warren Avenue	561 W. Warren Avenue	561 W. Warren Avenue
ADDRESS	ADDRESS	ADDRESS
Suite 200	Suite 200	Suite 200
Longwood, FL	Longwood, FL	Longwood, FL
CITY/STATE	CITY/STATE	CITY/STATE
32750	32750	32750
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Gary Kranston

E-MAIL: gary@baeonline.com

OFFICE PHONE: 407-331-6116

FAX: N/A

MOBILE PHONE: N/A

FEDERAL TAX ID#: 59-3045321

DUNS Number: 137396222

CONFLICT OF INTEREST STATEMENT

State of Florida: City of Longwood

Before me, the undersigned authority, personally appeared Gary Kranston who was duly sworn, deposes, and states:

1. I am the Vice President of Architecture of Bentley Architects + Engineers with a local office in Longwood, FL (City & State) and principal office in Longwood, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 10-22-ENG, Continuing Professional Architectural Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

Gary Kranston, RA
Typed Name

VP of Architecture
Title

Signed

02/08/2022
Dated

Sworn to and subscribed before me this 8 day of February 2022.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Seminole

CYNTHIA FUOCO
Notary Public - State of Florida
Commission # GG 366689
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

Printed, typed, or stamped commissioned name of notary public

My commission expires: 10/29/23

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of FLORIDA

County of SEMINOLE

Gary Kranston, RA, being first duly sworn, deposes and says that:

He/she is Vice President of Bentley Architects + Engineers, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice President of Architecture
Title

Subscribed and sworn to before me this 08 day of February 2022.

Cynthia Fuoco

Controller
Title

My Commission Expires: 10/29/23

CYNTHIA FUOCO
Notary Public - State of Florida
Commission # GG 366689
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Gary Kranston, RA, VP of Architecture
(Print Individual's Name and Title)
for Bentley Architects + Engineers, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 651 W. Warren Avenue, Suite 200, Longwood, FL 32750

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3045321

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 08 day of February, 2023.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 10/29/23

CYNTHIA FUOCO
Notary Public - State of Florida
Commission # GG 366689
My Comm. Expires Oct 29, 2023
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT RENEWAL
FOR PROFESSIONAL ARCHITECTURAL SERVICES
CPH CONSULTING, LLC. (DBA; CPH, LLC.)

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for **PROFESSIONAL ARCHITECTURAL SERVICES**, via **RFQ 10-22-ENG**; and

WHEREAS, the City accepted the qualifications of **CPH CONSULTING, LLC.**, (Firm); and

WHEREAS, the parties desire to enter into the first of two (2) possible one (1) year renewals of the contract pursuant to the **RFQ.**

NOW, THEREFORE, THE CITY AND **CPH CONSULTING, LLC.,** AGREE AS FOLLOWS:

1. The City and **CPH CONSULTING, LLC.** agree to all the terms and conditions as stated and contained in the Professional Services Agreement, **RFQ 10-22-ENG**, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's **RFQ**, the **RFQ** Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the first of two (2) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CPH CONSULTING, LLC.

By: _____ 5/6/2025
Name and Title

Date: Nikhel Jindal, Chief Strategy & Success Officer

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date: _____
Carrie Avallone, Esq., City Attorney

END OF CONTRACT FOR SERVICES

HOURLY BILLING RATES

Effective: November 1, 2024

Category	Rate
Project Manager I	$200
Project Manager II	$225
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Manager I	$185
Manager II	$210
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Architect I	$185
Architect II	$210
Architect III	$235
Architect IV	$270
Architect V	$285
Interior Designer	$160
Designer I	$160
Designer II	$175
Designer III	$195
Designer IV	$205
Designer V	$220
Technician I	$110
Technician II	$135
Technician III	$160
CADD I	$120
CADD II	$135
CADD III	$165
Analyst I	$130
Analyst II	$145
Analyst III	$160

Category	Rate
Landscape Architect I	$165
Landscape Architect II	$190
Landscape Architect III	$215
Scientist I	$140
Scientist II	$170
Scientist III	$220
Planner I	$165
Planner II	$185
Planner III	$210
Discipline Manager I	$300
Discipline Manager II	$335
Principal Executive	$360
Administrative I	$100
Administrative II	$110
Administrative III	$125
Administrative IV	$140
Administrative V	$170
Project Administrator I	$130
Project Administrator II	$175
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Intern I	$80
Intern II	$95
Graphic Designer I	$160
Graphic Designer II	$170
Graphic Designer III	$185

Category	Rate
Construction Rep I	$155
Construction Rep II	$180
Construction Rep III	$195
Construction Manager I	$200
Construction Manager II	$220
Instrument Operator	$110
Crew Chief	$135
Surveyor I	$145
Surveyor II	$180
Surveyor III	$220
GPS Crew I	$185
GPS Crew II	$260
Survey Crew - 1 Man	$260
Survey Crew - 2 Man	$335
Survey Crew - 3 Man	$360
GIS Analyst I	$120
GIS Analyst II	$145
GIS Analyst III	$160
GIS Manager	$210

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.*

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Nikhel Jindal. I am over the age of Twenty-one years old. I am the Chief Officer (Title) of CPH Consulting, LLC (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: 05-06-, 2025

Signed: _____

Print Name: Nikhel Jindal

Title: Chief Strategy & Success Officer

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 6th day of May, 2025 by Nikhel Jindal as Chief Officer on behalf of CPH Consulting, LLC who is personally known to me or who has produced N/A as identification.

(Notary Seal)

Notary Public State of Florida
Cindy Valentin
My Commission HH 667150
Expires 4/21/2029

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term
Cindy Valentin

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Liberty Mutual Fire Insurance Company — 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: Indemnity National Insurance Company — 18468 INSURER F: RSUI Indemnity Company — 22314

COVERAGES **CERTIFICATE NUMBER:** W37152801 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		TB2-641-446161-054	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 25,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y		AS7-641-446161-044	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC 8344746-01	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC7-641-446161-064	12/31/2024	12/31/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Professional Liab incl Pollution			0313-8987	12/31/2024	12/31/2025	Each Claim Limit Policy Aggregate		$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

SR ID: 26998488 BATCH: 3756610

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.	CPH Consulting, LLC 500 West Fulton Street Sanford, FL 32771
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CITY OF NEW SMYRNA BEACH is included as an Additional Insured as respects to General Liability and Auto Liability

Blanket Additional Insured is included in the Professional Liability Policy under the Pollution provision only as required by written contract.

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company NAIC#: 18468
POLICY NUMBER: XS001814 24 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company NAIC#: 22314
POLICY NUMBER: NHA604323 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

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The ACORD name and logo are registered marks of ACORD

SR ID: 26998488 BATCH: 3756610 CERT: W37152801

AGREEMENT FOR CPH CONSULTING, LLC. (DBA; CPH, LLC.) CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of June, 2022, by and between **CPH Consulting, LLC. (dba; CPH, LLC.),** duly authorized to conduct business in the State of Florida and whose address is 500 West Fulton Street, Sanford, Florida 32771, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 10-22-ENG**, Continuing Professional Architectural Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement shall automatically renew for two (2) optional, automatic, (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 10-22-ENG**, Continuing Professional Architectural Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists

of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal w Fee Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

CPH, LLC.
David A. Gierach, President
(Name, Title)

CPH, LLC.
(Company)

500 West Fulton Street
(Address)

Sanford, FL 32771
(City, State, Zip)

407-322-6841
(Phone)

SECTION 9. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

Patricia Hunt, Secretary

Print Name and Title

CPH, LLC.

Authorized Signature

Peter-John F. Sutch, President/CEO

Print Name and Title

Date: 6/10/2022

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Date: June 14, 2022

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 6/28/2022

Purchasing Initials:

Dated: 6/20/22

REQUEST FOR
QUALIFICATIONS

CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

DUE DATE: 2.14.2022 | RFQ# 10-22 ENG













CPH, Inc. | 101 N. Woodward Blvd. Suite 305, DeLand, FL, 32720 |
386.736.4142 | info@cphcorp.com

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I INTRODUCTION AND REQUIRED DOCUMENTATION

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III PROJECT APPROACH / MANAGEMENT

IV REFERENCES - PAST AND PRESENT

V APPENDIX: FORMS

February 9, 2022

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

101 N. Woodland Blvd, Suite 305
DeLand, FL 32720
Phone: 386.736.4142
Fax: 386.736.8412
www.cphcorp.com

RE: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES | RFQ 10-22-ENG

Dear Selection Committee Members:

Thank you for the opportunity to express our interest in providing services for the Continuing Professional Architectural Services Contract. As a capable professional services firm with fourteen (14) offices, including two nearby in DeLand and Sanford, we have the project management skills and qualified personnel who will coordinate and carry projects forward to successful completion for the City.



MULTI-DISCIPLINARY FIRM WITH EXTENSIVE IN-HOUSE RESOURCES

CPH's architectural practice began in 2004 with the addition of one architect, and has grown to over 25 team members (including five (5) licensed architects). The firm also added in-house mechanical/electrical/plumbing engineers in 2012, and structural engineers in 2014. Combined with our already established design practice that included civil/utility/transportation engineers, planners, landscape architects, surveyors, and construction managers, CPH provides a comprehensive architecture and engineering team. Our team has been creating sustainable places to live, work, learn and play. Our portfolio of completed projects, has given us the insight and expertise that will allow us to successfully complete any project under this contract for the City of New Smyrna Beach. CPH's team has a high percentage of implementation as it relates to the master plans and concepts that have been imagined by our creative team. We understand how important it is to create a space that functions not only now, but for the long term.



LOCAL OFFICE WITH 250+ STAFF MEMBERS

During this time period, CPH has quickly become a leader in architecture, urban design, and interior space design. The team is fully staffed to provide Architecture, Urban Planning and Design, LEED® Analysis and Design, Master Planning, Interior Design, Urban Design, Programming, Space Needs Assessment and Planning, Cost Estimating, and Program Management services. Our architects have provided space planning and complete design services for over 300 buildings including numerous fire stations, EOC's, police stations, parks, public works facilities, fire aid centers, training facilities, and medical complexes. Our projects have included new projects as well as expansions and remodel programs. Our team has completed projects that range from gateway enhancements, fire/police stations, to historic renovation projects.

We appreciate the opportunity to submit our qualifications and look forward to working with the City of New Smyrna Beach.



CONTINUALLY RANKED IN TOP 500 DESIGN FIRMS IN THE UNITED STATES

Sincerely,
CPH, Inc.

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Vice President/Associate

CPH LICENSES

PROFESSIONAL ENGINEERS

Licensee Details

Licensee Information

Name:	**CPH, INC. (Primary Name)**
	CPH (DBA Name)
Main Address:	**500 W FULTON STREET**
	SANFORD Florida 32771
County:	**SEMINOLE**
License Mailing:	
LicenseLocation:	**500 WEST FULTON STREET**
	SANFORD FL 32772
County:	**SEMINOLE**

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**3215**
Status:	**Current**
Licensure Date:	**04/22/1981**
Expires:	

Special Qualifications	**Qualification Effective**

ARCHITECTURE



LANDSCAPE ARCHITECTS

Licensee Details

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**CPH, INC (Primary Name)**
	CPH (DBA Name)
Main Address:	**500 WEST FULTON STREET**
	SANFORD Florida 32771
County:	**SEMINOLE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Landscape Architecture Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current,Active**
Licensure Date:	**10/31/1995**
Expires:	

Special Qualifications	**Qualification Effective**

State of Florida
Department of State

I certify from the records of this office that CPH, INC. is a corporation organized under the laws of the State of Florida, filed on March 6, 1981.

The document number of this corporation is F22258.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2022

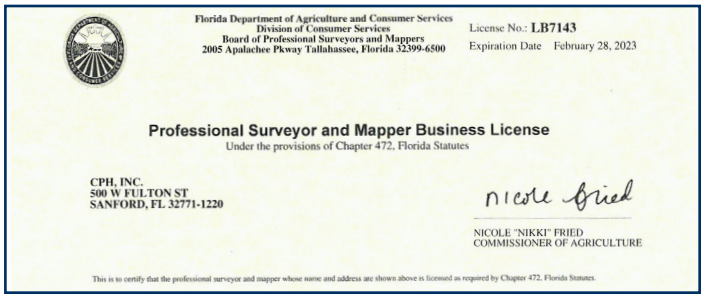
Secretary of State

Tracking Number: 7924078779CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SURVEYORS & MAPPERS


Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB7143
Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CPH, INC.
500 W FULTON ST
SANFORD, FL 32771-1220

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

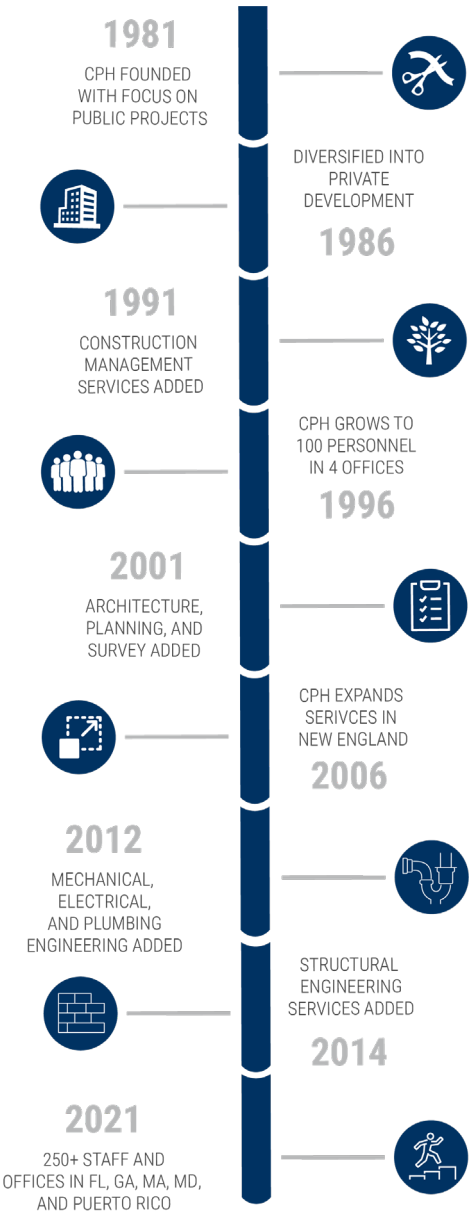
FIRM OVERVIEW

CPH prides itself in its capability to "provide quality and innovation for design and construction." In every aspect of the business, CPH takes pride in providing timely, cost effective and appropriate engineering services to support its clients and help them achieve their objectives. Known as a leading multi-disciplinary consulting engineering firm, CPH provides services in the following areas:

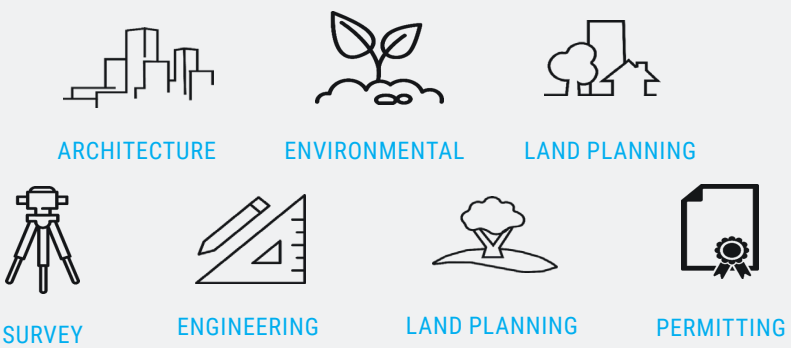
- Architectural Services/ Landscape Architecture
- Engineering Services (Civil, Structural, and Utilities)
- Transportation Engineering, including Traffic Planning and Design
- Construction Engineering and Inspection/Construction Management
- Master Planning
- Water/Wastewater/ Reclaimed/Stormwater Systems
- Hydraulics and Hydrology
- Environmental Sciences
- Land Planning/Zoning
- Surveying & Mapping
- Other related fields

The Firm has been providing services in the area since the 1960's and the Firm has been established since 1981 with 40+ years of experience as a privately-owned Florida Corporation. In keeping with the company's philosophy to assure responsive and cost effective service, CPH has grown with branch offices housing approximately 250+ employees in Florida, Georgia, Maryland, Massachusetts and Puerto Rico with the firm's Corporate Headquarters located in Sanford, Florida. CPH's commitment to providing the highest level of service in an affordable manner has been achieved through emphasis on personalized services and direct involvement of top level CPH personnel, especially the owners of the corporation.

CPH's architectural practice began in 2004 with the addition of one architect and has grown to over 25 team members (including five (5) licensed architects). The firm also added in-house MEP engineers in 2012, and structural engineers in 2014. Combined with our already established design practice that included civil/utility/transportation engineers, planners, landscape architects, surveyors, and construction managers, CPH provides a comprehensive architecture and engineering team. Our team has been creating sustainable places to live, work, learn, and play.



AREAS OF SERVICE



FIRM'S HEADQUARTERS:
500 W Fulton St. Sanford, FL 32771

LOCAL BRANCH OFFICE:
101 N. Woodward Blvd, Suite 305, DeLand, FL 32720

FIRM SIZE:
CPH has ten (10) offices in the State of Florida with support of approximately 250 personnel throughout the company to assist in this project for the City.

II - EXPERIENCE AND QUALIFICATIONS

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by the City of New Smyrna Beach Our team is capable of providing services for any project that may emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the City's scope of services.





NIKHEL JINDAL, GCC, ASSOC. DBIA, ENV SP

23 YEARS | 20 YEARS AT CPH

PRINCIPAL-IN-CHARGE

Mr. Jindal serves the firm of CPH as Vice President/Associate and assists the team with the development of projects ranging from complete streets to building development projects. He has over 23 years of experience in public and private projects, with project values ranging from $75,000 to over $100 million in construction value. Mr. Jindal has been part of the team that has completed projects that include streetscapes, trails/pedestrian improvements, parks, stormwater improvements, pipeline and pump stations, and water/wastewater treatment plant projects. He has assisted the CPH team with project coordination and management, conceptual design, and public outreach and communication. In addition, Mr. Jindal has assisted the team in alternative delivery projects that include Design-Build, Progressive Design-Build and Construction Manager At Risk. Mr. Jindal holds his Associate DBIA certification from the Design-Build Institute of America and is an Envision Sustainability Professional recognized by the Institute for Sustainable Infrastructure.

SIMILAR PROJECTS

Melching Field Stadium Renovations - Design Criteria Package

- CPH was selected to provide professional services for the creation of the Design Build Criteria Package for the Melching Field Stadium Renovations.
- CPH's scope for the Design Build Criteria Package will include a report detailing ADA deficiencies, structural analysis of the existing of the bleacher deck, design/build contract requirements, design development drawings and performance specifications.
- CPH's services for this project include Architectural, Civil, Surveying, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Landscape Architecture.
- Upon completion of the D/B Package, CPH will also assist the owners with delivering this information to the final Design/Build team.

Leesburg Aquatic Facility

- CPH is providing planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions.
- The facility will also include a recreational pool with interactive play features, zero entry and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities.
- The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

West Leesburg Neighborhood Resource Center Project (CMAR)

- CPH was commissioned to design a new 9,000 SF Neighborhood Resource Center for the City of Leesburg.
- CPH is responsible for full design services including survey, civil, landscape, architectural and MEP.
- The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Joe Moody Park

- CPH is providing design for reconstruction of a park facility that was damaged due to hurricanes. The new facility will include: 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk. The new 8,000 SF community building will be designed with spaces that are multi-use and multi-functional to support meeting/gathering/reunions/recreational activities. The space will include offices and meeting space for support staff, a catering kitchen, restrooms, lobby, and storage.

Bartow Public Works Administration and Solid Waste Administration Buildings

- Architecture and Engineering for two new buildings for Public Works and Solid Waste Departments Equaling 8,000 SF
- Project Included Prototype Development and Site Adaptation
- As part of the project, provided master planning for each site to provide phasing and future build out of each site
- Included site analysis and development review services as well as programming and stakeholder meetings

EDUCATION / LICENSES

- A.S. in Multimedia Design, Valencia Community College
- Organizational Communications, Rollins College, Design-Build Certification - AS-2897
- Envision Sustainability Professional - 42882
- Government Contractor Certificate - 0047



BROOK K. SHERRARD, AIA, NCARB

23 YEARS | 2 YEARS AT CPH

PROGRAM MANAGER

Mr. Sherrard services CPH as a Senior Architect, with more than 23 years of experience. Mr. Sherrard has completed more than 6.4 million SF of projects and is leading the firm's Building Information Modeling (BIM) and sustainability initiatives. Brook's leadership has ensured that our clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. He has also provided training to in-house architects and has set up standards and procedures to create consistency in document production throughout the firm. In addition, Brook has experience designing projects according to LEED® Certification guidelines, including the first new complete high school to achieve a Silver rating under the LEED® for Schools 2.0 rating system in the State of Florida at Weeki Wachee High School in Hernando County.

SIMILAR PROJECTS

West Leesburg Neighborhood Resource Center Project (CMAR)

- CPH was commissioned to design a new 9,000 SF Neighborhood Resource Center for the City of Leesburg.
- CPH is responsible for full design services including survey, civil, landscape, architectural and MEP.
- The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Leesburg Teen Center (CMAR)

- 10,000 SF addition to an existing recreation center.
- The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18.
- The addition also serves as a re-imaging of the main entry into the existing recreation center.

J.D. & N.J. LEWIS HOUSE

- CPH proposed constructing a gazebo that preserves the distinctive roof line of the building supported by a skeletal structural framework that mimics the original buildings detailing and fenestration. To complete the effect, the floor within the gazebo will be a stamped concrete to match the original houses hardwood floor. Visitors the Gazebo at the Longwood Memorial Gardens cemetery will be able to get out the sun and rain and experience the space within the historic home as well as learn a little about its history.

Bartow Public Works Administration and Solid Waste Administration Buildings

- Architecture and Engineering for two new buildings for Public Works and Solid Waste Departments Equaling 8,000 SF
- Project Included Prototype Development and Site Adaptation
- As part of the project, provided master planning for each site to provide phasing and future build out of each site
- Included site analysis and development review services as well as programming and stakeholder meetings.

Pasco County Facilities & Maintenance Central Office and Warehouse

- Shared use warehouse and office facility supporting three separate departments
- Two-bay loading dock for semi-trailer and box trailer deliveries
- Concrete Tilt-Wall construction
- Optimized Program developed by workshop with three separate departments to maximize shared use opportunities.
- Comprehensive CPH design team with full implementation of Building Information Modeling (BIM) to ensure discipline coordination.
- Utilization of the building information model to develop opinion of probable cost estimates.

EDUCATION / LICENSES

- M.S. in Architecture, University of South Florida, School of Architecture and Community Design
- B.S. in Applied Technology/Business, Florida Institute of Technology
- A.S. in Life Sciences, Harrisburg Area Community College
- Registered Architect – FL (No. AR92948) , American Institute of Architects (AIA), National Council of Architectural Registration Boards (NCARB)



JOHN A. BAER, AIA, NCARB, LEED AP BD+C, GGP

43 YEARS | 15 YEARS AT CPH

QA/QC

Mr. Baer serves as CPH's Director of Architecture for the firm's work in the United States and Puerto Rico. He has more than 43 years of experience in the master planning, design, and permitting of public projects including parks, sports fields, and civic centers. John has extensive experience working with design-build projects from working exclusively with a design-build firm, prior to his employment at CPH to the extensive alternative delivery projects completed while at CPH. In fact, John has managed over $100 Million in Alternative Delivery projects while at CPH over the fifteen years, including the development of the Design Criteria Package for the City of DeLand for Spec Martin Stadium. John leads and manages a very talented team of architects, engineers, designers and coordinators. He constantly works to streamline process and reduce cost to help clients maximize return on their investments.

SIMILAR PROJECTS

Spec Martin Stadium Design Criteria Package Design Criteria Package and Earl Brown Park Improvements

- Selected by the City of DeLand for the Spec Martin Stadium Improvements Design/Build Criteria Package
- The project required the development of the design/build criteria package and professional services to assist the City during the selection process
- Included a new press box, training room and locker room additions
- The stadium will be used by the local high school as well as Stetson University; therefore, the stadium improvements were designed to meet collegiate level demands

Dr. Joyce M. Cusak Community Resource Center

- CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design and Post Design Services.
- 2,500 SF building including a parking area.

West Leesburg Neighborhood Resource Center Project (CMAR)

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- CPH's services for this project include Architectural, Civil, Surveying, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Landscape Architecture.
- Upon completion of the D/B Package, CPH will also assist the owners with delivering this information to the final Design/Build team.

Florida Department of Health – Ocala Medical Center Remodel

- CPH provided architecture, structural engineering, mechanical/electrical/plumbing design, schematic design, design development, and permitting services to the Florida Department of Health for the renovation of the Ocala Medical Facility.
- The project consisted of a remodel involving upgrade of casework in approximately 25 spaces involving exam rooms, teller stations, medical administration activities.

EDUCATION / LICENSES

- B.S. in Architectural Studies, University of Milwaukee
- A.S. in Civil Structural Technology, Northwest Technical Institute
- Registered Architect - FL (No. AR93193)
- LEED Accredited Professional
- American Institute of Architects (AIA)
- Green Globes Professional (GGP)
- National Council of Architectural Registration Boards (NCARB)
- Florida Green Building Coalition (FGBC)



GALEN PUGH, RLA, ALCP

32 YEARS | 9 YEARS AT CPH

LANDSCAPE ARCHITECT

Mr. Pugh serves the firm and its clientele in the capacity of Registered Landscape Architect. Mr. Pugh has over 32 years of governmental and private Landscape Architecture experience. This experience includes working as a Sr. Landscape Architect and a Sr. Planner. He additionally provided professional services such as procurement of consultants, directing and reviewing the preparation of site plans, construction documents and landscape plans. Galen coordinated the public participation process and conducted public and steering committee meetings.

SIMILAR PROJECTS

Sanford 1st Street Streetscape Improvements

- Provided the City of Sanford a streetscape design package for a 6 block section of historic First Street (approximately 0.40 miles). The intent of this project is to closely match the streetscape of improvements previously completed on First Street. Designed the Roadway, Landscape, Architecture, and Utility Plans and prepared Specifications for the complete reconstruction of the roadway, including several utility upgrades.

Casselberry Wirz Park Planning & Preliminary Design

- The CPH team was tasked with holding multiple stakeholder meetings in order to develop a reinvestment program and update the facility's master plan. As part of the overall park the new design included:
- A New entrance, Relocation of maintenance building, Expansion of the existing community building, A New outdoor terrace, An Event patio with 20' x 20' pavilion, Splash pad, Zero entry pool with interactive features, 5 lane/25-meter pool, Shade structures, Volleyball courts, Basketball courts, A Playground and Trail upgrades

Pinellas Park

- The project will include Survey, Master Drainage plan, Master plan feasibility study/evaluation and update, including existing and proposed land uses and phase 1 design for new downtown City Center. The project study area includes approximately 60 acres of downtown property.

Joe Moody Park

- CPH is providing design for reconstruction of a park facility that was damaged due to hurricanes. The new facility will include: 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk. The new 8,000 SF community building will be designed with spaces that are multi-use and multi-functional to support meeting/gathering/reunions/recreational activities. The space will include offices and meeting space for support staff, a catering kitchen, restrooms, lobby, and storage.

Sanford's US 17-92 Beautification, Phase I & II

- Provided planning and design services for two phases of beautification on US 17-92. Specifically the proposed improvements included decorative lighting, traffic signals, crosswalks, median and intersection improvements and paver utility strips.

EDUCATION / LICENSES

- Bachelor of Landscape Architecture, Louisiana State University, 1989
- Professional Landscape Architect Licensed in Florida, Louisiana and Texas; American Institute of Certified Professionals (AICP)



ISMAIL ILKER UZUN, AIA, LEED AP BD+C

31 YEARS | 7 YEARS AT CPH

ARCHITECTURE

Ilker serves CPH as a Project Architect and has more than 31 years of experience in project management and architecture. Ilker has successfully managed and designed various development programs including commercial/retail, mixed-use, office, financial, industrial, and residential projects. Ilker has been instrumental in the development and maintenance of the development program for one of CPH's large national retail clients. Ilker manages all phases of development from Schematic Design through to Construction Administration for new facilities, redevelopment, and ADA compliance. Located in our Miami office, Ilker is specially skilled in South Florida design challenges and permit expediting.

SIMILAR PROJECTS

Monroe County Fire Station – Cudjoe Key

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new Fire Station on Cudjoe Key.
- Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

City of Lake Worth - Office Addition

- CPH provided design and construction related services for this interior renovation design which consisted of the removal of a janitor's room and combination of that area with the existing storage room to create a new office in the City of Lake Worth Water Plant.

PWWM - Public Works and Waste Management 58th Street Master Plan

- Master plan conceptual design for a 42+ acres portion of the existing Public Works and Waste Management site
- Provided space programming, concept design, and master planning of public works/waste services complex.
- The project included reconfiguration of site, moving existing buildings, and has components such as administration offices, fuel and hazard waste storage, materials storage, vehicle storage, and vehicle maintenance facilities.

Miami-Dade Transit - Government Center Station Entrance Doors

- CPH provided services to Miami Dade Transit in Miami-Dade County for modification to existing platform entry and emergency exit doors on Levels I, II and III of Government Center Station.
- Services provided included studies and schematic design, design development, construction documents and permitting, bidding phase services, and administration of the construction contract and warranty phase.

Orlando Sanford International Airport Terminal Expansion

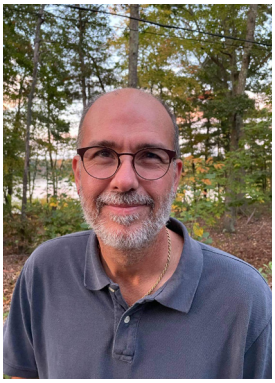
- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

BN Headquarters Building, Transient Training Design Snake Creek

- Architecture and Engineering design services for a new building that will be approximately 7,669 square feet and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault

EDUCATION / LICENSES

- M.A., Yıldız Technical University
- B.A., Yıldız Technical University
- Registered Architect - FL (No. AR95507)
- LEED Accredited Professional



DANIEL "DAN" G. LEWIS, RA, AIA

16 YEARS | 16 YEARS AT CPH

ARCHITECTURE

Mr. Lewis has over 16 years of experience managing small to large design programs for private development projects. He has acted as program and project manager as well as Architect of Record on large retail and large distribution center projects. These projects have included new facilities, expansion, remodels, rebuilds, as well as takeovers. His expertise includes space programming, schematic design development, and permitting. Recently Mr. Lewis served as Project Manager and Architect for over 1 million SF of Large Delivery Station projects for CPH's clients.

SIMILAR PROJECTS

Pueblo Supermarket Guaynabo, PR

- New store consisted of a 37,000 SF building on a ±5 acres parcel.
- CPH was fully involved in the A/E design and permitting process, which included coordination between local and federal utilities, infrastructure and Environmental agencies (Department of Transportation, Puerto Rico Aqueduct and Sewer Authority, Puerto Rico Energy and Power Authority, Puerto Rico Communications Authority, Puerto Rico Environmental Quality Board, Puerto Rico Highway and Transportation Authority, etc.).
- CPH also assisted Pueblo with the Bidding process in which Constructora Santiago II (CSCII), a Puerto Rico based contractor, was awarded the project. Pueblo was able to start construction on schedule, and CPH is currently providing construction supervision services.

BN Headquarters Building, Transient Training Design Snake Creek

- Architecture and Engineering design services for a new building that will be approximately 7,669 square feet and will include administrative spaces, classroom, latrine/ shower, vending/breakroom, and vault

Light Industrial Warehouse | Hanover, MD

- 194,815 SF existing warehouse take over and remodel to distribution facility for national client.

Light Industrial Warehouse | Pompano Beach, FL

- 275,002 SF existing warehouse take over and remodel to distribution facility for national client.

Light Industrial Warehouse | Orlando, FL

- 561,750 SF existing warehouse take over and remodel to distribution facility for national client.

Light Industrial Warehouse | Pompano Beach, FL

- 131,125 SF existing warehouse take over and remodel to distribution facility for national client.

Green Turtle Hammock

- CPH is currently in design of renovations to the 9 acre Green Turtle Hammock Nature Preserve in Islamorada, Village of Islands.
- The park is approximately 9 acres with natural hammock and water access. The project includes a two story hurricane rated Pavilion overlooking the bay, shoreline stabilization, kayak launch, parking improvements, and planting of native landscaping.

Miramar's Regional Park - 9/11 Memorial

- CPH was recently awarded a contract with the City of Miramar to perform professional design consulting services for the 9/11 Memorial at Regional Park.
- CPH also anticipates providing Architectural, Landscape Architecture, MEP, Civil, and Wayfinding/Signage services

EDUCATION / LICENSES

- B.S. in Architecture, Florida Atlantic
- University, 2003
- Registered Architect – FL (AR96398)
- American Institute of Architects (AIA)



CHRISTOPHER DEWAAL, P.E., LEED AP

28 YEARS | 1 YEARS AT CPH

MEP

Mr. DeWaal has strong experience in the design and development of electrical power distribution systems. Most recently his experience has been managing multi-disciplinary engineering / architecture personnel, managing electrical and multi-disciplinary projects from $50k remodels to $100M+ greenfield construction. His strengths include strong communication skills with technical staff, construction contractors and owner's representatives. He has a vast knowledge of electrical and safety compliance policies and studies, personnel management and project management.

SIMILAR PROJECTS

Casselberry Wirz Park Planning & Preliminary Design

- The CPH team was tasked with holding multiple stakeholder meetings in order to develop a reinvestment program and update the facility's master plan. As part of the overall park the new design included:
- A New entrance, Relocation of maintenance building, Expansion of the existing community building, A New outdoor terrace, An Event patio with 20' x 20' pavilion, Splash pad, Zero entry pool with interactive features, 5 lane/25-meter pool, Shade structures, Volleyball courts, Basketball courts, A Playground and Trail upgrades

Leesburg Teen Center (CMAR)

- 10,000 SF addition to an existing recreation center.
- The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18.
- The addition also serves as a re-imaging of the main entry into the existing recreation center.

Leesburg Aquatic Facility

- CPH is providing planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions.
- The facility will also include a recreational pool with interactive play features, zero entry and a "free" swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities.
- The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

Pasco County Facilities & Maintenance Central Office and Warehouse

- Shared use warehouse and office facility supporting three separate departments
- Two-bay loading dock for semi-trailer and box trailer deliveries
- Concrete Tilt-Wall construction
- Optimized Program developed by workshop with three separate departments to maximize shared use opportunities.
- Comprehensive CPH design team with full implementation of Building Information Modeling (BIM) to ensure discipline coordination.
- Utilization of the building information model to develop opinion of probable cost estimates.

Bartow Public Works Administration and Solid Waste Administration Buildings

- Architecture and Engineering for two new buildings for Public Works and Solid Waste Departments Equaling 8,000 SF
- Project Included Prototype Development and Site Adaptation
- As part of the project, provided master planning for each site to provide phasing and future build out of each site
- Included site analysis and development review services as well as programming and stakeholder meetings.

EDUCATION / LICENSES

- M.E.M. in Engineering Management, Kansas State University
- M.S. in Electrical Engineering, Kansas State University
- B.S. in Electrical Engineering
- Professional Engineer - FL (No. 58964)
- LEED AP



JEFFREY A. DEAL, P.E.

9 YEARS | 8 YEARS AT CPH

MEP

Mr. Deal serves as CPH's Mechanical Engineer for the firm's work in the United States and Puerto Rico. He has experience in HVAC, plumbing, and fire protection. He provides expertise in energy modeling software, cooling load programs, and energy compliance documentation such as FLAcom (Florida) and COMcheck (nationally).

SIMILAR PROJECTS

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Dr. Joyce M. Cusak Community Resource Center
- CPH is providing Architectural Design, Civil Engineering, Surveying, Landscape Design and Post Design Services.
- 2,500 SF building including a parking area.

Leesburg Aquatic Facility
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- Utilization of the building information model to develop opinion of probable cost estimates.

EDUCATION / LICENSES

- B.S. in Mechanical Engineering,
- University of Central Florida
- Professional Engineer - FL (No. 87451)



LEOPOLDO J. AYALA, P.E.

26 YEARS | 26 YEARS AT CPH

SITE CIVIL

Mr. Ayala serves CPH in the capacity of Project Manager with experience in civil/site projects. Mr. Ayala has acted as Project Engineer and Project Manager on several land development projects for Wal-Mart Stores, Inc., McDonald's Corporation, Eckerd's Corporation, AutoZone, Inc., and other private development clients. For these clients, Mr. Ayala has designed site improvements, provided engineering design and analysis of the stormwater systems, prepared engineering drawings and specifications, prepared permit documentation, and represented clients at regulatory and municipal meetings.

SIMILAR PROJECTS

Leesburg Aquatic Facility

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City of Wildwood – Millennium Park Redesign

- CPH is working with the City of Wildwood to update the master plan of a regional 90+ acre park.
- CPH is working to help master plan the park improvements to include new parking, internal roadway system, overlooks/pavilions, trails, and reconfigure fields.

Lake Deaton Park – Concept Master Site Plan, New Water Launch, Grass Parking Improvements and Stormwater/ Flooding Evaluation

- Concept plans preparation
- Master Plan preparation
- Boundary and Topographic Survey
- Wetland delineation
- Site, drainage, utility, and water launch design.
- Landscape design

EDUCATION / LICENSES

- B.S. in Environmental Engineering, University of Central Florida
- B.S. in Civil Engineering, Andrés Bello Catholic University, Venezuela
- Professional Engineer - FL (No. 55524



TYLER FITZGERALD, E.I.

4 YEARS | 2 YEARS AT CPH

SITE CIVIL

Mr. Fitzgerald serves CPH as a Project Engineer and is responsible for the design and permitting of various projects throughout Florida. Mr. Fitzgerald has experience in land development and stormwater management projects ranging from design of apartment complexes, residential subdivisions, church campus sites, parking lots, and stormwater infrastructure networks. Mr. Fitzgerald is proficient in numerous design programs including ADICPR, Ponds, WaterCAD, and BMP Trains.

SIMILAR PROJECTS

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- The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

City of Sanford – Pump Branch & Georgetown Stormwater Modeling

- CPH was tasked with analyzing the existing City of Sanford storm sewer system serving a ±615 acre drainage basin adjacent to Lake Monroe. The analysis included field inspection of the physical and operational condition of storm structures.
- Information collected from the new research was added to a GIS database.
- CPH developed a comprehensive stormwater model in ICPR which assisted in the evaluation of the storm system and identified areas of critical flood potential.
- CPH studied the results of the stormwater modeling and offered several recommendations for efficient improvements to the system with respective cost estimates.

St. Anthony Hall Parking Lot

- CPH provided planning and design for a 185 space parking lot to serve an existing Parish Hall in Winter Park.
- The parking lot will be served by a dry retention pond with a weir discharge. The pond will also incorporate the use of an elevated youth soccer field centered in the dry retention area to satisfy the recreational needs of the spiritual center.

The Ellis at Oviedo Mixed-Use Apartment Complex

- CPH is providing planning, design, and permitting for mixed-use development in Oviedo with five multi-story apartment buildings. Two of these buildings contain commercial spaces on the first floor.
- The project will feature one dry retention pond for stormwater management with a dual control structure design to allow for discharge to both an FDOT stormwater system and an adjacent downstream pond.
- CPH performed calculations to demonstrate nutrient loading criteria were met for discharge to an impaired waterbody.

EDUCATION / LICENSES

- B.S. in Civil Engineering, University of Central Florida, 2017
- Engineering Intern No. 1100022736 (E.I.)



JOSE M. ORTIZ, MCE, P.E.

24 YEARS | 7 YEARS AT CPH

STRUCTURAL

José has over 24 years of experience in structural engineering design and project management. His experience encompasses projects of all types and complexities including sports facilities and retrofit/ expansion of existing buildings. The depth of his technical understanding of systems and codes allows him to work with architectural / engineering teams to deliver cost-effective structural solutions to meet project goals.

SIMILAR PROJECTS

Spec Martin Stadium Design Criteria Package Design Criteria Package and Earl Brown Park Improvements

- Selected by the City of DeLand for the Spec Martin Stadium Improvements Design/Build Criteria Package
- The project required the development of the design/build criteria package and professional services to assist the City during the selection process
- Included a new press box, training room and locker room additions
- The stadium will be used by the local high school as well as Stetson University; therefore, the stadium improvements were designed to meet collegiate level demands

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
- The improvements also include new consolidated loading and unloading facility, curbside transportation improvements, a covered baggage drop off, apron addition, four new gates, parking lot improvements, terminal building improvements and renovation, as well as transportation improvements that include a new traffic signal and alternate entrances to the parking lots.
- CPH is providing engineering, surveying, architectural, and MEP services for this project.

Leesburg Teen Center (CMAR)

- 10,000 SF addition to an existing recreation center.
- The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18.
- The addition also serves as a re-imaging of the main entry into the existing recreation center.

City of Sarasota – Martin Luther King, Jr. Restroom Modification

- Provided Professional Architectural Services for the modification of an existing 378 +/- SF Park restroom facility with interior restrooms and kitchen areas into new restrooms.
- The project includes the renovation of the existing facility to make the restrooms more accessible and eliminate the need to have the doors closed and locked when in use.

DeBary Public Safety Complex

- CPH provided architectural design and construction documents for a 5,600 square foot Public Safety Complex including offices and operational facilities for local law enforcement.
- CPH also provided site civil and master planning for future development.
- The project included meeting/training rooms, bill payment/secured entry, server and backup systems, offices and holding cells.

Leesburg Aquatic Facility

- CPH is providing planning, design, and permitting for the development of a regional aquatic facility. The facility will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions.
- The facility will also include a recreational pool with interactive play features, zero entry and a “free” swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities.
- The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.

EDUCATION / LICENSES

- M.E. in Structural Engineering, Cornell University
- B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR
- Professional Engineer - FL (No. 67920), PR (No. 17212)



EDUARDO AVILES, P.E.

7 YEARS | 5 YEARS AT CPH

STRUCTURAL

Mr. Aviles serves as CPH's Structural Designer for the firm's work in the United States and Puerto Rico. He has experience in Structural Engineering, Civil Engineering, and Land Surveying.

SIMILAR PROJECTS

Orlando Sanford International Airport Terminal Expansion

- The $60.4 million expansion includes the terminal departure consolidation from a dual terminal check-in.
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- CPH is providing engineering, surveying, architectural, and MEP services for this project.

OUC Warehouse Expansion and Improvements

- This is a design-build project for the Orlando Utilities Commission.
- It consists of a new 9,506 SF pre-engineered metal building warehouse addition that ties into the existing warehouse building for the Orlando Utilities Commission.
- This project will also have a new pre-manufactured modular structure located within the existing warehouse. This will serve as the new breakroom and restrooms for the facility.
- All associated structural, mechanical, electrical and civil engineering is included within the design.

Englewood Warehouse & Maintenance Office

- This is a new facility for Englewood Water District that consists of a new 22,200 SF maintenance warehouse and office building.
- This project is primarily a pre-engineered metal building with a masonry wainscot along the main entrance.
- This facility will store non-combustible material. The office component is approx. 10,000 SF and the remaining area is in the warehouse.
- The walls are metal panel and the roof will be standing seam. All associated structural, civil, mechanical, plumbing and electrical engineering is included.

Monroe County Fire Station at Cudjoe Key

- CPH is providing pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new Fire Station on Cudjoe Key.
- Additional services provided will be site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building will be designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

EDUCATION / LICENSES

- M.S. in Structural Engineering, University of Puerto Rico
- B.S. in Civil Engineering, University of Puerto Rico
- B.S. in Land Surveying, University of Puerto Rico
- Professional Engineer - FL (No. 85877



AMY E. DALY, LEED AP

28 YEARS | 17 YEARS AT CPH

ENVIRONMENTAL

Mrs. Daly serves CPH as principal environmental scientist. She has 28 years of environmental consulting experience with project management, environmental resource assessments, wetland delineation, permitting, mitigation design and implementation, land management, habitat mapping, jurisdictional determinations, wetland functional analyses, protected wildlife surveys and management programs, field survey design and habitat restoration, tortoise surveys, permitting and relocation including commensal species. Mrs. Daly has served as an expert witness on various environmental matters for condemnation proceedings.

SIMILAR PROJECTS

DeLand New Public Works Complex
- CPH provided architectural and engineering services
- 12,800 sq. ft. building pre-engineering single story metal building

Palm Coast WTP No. 3
- New 3 MGD water treatment plant utilizing the LPRO treatment technology to treat the confined surficial aquifer water
- Plant was designed to facilitate expansion from 3 MGD to 9 MG
- Chemical storage building (4,500 sq. ft.)
- Operation building designed included the laboratory, training rooms, administration offices & locker rooms (6,500 sq. ft.)
- The building was designed to accommodate both the water treatment staff as well as future wastewater personnel

Springhill Boys and Girls Club
- CPH provided architectural and engineering services for the new Boys and Girls Club building constructed in Spring Hill
- Included a 2,700 sq. ft. free-standing masonry building with a pre-engineered wood truss roof with architectural fiberglass shingle roofing
- The other functions of the building are various sizes of Activity Rooms, a Media Center, a Break Room and an Administration Office.

Westside Community and Recreation Center
- Expanded an existing 7,900 sq. ft. structure with the addition of a 10,400 sq. ft. gymnasium, game room addition and storage mezzanine
- Remodeled the existing gym into a multipurpose room, work out area and conference room
- Both the men's and the women's restrooms were upgraded for handicapped accessibility and the existing kitchen was completely gutted and redesigned
- Included a new welcoming reception area, refurbished staff offices, computer room and locker room with a playful color scheme

Ivy Lane Recreation Park
- The Park includes two entrance arbors, paved walkways, picnic shelters and a group pavilion.
- Site furnishings consisted of wood park benches with powder coated steel frames, complementary litter receptacles, extra heavy picnic table and multi-level park grills
- The column base was finished with cultured stone veneer
- The roof construction was standing seam metal roofing with Kynar 500 finish on Plywood sheathing over pre-engineered roof trusses, bearing on steel beams

EDUCATION / LICENSES

- M.B.A., FMU, Summa Cum Laude
- B.S. in Biological Sciences, Florida State University
- U.S. Army Corps of Engineers Wetland Delineator
- Florida Unified Mitigation Methodology Course
- Qualified Stormwater Management Inspector
- Prescribed Burner
- Authorized Gopher Tortoise Agent (No. GTA-09-00145)
- LEED Accredited Professional



THOMAS J. GALLOWAY, PSM

31 YEARS | 20 YEARS AT CPH

PROJECT SURVEYOR

Mr. Galloway has more than 30 years of experience in the surveying and mapping profession, and has a Bachelor of Science of Surveying and Mapping from the University of Florida. His experience ranges from working in the field and office on small to large development projects, to serving as Party Chief/ Survey CADD Technician, Project Manager and Survey Manager. Mr. Galloway has served as Principal and Director of the Surveying Division of the firm since its establishment in 2001. He has overseen the department's growth from two survey crews to managing the current seven survey crews. Additionally he has been personally involved in over 2,500 surveys while at CPH.

SIMILAR PROJECTS

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Melching Field Stadium Renovations - Design Criteria Package

- CPH was selected to provide professional services for the creation of the Design Build Criteria Package for the Melching Field Stadium Renovations.
- CPH's scope for the Design Build Criteria Package will include a report detailing ADA deficiencies, structural analysis of the existing of the bleacher deck, design/build contract requirements, design development drawings and performance specifications.
- CPH's services for this project include Architectural, Civil, Surveying, Structural, Mechanical, Electrical, Plumbing, Fire Protection and Landscape Architecture.
- Upon completion of the D/B Package, CPH will also assist the owners with delivering this information to the final Design/Build team.

EDUCATION / LICENSES

- B.S. in Surveying and Mapping, University of Florida
- Professional Surveyor & Mapper - FL (No. 6549)
- NCEES Council No. 1291



ROCCO R. NASSO, P.E.

21 YEARS | 21 YEARS AT CPH

UTILITY COORDINATOR

Mr. Nasso serves CPH as a Project Manager and Engineer. His design experience includes extensive utility design and permitting, wastewater collection/transmission systems, stormwater calculations and modeling (ICPR and Hydraflow), water transmission main design and modeling (WaterCAD), pump sizing, and lift station design. His other duties include the Construction Engineering and Inspection (CEI) over numerous utility projects, water and wastewater treatment facilities and roadway projects.

SIMILAR PROJECTS

Southwest Regional Wastewater Reclamation Facility Nutrient Reduction and Expansion Project – Volusia County

- CPH was selected to provide planning, design, permitting, and construction engineering, inspection and management (CEIM) services for upgrades to the Southwest Regional Water Reclamation Facility (SWRWRF).
- The project required the facility to meet Advanced Wastewater Treatment (AWT) standards and expansion of the treatment capacity by 1 million gallons per day (MGD) based on the State of Florida's established TMDL for nitrate that would allow for the restoration and protection of Blue Spring and Blue Spring Run.

SR 46 Utility Relocations

- The project consisted of the construction of approximately 10,100-ft of new 12" water main, 675-ft of new 6"-10" water main, 4,200-ft directional drill 12" water main, 8,100-ft of new 6"-8" force main, 900-ft directional drill 6"-8" force main, 1,590-ft of new 10" sanitary sewer and manholes, 2,350-ft of new 20" reclaimed water main, relocation and modification of an existing Master Meter Assembly, and the removal of approximately 26,900-ft of existing water main, force main, sanitary sewer, and reclaimed water main.

Volusia-Sanford Reclaimed Interconnect

- Provided services for the extension of the City of Sanford's existing reclaimed water system across the St. Johns River into Volusia County.
- The project connected the existing 20-inch DIP line with a new 20-inch DIP line; projected flows to be sent to Volusia County are between 150,000 to 1,500,000 GPD
- Provided the design, permitting, and construction services for both Sanford and Volusia Counties

SR 429 (Wekiva Pkwy Section 7A) Utility Relocations

- CPH provided design, permitting, and limited CEI services for the relocation of existing Seminole Co. Utilities along a 2.6 mile stretch of SR 46 between Longwood-Markham Rd. to Orange Blvd., and along a 1200-ft long section of Orange Ave. and Wayside Dr. from Capri Cove Pl. to Orange Blvd. from Wayside Dr. to SR 46.
- Construction included open cut construction consisting of 11,300-ft of new 12" water main, 1400-ft of new 16" reclaimed water main, 6440-ft of new 20" reclaimed water main, 13,900-ft of new 24" force main, 1680-ft of new 24" reclaimed water main, 3800-ft of new 30" reclaimed water main, and 16,800-ft of new conduit, pull boxes and splice boxes for the new fiber optic system.
- Directional drill construction included 1690-ft of new HDPE pipeline ranging in size from 12" to 36".

EDUCATION / LICENSES

- B.S. in Civil Engineering, University of Central Florida
- Professional Engineer - FL (No. 64727)
- Qualified Stormwater Management Inspector
- Advanced Maintenance of Traffic Certification
- OSHA Construction Safety and Health Certification
- CTQP Asphalt Paving Technician Level I & II





JOE MOODY PARK - **PANAMA CITY, FL**

CPH is providing design for reconstruction of a park facility that was damaged due to hurricanes. The new facility will include: 8,000 SF community center building, a restroom building utilizing a Client provided proto-type, walk/jog track, lighting, playgrounds for ages 2-5 and ages 5-12, landscape and irrigation, tree replacement, hardscape to include benches, trash receptacles, signage, parking improvements, stormwater retention, outdoor fitness areas, redevelopment of the wetland edge including scenic overlook, disk golf course re-establishment, and demolition of the existing boardwalk. The new 8,000 SF community building will be designed with spaces that are multi-use and multi-functional to support meeting/ gathering/reunions/recreational activities. The space will include offices and meeting space for support staff, a catering kitchen, restrooms, lobby, and storage.

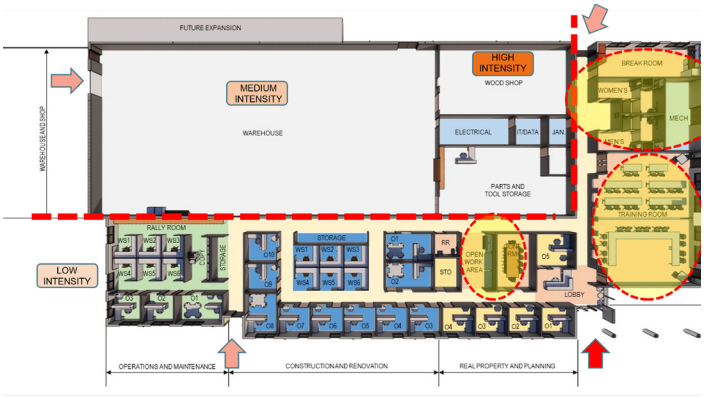


Project Duration: 2022-2022

REFERENCE:
Saskia Adriance
Phone: 850.691.4611
Email: sadriance@pcgov.org

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Public Outreach**
Brook K. Sherrard, AIA, NCARB - **Project Architect**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **QA/QC**
GALEN PUGH, RLA, ALCP - **Landscape Architect**
Leopoldo J. Ayala, P.E. - **Site Civil**
Tyler Fitzgerald, E.I.- **Site Civil**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





PASCO COUNTY FACILITIES & MAINTENACE CENTRAL OFFICE AND WAREHOUSE - **PASCO COUNTY, FL**

PASCO COUNTY FLORIDA
OPEN SPACES. VIBRANT PLACES.

The new central office and warehouse located on the Pasco County Land O' Lakes Public Safety Campus is a shared use facility to serve the needs of the Counties Operations and Maintenance (O&M), Construction & Renovation (C&R) and Real Property Planning (RPP) departments. The 20,000 SF facility is organized with a central high-bay warehouse space wrapped on two sides with office and support spaces. Arranged departmentally, the office areas utilize strategies such as open plan "hot desks" and "touch-down" offices to efficiently accommodate the needs of a staff population that are coming and going throughout the day. Concrete tilt-wall construction provides a cost-effective and durable envelope that meets the diverse needs of the facility and provides a solid separation between field and office activities. A two bay dual level loading dock provides safe and effective access for equipment and materials handling and is configured to accommodate a future 10,000 SF EOC warehouse addition.

Project Duration: 2021-TBD

REFERENCE:
Cynthia Riviera
Phone: 813.929.2721
Email: crivera@pascocountyfl.net

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Public Outreach**
Brook K. Sherrard, AIA, NCARB - **Project Architect**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **QA/QC**
GALEN PUGH, RLA, ALCP - **Landscape Architect**
Christopher DeWaal, P.E., LEED AP - **M/E/P Engineer**
Jeffrey A. Deal, P.E. - **M/E/P Engineer**
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Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
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Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**



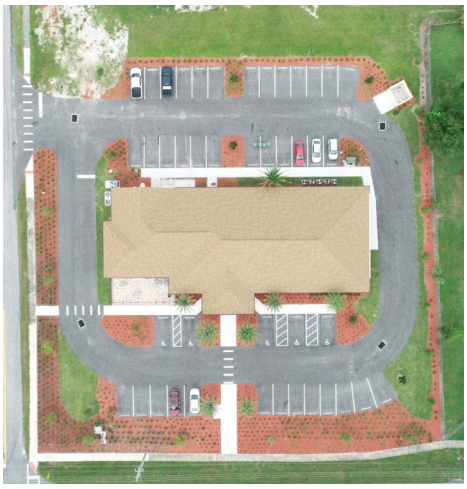


WEST LEESBURG NEIGHBORHOOD RESOURCE CENTER PROJECT - **LEESBURG, FL**

CPH was commissioned to design a new 9,000 SF Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

Since the City owned additional acreage adjacent to the project, CPH developed a site plan to facilitate the proposed use while maintaining the possibility for future parking and buildings. CPH organized public involvement meetings, in which two key architectural components were identified. The first was to have a community kitchen and café within the building and the second was the need for multifunctional meeting space.

Since budget was also a factor, CPH was able to design a café with both indoor and outdoor seating elements while incorporating key infrastructure elements for the commercial kitchen until the equipment could be purchased at a later date. The flexible meeting space was accomplished by designing large meeting rooms with folding partitions to support smaller or larger groups. The end result was a flexible, cost effective, user-friendly neighborhood resource center with the potential for future development when the City needs it.



Project Duration: 2016-201

REFERENCE:
Clifford Kelsey
Phone: 352.435.9442
E-Mail: Cliff.Kelsey@leesburgflorida.gov

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Principal-In-Charge**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **Project Architect**
Ismail Ilker Uzun, AIA, LEED AP BD+C - **QA/QC**
Jeffrey A. Deal, P.E. - **M/E/P Engineer**
Leopoldo J. Ayala, P.E. - **Site Civil**
Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





MONROE COUNTY FIRE STATION – CUDJOE KEY - **MONROE COUNTY, FL**

CPH provided the pre-design phase/programming, Schematic Design, Design Development, Construction documents, Bidding and Permitting assistance, and Construction Administration for a new 7,500 SF Fire Station on Cudjoe Key. Additional services provided will include a site plan review, civil engineering, landscape architecture, and FDOT Review and Florida Green Build criteria. The building is designed to meet or exceed Florida Green Building Coalition (FGBC) standards.

The overall project included 3 Drive Thru Bays, Native landscape materials requiring minimum irrigation, Work out room, Large kitchen, Outdoor spaces for building users, Roof materials with High Solar Reflectance, Hurricane resistant glazing, door and roof systems, Building insulation with High R- value, Low E glazing system, Site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, Water heaters with high efficiency, Construction waste control and recycling, Flood protection, and a Diesel Generator.



Project Duration: 2016-2021

REFERENCE:
Cary Vick
Phone: 305.295.4339
Email: vick-cary@monroecounty-fl.gov

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **QA/QC**
Brook K. Sherrard, AIA, NCARB - **QA/QC**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **Project Architect**
Ismail Ilker Uzun, AIA, LEED AP BD+C - **Project Manager**
Daniel "Dan" G. Lewis, RA, AIA- **Post Design Services**
Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Eduardo Aviles, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





LEESBURG AQUATIC COMPLEX - **LEESBURG, FL**

CPH is providing planning, design, and permitting for the development of a regional aquatic complex. The complex will include an eight (8) lane competition facility designed to USA Swimming standards for high school competitions. The complex will also include a recreational pool with interactive play features, zero entry and a “free” swim area that can be utilized for swim education. Along with the recreational pool will be a water slide, shaded areas for party rentals, and shower facilities. The complex will include an entry/ticket building, concession building, changing/locker facilities, and mechanical/equipment areas.



Project Duration:
2019-2022

REFERENCE:
Clifford Kelsey
Phone: 352.435.9442
E-Mail: Cliff.Kelsey@leesburgflorida.gov

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Principal-In-Charge**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **Project Manager/Architect**
Ismail Ilker Uzun, AIA, LEED AP BD+C - **QA/QC**
Christopher DeWaal, P.E., LEED AP - **M/E/P Engineer**
Jeffrey A. Deal P.E. - **M/E/P Engineer**
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Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**



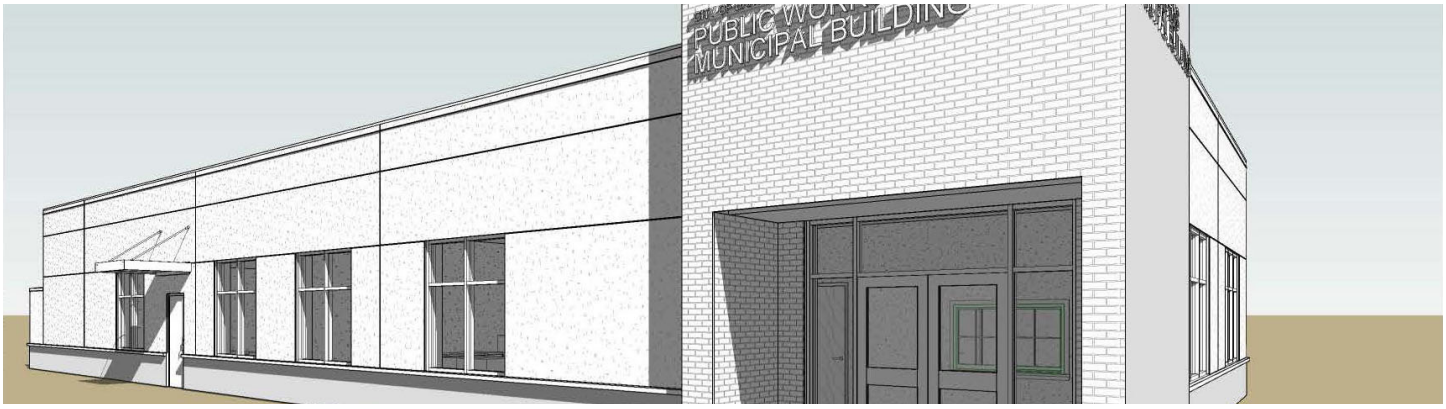
LEESBURG TEEN CENTER - **LEESBURG, FL**

10,000 SF addition to an existing recreation center. The Leesburg Teen Center is multi-use facility that houses after school programs for youths ages 5-18. The programs are operated by the Boys & Girls Club of Central Florida and the building includes game rooms, computer labs, art and music spaces, offices and a food preparation space. The addition also serves as a re-imaging of the main entry into the existing recreation center. The addition is organized functionally to separate the spaces by age groups with the teens located to the rear of the spaces and the younger children at the front. Both age groups have exterior dining and activity patios to extend the opportunities for learning and engagement beyond the interior confines of the facility.

Project Duration: 2021-2022

REFERENCE:
Clifford Kelsey
Phone: 352.435.9442
E-Mail: Cliff.Kelsey@leesburgflorida.gov

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Public Outreach**
Brook K. Sherrard, AIA, NCARB - **Project Architect**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **QA/QC**
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Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Eduardo Aviles, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**



BARTOW PUBLIC WORKS ADMINISTRATION AND SOLID WASTE ADMINISTRATION BUILDINGS - **BARTOW, FL**

CPH is providing services to the City of Bartow for the development of new office buildings for the City's Public Works and Solid Waste Departments. The project includes the development of one main prototype and the site adaptation of that prototype for the second facility. CPH's services include due diligence / site investigation, conceptual planning, design, permitting, and bidding support of the proposed buildings. The total improvements include 8,000 SF of new buildings (4,000 SF prototype/public works building and 4,000 SF site adaptation / solid waste administration building).

As a part of the project, CPH's team developed a master-plan for each site, including assessment of the existing structures on each project site to develop a master phasing and future expansion plan for each facility. CPH provided an assessment of the adequacy of parking, utilities, and development guidelines for each site. CPH services included site survey, environmental and ecological surveys, programming, conceptual design, design development / construction documents and permitting.

Project Duration: 2021-TBD

REFERENCE:
Russell Martin
Phone: 863.534.0100
E-Mail: rmartin.pw@cityofbartow.net

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Public Outreach**
Brook K. Sherrard, AIA, NCARB - **Project Architect**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **QA/QC**
GALEN PUGH, RLA - **Landscape Architect**
Christopher DeWaal, P.E., LEED AP - **M/E/P Engineer**
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Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Eduardo Aviles, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





CASSELBERRY WIRZ PARK PLANNING & PRELIMINARY DESIGN - **CASSELBERRY, FL**

CPH provided planning and preliminary design to the City of Casselberry for the reinvestment and updating the master plan for Wirz Park, a regional facility with multiple uses. The CPH team was tasked with holding multiple stakeholder meetings in order to develop a reinvestment program and update the facility's master plan. As part of the overall park the new design included:

- New entrance
- Relocation of maintenance building
- Expansion of the existing community building
- New outdoor terrace
- Event patio with 20' x 20' pavilion
- Splash pad
- Zero entry pool with interactive features
- 5 lane/25-meter pool
- Shade structures
- Volleyball courts
- Basketball courts
- Playground
- Trail upgrades



Project Duration: 2018-2022

REFERENCE:
Mark Gisclar
Phone: 407.262.7725 Ext. 1234
E-Mail: mgisclar@casselberry.org

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Public Outreach**
Brook K. Sherrard, AIA, NCARB - **Project Architect**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **QA/QC**
GALEN PUGH, RLA - **Landscape Architect**
Christopher DeWaal, P.E., LEED AP - **M/E/P Engineer**
Jeffrey A. Deal, P.E. - **M/E/P Engineer**
Leopoldo J. Ayala, P.E. - **Site Engineer**
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Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Eduardo Aviles, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





BN HEADQUARTERS BUILDING, TRANSIENT TRAINING DESIGN SNAKE CREEK - **MIRAMAR, FL**

CPH is contracted by the Department of Military Affairs to provide full Architecture and Engineering design services for a new building that will be approximately 7,669 square feet and will include administrative spaces, classroom, latrine/shower, vending/breakroom, and vault. Other items integral to the facility are: sidewalks, detached sign, utilities: electric, potable water, waste water/sewer, and storm water drainage, information systems, exterior fire protection, site improvements, and anti-terrorism/ force protection. These facilities will require utilization of construction materials and equipment offering the greatest degree of maintenance-free longevity and operational energy efficiency.

The project is being designed to current Florida Building Codes (FBC), current local building codes, current Florida Energy codes, American Disability Act criteria.



Project Duration: 2020-Ongoing

REFERENCE:
Karla Castellon
Phone: 904.827.8544
Email: karla.v.castello.nfg@mail.mil

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **QA/QC**
Brook K. Sherrard, AIA, NCARB - **QA/QC**
John A. Baer, AIA, NCARB, LEED AP BD+C, GGP - **Project Architect**
Ismail Ilker Uzun, AIA, LEED AP BD+C - **Project Manager**
Daniel "Dan" G. Lewis, RA, AIA- **Post Design Services**
Jose M. Ortiz, MCE, P.E.- **Structural Engineer**
Eduardo Aviles, P.E.- **Structural Engineer**
Amy E. Daly, LEED AP - **Enivornmental**
Thomas J. Galloway, PSM - **Survey**





J.D. & N.J. LEWIS HOUSE - **LONGWOOD, FL**

Constructed in 1886 by two brothers J.D and N.J. Lewis, the Lewis house is a historical building that has been moved around quite a bit in the community of Longwood. After several failed attempts to raise funds for a total restoration of the building, the city reached out to CPH for some creative ideas on what they could do with the structure. CPH proposed constructing a gazebo that preserves the distinctive roof line of the building supported by a skeletal structural framework that mimics the original buildings detailing and fenestration. To complete the effect, the floor within the gazebo will be a stamped concrete to match the original houses hardwood floor. Visitors the Gazebo at the Longwood Memorial Gardens cemetery will be able to get out the sun and rain and experience the space within the historic home as well as learn a little about its history.



Project Duration: 2021-TBD

REFERENCE:
Chris Kintner
Phone: 407-263-2320
Email: ckintner@longwoodfl.org

TEAM MEMBERS INVOLVED:
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP- **Principal-In-Charge**
Brook K. Sherrard, AIA, NCARB - **Project Manager/Architect**
Jose M. Ortiz, MCE, P.E.- **Structural Engineer**

We have worked with many of our clients for 40 years. These long term relationships have afforded us many opportunities to meet our client's needs and perform municipal engineering services. Over the years, as their population increased, regulations changed, or needs changed, CPH acted as their continuing design firm providing planning for improvements, design, funding assistance, and construction administration. In addition, CPH has been able to assist when the workload at the City departments exceeded their capability to complete engineering development reviews in a timely fashion. The team has extensive experience in working under continuing contracts and is available for planned projects as well as un-planned emergencies.

	Facility and Space Planning	Schematic Design	Needs Assessments	Design Development	Building Renovation	Preparation of Contract Documents	Cost Estimating and Schedule Development	Bid Review	Permit Coordination	On-site inspections	Feasibility Master Planning	Land Planning	Recreational Planning	LEED Consulting/Adaptive Reuse	Historic Preservation	Property Condition Assessments	Site Selection and Analysis
CITY OF BARTOW	✓	✓	✓	✓		✓	✓		✓		✓						✓
CITY OF CASSELBERRY	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
CITY OF LEESBURG	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓			✓	✓
CITY OF LONGWOOD	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
CITY OF MIRAMAR	✓	✓	✓	✓	✓	✓	✓	✓	✓						✓	✓	✓
MONROE COUNTY	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓
CITY OF PANAMA	✓	✓	✓	✓		✓	✓			✓	✓	✓	✓	✓		✓	✓
PASCO COUNTY	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓				✓	✓
ORLANDO SANFORD AIRPORT	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

KEY PERSONNEL STATEMENT

We have put together a team that not only has specialized experience but has extensive experience working together. We have carefully crafted this team based on this work history, our understanding of the City's needs, and ability to deliver a quality project.

CPH has an office forty (40) minutes away from the City's headquarters at 101 N. Woodward Blvd, Suite 305, DeLand, FL 32720, with the ability to provide almost any service the City will desire in house through our 250+ professionals.

All the personnel provided in this proposal are long term staff members and will be available throughout the contract term for the City. We have provided an overview of each team member on the following pages with the team's current and projected workload.

#20 ENR TOP 25 DESIGN FIRMS IN FLORIDA

#366 ENR TOP 500 DESIGN FIRMS

#40 ENR SOUTHEAST TOP DESIGN FIRMS

#53 OBJ GOLDEN 100 TOP PRIVATELY HELD COMPANIES

BENEFITS OUR TEAM BRINGS TO THE CITY

- ☑ Local Resources and Experience
- ☑ All Team Members Have Worked Together
- ☑ Multi-disciplined Team Capable of Providing All Services
- ☑ Innovative 3D Survey and BIM Modeling Expertise
- ☑ Extensive Portfolio of Municipal Facility Projects
- ☑ Full Time Staff Members Located Nearby in both DeLand and Sanford
- ☑ Experts in New, Remodels, and Expansion Type Projects

MEET YOUR PROGRAM MANAGER



BROOK K. SHERRARD, AIA, NCARB
23 Years of Experience

- ☑ Completed more than 6.4 million SF of projects
- ☑ CBuilding Information Modeling (BIM) and sustainability initiatives
- ☑ Experience designing projects according to LEED® Certification guidelines

WHY BROOK AS YOUR PROGRAM MANAGER?

Mr. Sherrard services CPH as a Senior Architect, with more than 23 years of experience. Mr. Sherrard has completed more than 6.4 million SF of projects and is leading the firm's Building Information Modeling (BIM) and sustainability initiatives. Brook's leadership has ensured that our clients are provided with a coordinated set of documents and 3D models to communicate the design intent at all phases of the project. He has also provided training to in-house architects and has set up standards and procedures to create consistency in document production throughout the firm. In addition, Brook has experience designing projects according to LEED® Certification guidelines, including the first new complete high school to achieve a Silver rating under the LEED® for Schools 2.0 rating system in the State of Florida at Weeki Wachee High School in Hernando County.

BROOK'S RELATED EXPERIENCE

West Leesburg Neighborhood Resource Center Project (CMAR)
- New 9,000 SF Neighborhood Resource Center for the City of Leesburg

Leesburg Teen Center (CMAR)
- 10,000 SF addition to an existing recreation center

City of Winter Springs New Public Works Facility
- 4,700 SF Public Works Administration Building

Pasco County Facilities & Maintenance Central Office and Warehouse
- Shared use warehouse and office facility supporting three separate departments

Hainerberg Elementary School
- Code 3 – conceptual design for a new 147,000 SF Elementary School including 18,000 SF of renovation

WHAT BROOK WOULD LIKE YOU TO KNOW

"I am excited about the possibility of working with New Smyrna Beach staff to deliver projects successfully under the continuing contract and to help the City continue its track record of excellence. This role fits well with my background and expertise. I have had the opportunity to manage and/or design numerous municipal projects from planning, to design, and through construction. I have provided services for many facilities that have incorporated several diverse departments and user groups. Municipal projects require a consultant that can create a collaborative atmosphere in which decisions can be made and keep the project moving forward. With multiple team members and stakeholders, it takes diligence from the project manager to obtain input from all parties, evaluate the options to solving a particular issue, make a decision, and then document the decision. The key is regular communication, adequate but efficient analysis and evaluation, and empowered decision making. Through my past experience working with municipal clients, I have become intimately familiar with how to deliver high quality and cost effective projects."

GRANT EXPERIENCE

CPH has considerable experience in supporting research, acquisition and processing of grants and supplemental funding techniques for parks and recreation projects. We have worked with a variety of grant programs from numerous government and private agencies on behalf of multiple municipalities. CPH understands the importance of establishing cost control techniques and mechanisms early and monitoring them throughout the project process to maintain budget adherence. Our experience in design, bidding, construction administration, and general contracting in the State of Florida helps us maintain a library of current construction pricing for activities, materials and methods. Project funding through grant programs can create funding timing issues during project design and construction. CPH possesses an understanding of how both the municipal fiscal year and funding agency timelines for reimbursement need to be coordinated.

Grant funding in many cases are important innovative funding strategies municipalities need to use in order to leverage budget dollars and achieve maximum impact to recreation projects. In 2015 the CPH team engaged Kaboom! for funding of the West Side Park improvements in the Town of Oakland to provide amenities and construction. The project included a community playground, picnic pavilion, basketball court resurfacing, landscaping, site furnishings and lighting. These project amenities, as listed above, were all funded through the Kaboom! program. Kaboom! is focused on encouraging play in our communities, and also has access to national and international sponsorships to help provide materials and equipment. Kaboom! has the capability to assist in community awareness and pledge/donation support, as well as a number of grant opportunities through their national program. CPH has also used the Community Development Block Grant Program (CDBG) funding mechanism for projects in the City of Winter Springs at Torcaso Park. This project involved the construction of a 1,500s.f. splash pad water feature, additional sidewalks adjacent to the new splash pad, a community playground, an active walking trail, and a stormwater retention facility. These project amenities, as listed above, were all funded through the GDBG Program. These are just two of the many funding mechanisms our team has worked with in order to provide the highest value to our clients. We have outlined some grant opportunities and funding mechanisms below for consideration by the City depending on project type.

NAME AND DESCRIPTION	VALUE
Lowes Charitable and Education Foundation Educational Improvement Projects Vegetable Gardens, Reading Gardens, Trails	$2,000 to $5,000
Walmart Community Grant Community improvement projects	Up to $2,500
Home Depot Community Impact Grant	Up to $5,000 (gift cards to Home Depot for supplies)
American Academy of Dermatology Shade Structures Grant Installation of shade structures	Up to $8,000
Kaboom! Play Equipment	$15,000
Youth Engagement Grant - USFWS Park Features Focused On Educational Enhancements For Environmental Conservation	$5K to $50K (25% Match Required)
Carol M. White Physical Fitness Education Program - US Dept of Education Focused on Physical Education Activities and Staffing	$200K to $800 K (Match and Minimum Costs Required)
Baseball Tomorrow Fund Youth Baseball Equipment and Field Development/Construction (Ages 10 -16)	50% Match
Kids Run National Grant - Road Runners Club of America Youth Running Program Development	$500 to $1K
Finish Line Youth Foundation Grants - Finish Line Must be 501c(3) Non Profit	Up to $75K
Lowes Small Grants & Partner Grants - Lowes Home Improvement	Up to $100K
US Soccer Grants & Safe Places To Play Grants - US Soccer Soccer Education and Development of Fields	$30K to $90K
FRDAP Bureau of Design and Recreational Services	Up to $200,000 (Match and Minimum Costs Required)

III - PROJECT APPROACH / MANAGEMENT

PROJECT UNDERSTANDING

Our team has reviewed the solicitation, and understands that the City of New Smyrna Beach is seeking the services of a consulting firm on an ongoing basis for a master services contract. Our team has provided these types of services for numerous similar sized Cities throughout the State, and are well staffed to provide the City with the required architecture services. CPH has been providing services to our municipal clients dating back to the 1980's and has served the City of New Smyrna Beach directly under our engineering services contract since 2014.

Through not only our experience with the City, but our extensive 40+ year history in Volusia County and Central Florida we have developed a thorough understanding of the local conditions, character, and the City's codes / design guidelines. We have worked to also develop an understanding of your design preferences and project delivery process. Combined our expertise and this knowledge will allow us to hit the ground running on any project assigned under this contract.

APPROACH TO PROJECT MANAGEMENT



The key to managing and controlling the project schedule and budget will be continual coordination between all CPH team members and the City program manager. This team effort will be directed by Mr. Brook K. Sherrard, AIA, NCARB, who has more than 23 years of experience related to this type of project. To maintain proper control of the schedule and budget, the CPH project manager and team members will continually monitor the project on a weekly and monthly basis from inception to completion. Typical management tools to monitor schedule and budget include field coordination meetings, weekly/monthly look-ahead schedules that are updated routinely, and detailed 90-day schedules updated monthly.

APPROACH TO STAKEHOLDER CONSENSUS AND PROGRAMMING (PHASE I)

CPH believes in providing a balanced and thoughtful approach to stakeholder engagement for assigned projects. Our team understands that each project is unique and stakeholders can include not only the City's project management staff, but key stakeholders such as end users or community participants. These types of projects require a team that understands balancing needs, wants, and budgets (construction and operation). Our approach to the programming and consensus building for projects is focused around creating meaningful workshops and stakeholder group outreach. Our approach includes:

- **WORKSHOP #1 – PARTNERING**
  Typically at this workshop, CPH will gather all stakeholders to have a group discussion on project goals, objectives, list of wants, must haves, and needs. At this meeting, our team will present minimum design requirements, funding/budget requirements, and any other preliminary data available (site constraints, etc.), and use this as a starting basis for the discussion.

- **STAKEHOLDER INTERVIEWS**
  After workshop number one, CPH will hold individual meetings with key stakeholders to understand how they will potentially use the facility, challenges / opportunities, and any other general feedback they may wish to share.

- **DELIVERABLE: TECHNICAL MEMO**
  After the stakeholder interviews and the workshop, CPH will deliver a summary that outlines the collective desired improvements, meeting summaries, and rough order of magnitude costs associated with different preliminary options.

- **WORKSHOP # 2 – PROGRAMMING**
  After the delivery of the technical memo, our team will hold another stakeholder workshop. At this workshop CPH will provide a high-level review of the findings from the stakeholder outreach and present 3 different program layouts/options for the project. Having everyone in the same room, our team will go over each program individually to get feedback on each concept. This will allow the users, other key stakeholders, and the City to help "author" the final program for the project.

- **MASTER PLANNING**
  Once a program is defined, the spaces will be overlayed on a site plan and 3 concepts will be developed to show potential layouts and phasing. This is similar to the approach CPH recently implemented with the City of Wildwood, where we created an updated master plan for their regional park and recreational center. This will be a vital step in creating the long term vision and avoiding costly changes in the future by creating an plan that accommodates for future expansions or improvements based on budget.

- **DELIVERABLE: THREE CONCEPT MASTER PLANS**

- **WORKSHOP # 3 – MASTER PLAN**
  Once the City and stakeholders have had a chance to review the master plans, our team will hold a workshop. This workshop will provide a review of the ultimate build out of the improvements, elevations, and a priority list of wants vs. needs. This information will ultimately be used to create an implementation plan.

- **DELIVERABLE: FINAL MASTER PLAN, CAPITAL PLAN, AND PHASING PLAN**

4. DESIGNING TO A BUDGET

Designing to a budget is based on a two-fold approach. One is the actual construction cost associated with the development of the project. The second is related to the operations and maintenance costs. For the first topic, the construction cost, our team will provide the City with updated costs throughout the programming and master planning phases. These will be Class I and Class II estimates that focus on preliminary costs and rough order of magnitude. As we get further in the design process of phase I, our team will deliver Class III, IV, and IV opinions of probable cost with each design submittal. This will allow the City to make the best decisions on how to move the project forward.

For the second topic, operational costs, our team will provide life cycle analysis for each major finish/product. This will include maintenance requirements, replacement costs, and typical life of products/equipment. This allows the City staff to make the best decision not only for the construction cost but align their vision on costs to operate the facility with the budget for the improvements. This will also provide the City with an understanding of potential paybacks for a higher end finish or equipment. For instance, maybe the City can save the extra amount added during construction through energy savings within 5 years. This payback period may be an attractive alternative to a higher operational cost.

5. TYPICAL DESIGN PROCEDURE

We have outlined our typical design procedure below. This process follows a proven systematic approach to the development of construction documents following a successful planning and programming phase.

PHASE II SCHEMATIC DESIGN (30% DESIGN DEVELOPMENT)

After the City's review and approval of the program requirements, we will move into the Schematic Design. This will create the solutions to the needs and challenges identified during Programming. We will arrange all the spaces and establish the flow of the public and staff into the optimum arrangement for the operations and safety of all occupants, while satisfying the building codes and standards. The challenge of these solutions will be the balance to incorporate all program requirements, maintain organization of daily operations and verify construction budgets.

- Some of the key items to concentrate on during the Schematic Phase include but are not limited to the following:
  - » Allocate provision for communication devices and technology to be accessible between all buildings
  - » Provide emergency backup for all functions
  - » Design buildings to be well equipped to serve all functions outlined in the program.
  - » Maximize potential of office spaces and parking areas
  - » Evaluate potential of site drainage pattern and location of hazard material
  - » Review building materials in relation to cost, maintenance and life span

At the end of schematic design, the following elements should be established:

Preliminary Site Plan

- Campus layout for all site elements (buildings, parking lots, infrastructure, landscape and roadways)

Building Elements

- Building plans
- Building sections
- Building elevations
- Preliminary mechanical, electrical and plumbing system reviews
- Relocation plan for existing operational facilities

PHASE III DESIGN DEVELOPMENT (60% DESIGN DEVELOPMENT)

This is the phase when the A&E team develops many of the technical aspects of the building. The team will decide on the type and size of the structural system, mechanical, electrical and plumbing systems, and building materials construction type. At the same time, the site takes shape with entry / delivery points, parking and landscape. Modifications are made at this time, if necessary, to keep the project within the budget. It is the purpose of design development to finalize the full nature and scope of the project, including finishes, markings, equipment, features and systems. Conceptual structural engineering work begins during this phase.



ENGLEWOOD WAREHOUSE & MAINTENANCE OFFICE

All environmental loads are established based on building code, geotechnical soils data is assessed for consideration of foundation type, and additional coordination takes place for structural building main frame material selection. At the completion of design development, the facility's design decisions should be complete and will include the following:



OUC WAREHOUSE

Final Site Plan

Building Elements

- Building plans, development and finalization
- Building sections
- Building elevations
- Building details
- Building finishes
- Building Demolition Sequencing Plan
- Value Engineering

PHASE IV CONSTRUCTION DOCUMENTS (90% DESIGN & 100% CONSTRUCTION DOCUMENTS)

Upon approval of the Design Development, the Construction Documents phase will begin. During this phase, all decisions on how to construct the facility will be finalized and documented for bidding and construction. The following materials will be prepared:

- Construction drawings
- Technical specifications

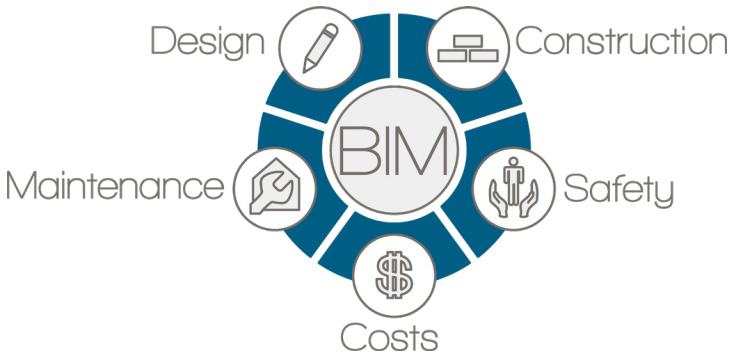
As the Detail Design work proceeds, we will continue to review the plans and specifications with the City on a regular basis. While major components of engineering systems and building materials have been identified during Design Development, it is important for the City to be kept aware of their detail applications. Regular reviews, in addition to periodic special design review meetings, will be held in your offices for your convenience.

PHASE V CONSTRUCTION ADMINISTRATION

The Construction Administration will be organized according to the needs of the project. Our basic Construction Administration services will include professionals from each of the design team disciplines. These representatives will: Review contractors' submittals for material and equipment to be included in the project. The submittals will be reviewed for compliance with the Contract Documents. These professionals will conduct scheduled project site visits and will also be on call during the Construction phase. When the project or a phase of the project has reached substantial completion, we will arrange a formal review of the project that will include the Client representatives, our representatives and the contractor. From this review, we will prepare a list of work to be completed or corrected and make a recommendation on acceptance of the work as the final work is completed along with collection of warranties and close out manuals.

UTILIZING BUILDING INFORMATION MODELING TO COLLABORATE

Building Information Modeling (BIM) refers to a digital collection of software applications designed to facilitate coordination and project collaboration. It can also be considered as a process for developing design and construction documents by virtually constructing the project on the computer before construction begins. Using BIM tools, designs can be developed directly in 3D as a collection of model elements. As the project is developed, increasing amounts of intelligence are added to each model element, and this intelligence is captured in a database. BIM is a multidimensional model (3D, 4D [time] and 5D [cost]) in which a virtually unlimited range of visual and non-visual project and building related information is tagged or attached to each model element as a collection of attributes.



The BIM models will be used at each workshop, as needed, to help review the design and progress decisions. By viewing the project and how decisions effect the quantities and model in real-time, the stakeholders will be able to make more effective decisions. The BIM model will not only assist with clash detection, but provide a strong base to collaborate on size, location, features, etc. In addition, the BIM model can be converted for use with virtual and/or augmented reality through Oculus headsets. This will allow the City and stakeholders to view the proposed improvements and space. This is a powerful tool we can implement for collaboration so the City can visualize improvements prior to any construction.

The CPH team has created a preliminary BIM Execution Plan (BEP) for the project that will provide a framework that will facilitate the utilizing BIM technology in an efficient and realistic way on this project as well provide an interactive way too collaborate. This BEP is used to define the protocols, expected level of development and authorized uses of the Building Information Model on this Project and assigns specific responsibility for the development of each Model Element to a defined Level of Development at each Project phase. The CPH team will develop the design at each stage using the following BIM software:

DISCIPLINE	AUTHORING SOFTWARE	VERSION
Architectural	Revit Architecture	2021
Structural	Revit Structure	2021
Mechanical, Electrical, Plumbing, Fire Protection, Telecomm, Security	Revit MEP	2021
Civil	AutoCAD	2021
Landscape	AutoCAD	2021
Clash Detection	Revit, Navisworks Manage	2021

SUSTAINABILITY

Fundamentally, we will incorporate the goals of higher performance by implementing sustainable choices throughout the planning, design, construction and operational phases of the project while maintaining a flexible framework to allow for changes as needed to support the overall goals of the program. CPH's goal will be to work with the City throughout our collaborative workshops to identify areas where we may capture points from the program in order to achieve a sustainability goals and assist the City in making decisions and understanding how those impact project budget. The team has established the following goals for projects:

QUALITY OF LIFE

- Exceed Regulatory Requirements
- Implement Local Community Benefits
- Enhance Community Views

RESOURCE ALLOCATION

- Balanced Site Improvements
- Reduction in Energy Demand
- Use of Recycled Materials

LEADERSHIP

- Sustainable Project Management
- Local Job Creation
- Interdisciplinary Team Work

NATURAL WORLD

- Stormwater Infiltration
- Flood Reduction
- Preservation of Ecologically Sensitive Areas

CLIMATE & RESILIENCE

- Carbon Reduction
- Increased Resilience to Climate Change
- Reduced Air Pollution

QUALITY CONTROL/QUALITY ASSURANCE

CPH has an established corporate culture that places emphasis on quality control and assurance for our clients. The firm and team members are dedicated to this process and incorporation of good design and construction practices from the inception of projects. CPH's corporate quality initiatives includes developing a quality control/assurance standardization committee, benchmark reviews by experienced, qualified technical personnel, and means and methods quality reviews by licensed general and utility contractors. The team routinely meets with clients to conduct completed project reviews to evaluate team performance and identify opportunities to enhance service.

CPH's established corporate culture is instilled in every team member and requires that the staff act as an extension of our clients staffing, providing them with services that are on time, within budget, cost effective, and of the highest level of quality. CPH has Standard Operating Procedures (SOP) for all of our major programs (transportation, infrastructure, utilities, stormwater, commercial, residential, and municipal) that include project management techniques, cost estimating, design alternative reviews, subconsultant design reviews, and client communication requirements.

FOUR LEVEL QUALITY CONTROL REVIEW SYSTEM

CPH's quality control system is separated into four (4) distinct levels described as follows:

1. Project Manager QA/QC Review: CPH project managers are trained to review all documentation, including information received from the client, other agencies, subconsultants, and internal drawings and specifications. This is the first step in assuring accurate information and proper project design. The project manager is responsible for reviewing the project for accuracy and required changes.

2. Technical Review Committee Member QA/QC Review: Throughout the design phase, starting from inception, CPH provides one to two team members that will work with the project manager and designer to review areas of concern and offer additional technical expertise. This person is not involved in the daily design facets, but is kept up-to-date through the use of monthly design updates. The technical review committee provides a quality check various design options, plans, and other construction documents at the 30%, 60%, 90%, and 100% completion intervals.

3. "Full Field" Of QA/QC Review: At the 30%, 60%, and 90% stages of the design, the project documentation and specifications are turned over to engineers from other fields to review alternative options and quality of plans. For example, an infrastructure project will be turned over to an independent engineer in our roadway or utility department. This provides a complete internal audit from personnel that have not been involved in the project and are "seeing the project for the first time".

4. Contractor/Inspector QA/QC Review: In addition to engineers and construction personnel, the team has the added value of having on-staff licensed general and utility contractors that can review projects from various perspectives. With experienced personnel that have provided construction services for over 30 years, we are able to review the project from a constructability and/or mean and methods view point. In addition, the licensed on staff contractors review projects and provide "real-time" cost estimates throughout the duration of the project. This construction experience allows the team to view projects through the eyes of a contractor with the ability to identify intangible cost factors, elements such as restricted site conditions, specialized equipment requirements, excessive material and labor costs, impacts on schedules, etc. that may not be apparent to a design engineer.

CONFLICT OF INTEREST STATEMENT

State of Florida: City of Sanford

Before me, the undersigned authority, personally appeared Nikhel Jindal, GCC, Assoc. DBIA, ENV SP who was duly sworn, deposes, and states:

1. I am the Vice President / Associate of CPH, Inc. with a local office in DeLand, FL (City & State) and principal office in Sanford, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 10-22-ENG, Continuing Professional Architectural Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Typed Name

Signed

Vice President / Associate
Title

February 14th, 2022
Dated

Sworn to and subscribed before me this 14th day of February 2021.

Personally known X OR produced identification ____. Identification type:

Notary Public: State of Florida County of Seminole

Audrey Rivera
Printed, typed, or stamped commissioned name of notary public

Notary Public State of Florida
Audrey Rivera
My Commission GG 323658
Expires 04/15/2023

My commission expires: April 15, 2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

101 N. Woodland Blvd., Suite 305

DeLand, FL 32720

Check [X] if there are workplaces on file that are not identified here.

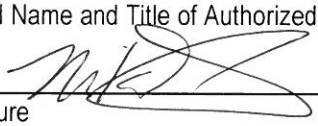
As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

CPH, Inc.

Firm Name

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Vice President / Associate

Printed Name and Title of Authorized Representative



Signature

February 14th, 2022

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Seminole

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP, being first duly sworn, deposes and says that:

He/she is Vice President / Associate of CPH, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice President / Associate
Title

Subscribed and sworn to before me this 14th day of February, 2022.

Title

My Commission Expires: April 15, 2023

Notary Public State of Florida
Audrey Rivera
My Commission GG 323658
Expires 04/15/2023

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2021.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

Proposer Signature

CPH, Inc.

Firm Name

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Revised Addendum 1: February 2, 2022

TO ALL PROPOSERS:

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Received by:

Proposer Signature

CPH, Inc.

Firm Name

VENDOR INFORMATION

BID #:	RFQ 10-22-ENG
BID TITLE:	CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Respondent Information	
Company Name: CPH, Inc.	Federal Employer Identification Number or SS Number: 59-2068806 DUN Number: 58232349
Mailing Address 101 N. Woodland Blvd., Suite 305	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code DeLand, FL 32720	Incorporated in the State of: Florida
Corporate Address: 500 W. Fulton Street	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code Sanford, FL 32771	State of Florida Department of State Certificate of Authority Document No: F22258
Telephone No. 407.322.6841	
Email Address: info@cphcorp.com	
If remittance address is different from the mailing address so indicate below.	
500 W. Fulton Street Sanford, FL 32771	
List Principals (Print):	
President: David A. Gierach, P.E., CGC	Vice President: Please See Attached.
Secretary: Patricia Hunt	Treasurer: Please See Attached.
Other:	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
Printed Name

Title: Vice President / Associate

Date: February 14th, 2022

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CPH, INC. LIST OF OFFICERS

President / Principal / Controlling Shareholder / Co-Treasurer
David A. Gierach, P.E., CGC

Chief Executive Officer / Principal/Controlling Shareholder / Co-Treasurer
Kamran Khosravani, P.E.

Executive Vice President/Associate
Peter-John F. Sutch, P.E., LEED AP

Sr. Vice Presidents/Associates
Jeffrey M. Satfield, P.E., ENV SP
Carlos J. Sanchez, P.E.
David E. Mahler, P.E.
Todd H. Hendrix, P.E.
Brett Markovitz
Wade P. Olszewski, P.E.
Thomas J. Galloway, PSM
Jason L. Toole, P.E., LEED AP
Kurt R. Luman, Jr., P.E.

Vice Presidents/Associates
James K. Winter, RLA, CLARB
Javier E. Omana, CNU-a
N. Katriina Bowman, P.E., CCS
Leopoldo J. Ayala, P.E.
David A. Terwilleger, P.E., CGC
Benjamin M. Fries
H. Lawrence Wray, P.E.
Alan R. Carpenter, P.E.
Amy E. Daly, LEED AP
Ben C. Buencamino
Scott A. Breitenstein, P.E.
Gerald M. Cox, CGC, CUC
Randall L. Roberts, PSM
John A. Baer, AIA, NCARB, LEED AP, BD+C, GGP
Carlos L. Gonzalez, P.E.
Josh A. Bryant, P.E., LEED AP
Nicole E. Cianchetti, P.E.
Nikhel Jindal, GCC, Assoc. DBIA, ENV SP
James R. Morris, Jr., P.E.
Ismail Ilker Uzun, AIA, LEED AP BD+C
Jose M. Ortiz, MCE, P.E.
Rocco R. Nasso, P.E.
Yinhui (Lucida) Xu, Ph.D., P.E., BCEE, ENV SP
Jason L. James, P.E.
Brook K. Sherrard, AIA, NCARB
Christopher DeWaal, P.E.
Kyle M. Bechtelheimer, P.E.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CPH, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 West Fulton Street

Requester's name and address (optional)

6 City, state, and ZIP code
Sanford, FL 32771

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	0	6	8	8	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ David A. Duval Date ▶ 10/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: February 7th, 2022

VENDOR NAME: CPH, Inc.

VENDOR DBA: CPH

PRODUCT/SERVICE PROVIDED: Architecture and Engineering

DEPARTMENT:

PREPARED BY: Jesse Suda/Marketing Manager

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
500 W. Fulton Street	500 W. Fulton Street	101 N. Woodland Blvd
ADDRESS	ADDRESS	ADDRESS
		Suite 305
Sanford, FL	Sanford, FL	Deland, FL
CITY/STATE	CITY/STATE	CITY/STATE
32771	32771	32720
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: CPH, Inc.

E-MAIL: info@cphcorp.com

OFFICE PHONE: 407.322.6841

FAX: 407.330.0639

MOBILE PHONE: N/A

FEDERAL TAX ID#: 59-2068806

DUNS Number: 58232349

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Nikhel Jindal, GCC, Assoc. DBIA, ENV SP ; Vice President / Associate
(Print Individual's Name and Title)
for CPH, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 101 N. Woodland Blvd., Suite 305 DeLand, FL 32720

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2068806

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 14th day of February, 2021.

Personally known X

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: April 15 2023.

Notary Public State of Florida
Audrey Rivera
My Commission GG 323658
Expires 04/15/2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VI - REFERENCES-PAST & PRESENT

CPH has provided similar services for numerous clients throughout Florida. CPH is the best suited firm to provide services to the City of New Smyrna Beach as a direct result of the firm's experience, team's knowledge, local availability, and great working relationships with regulatory agencies. CPH has performed the required services for numerous clients on a continuing basis and has many satisfied clients. We encourage you to contact our continuing clients about the level of professionalism and quality of our firm and project team. A sample of our Clients includes:

PAST REFERENCES

Sanford Airport Authority (Since 2009)

Client Contact:
George D. Speake, Jr., A.A.E., Executive Vice President/ COO, Airport Security Coordinator, 1200 Red Cleveland Blvd, Sanford, FL 32773
Phone: 407.585.4006
E-Mail: Gspeake@osaa.net

- Orlando Sanford International Airport Terminal Expansion
- Orlando - Sanford International Airport FIS Project

Monroe County (Since 2015)

Client Contact:
Cary Vick, Project Manager, 1100 Simonton Street Room 2-216, Key West, FL 33040
Phone: 305.295.4339
Fax: 305.295.4321
Email: vick-cary@monroecounty-fl.gov

- Monroe County Fire Station - Cudjoe Key

City of Deland (Since 1997)

Client Contact:
Ray Bahrami, P.E., PMP, CPM, CFM, Director of Engineering/City Engineer, 1102 S. Garfield Ave., DeLand, FL 32724
Phone: 386.626.7189
E-Mail: Riger@deland.org

- Spec Martin Stadium Design Criteria Package
- West Georgia Avenue Streetscape and Landscaping Improvements
- Earl Brown Park
- DeLand New Public Works Complex
- Alabama Avenue Greenway Phase 1 & 2 (FDOT LAP)
- Dr. Joyce M. Cusak Community Resource Center

PRESENT REFERENCES

City of Leesburg (Since 2017)

Client Contact:
Ken Thomas, CRA Manager, 501 West Meadow Street Leesburg, FL 32749
Phone: 352.728.9765
Email: ken.thomas@leesburgflorida.gov

- West Leesburg Neighborhood Resource Center
- Leesburg Aquatic Complex
- Leesburg Teen Center

Pasco County (1/2021 - Ongoing)

Client Contact:
Cynthia Riviera, Senior Project Manager, 4111 Land O' Lakes Blvd, Suite 107, Land O' Lakes, FL 34639
Phone: 813.929.2721
Email: crivera@pascocountyfl.net

- Pasco County Facilities & Maintenance Central Office and Warehouse

City of Bartow (9/2021 - Ongoing)

Client Contact:
Mr. Russell Martin, Public Works Director, 450 N. Wilson Avenue, Bartow, FL 33830
Phone: 863.534.0100
Email: rmartin.pw@cityofbartow.net

- Bartow Public Works Administration and Solid Waste Administration Buildings

HOURLY BILLING RATES

Effective: December 20, 2021

Category	Rate [1]
Principal	$300
Program Manager	$260
Senior Project Manager	$235
Project Manager	$180
Senior Project Engineer	$160
Project Engineer	$140
Principal Traffic Engineer	$260
Senior Traffic Engineer	$160
Traffic Engineer	$140
Traffic Analyst	$125
Principal Environmental Scientist	$260
Senior Environmental Scientist	$160
Lead Environmental Scientist	$120
Environmental Scientist	$110
GIS Analyst	$115
Principal Planner	$260
Senior Planner	$160
Planner	$120
Principal Architect	$260
Senior Architect	$180
Architect	$160
Senior Architectural Manager	$150
Architectural Manager	$145
Senior Architectural Designer	$140
Architectural Designer	$125
Interior Designer	$125
Principal Structural Engineer	$260
Senior Structural Engineer	$180
Structural Engineer	$140
Principal MEP Engineer	$260
Senior MEP Project Engineer	$180
MEP Project Engineer	$140
Principal Landscape Architect	$260
Senior Landscape Architect	$160
Landscape Architect	$135

Category	Rate [1]
Project Coordinator	$100
Senior Project Designer	$145
Project Designer	$130
Senior Design Technician	$125
Design Technician	$105
CADD Technician	$95
Graphic Designer	$120
Administrative	$90
Clerical	$75
Network Admin. (I)	$95
Senior Construction Manager	$165
Construction Manager	$140
Construction Field Representative II	$125
Construction Field Representative I	$95
Principal Surveyor	$260
Senior Professional Surveyor	$160
Professional Surveyor and Mapper	$145
Field Technician/Designer	$120
Surveyor in Training	$110
Survey Project Manager/CADD	$135
Field Crew Coordinator	$125
Survey Party Chief	$100
Survey Instrument Man	$90
Senior Survey CADD Technician	$125
Survey CADD Technician	$95
Survey Crew (2 Man)	$180
Survey Crew (Construction Staking - 2 Man)	$220
Survey Crew (3 Man)	$260
GPS (1 Man) / Robotics	$165
GPS (2 Man)	$220
1 Man Scanner/Laser Survey Crew	$285
2 Man Scanner/Laser Survey Crew	$320

1 - Hourly rates include all labor; overhead; margins and profit. Travel over 100 miles will be charged at the current IRS Rates. Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense. Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.

CONTRACT RENEWAL
FOR PROFESSIONAL ARCHITECTURAL SERVICES
HALL & OGLE ARCHITECTS, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for **PROFESSIONAL ARCHITECTURAL SERVICES**, via **RFQ 10-22-ENG**; and

WHEREAS, the City accepted the qualifications of **HALL & OGLE ARCHITECTS, INC.**, (Firm); and

WHEREAS, the parties desire to enter into the first of two (2) possible one (1) year renewals of the contract pursuant to the **RFQ.**

NOW, THEREFORE, THE CITY AND **HALL& OGLE ARCHITECTS, INC.**, AGREE AS FOLLOWS:

1. The City and **HALL & OGLE ARCHITECTS, INC.**agree to all the terms and conditions as stated and contained in the Professional Services Agreement, **RFQ 10-22-ENG**, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's **RFQ**, the **RFQ** Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the first of two (2) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from_____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

HALL & OGLE ARCHITECTS, INC.

By: David C. Ogle, Vice Pres.
Name and Title

Date: 4.30.25

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, Esq., City Attorney

Date: _____

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is David Ogle. I am over the age of Twenty-one years old. I am the Vice President (Title) of Hall & Ogle Architects, Inc. (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: April 30th, 2025

Signed: David Ogle

Print Name: David Ogle

Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 30th day of April, 2025 by David Ogle as Vice President on behalf of Hall & Ogle Architects, Inc. who is personally known to me or who has produced _____ as identification.

(Notary Seal)

TODD DONLICK
Notary Public - State of Florida
Commission # HH 640716
My Comm. Expires Mar 13, 2029
Bonded through National Notary Assn.

Todd Donlick

Notary Public, State of Florida

Printed name, commission and expiration of commission term

Client#: 1049350 HALLOGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Suite 400
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: TeamAECertificate@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Main Street America Protection Insuranc	13026
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hall & Ogle Architects Inc
208 Magnolia Avenue
Daytona Beach, FL 32114-4306

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	UB8K6464592447G	08/21/2024	08/21/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability			DPS5035570	10/31/2024	10/31/2025	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT FOR HALL & OGLE ARCHITECTS, INC. CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of June, 2022, by and between **Hall & Ogle Architects, Inc,** duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Ave., Daytona Beach, Florida 32114, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 10-22-ENG**, Continuing Professional Architectural Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement shall automatically renew for two (2) optional, automatic, (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 10-22-ENG**, Continuing Professional Architectural Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal w Fee Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Hall & Ogle Architects, Inc

David Ogle, Vice Pres.
(Name, Title)

Hall & Ogle Architects, Inc.
(Company)

208 Magnolia Ave
(Address)

Daytona Beach, FL 32117
(City, State, Zip)

386.255.6163
(Phone)

SECTION 9. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

Contractor's Initials: DO

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

Schyler Cerqueira
Print Name and Title

Hall & Ogle Architects, Inc

Authorized Signature

David Ogle, Vice Pres.
Print Name and Title

Date: 5.13.22

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Date: June 14, 2022

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 6/28/2022

Purchasing Initials:

Dated: 6/20/22

Contractor's Initials:



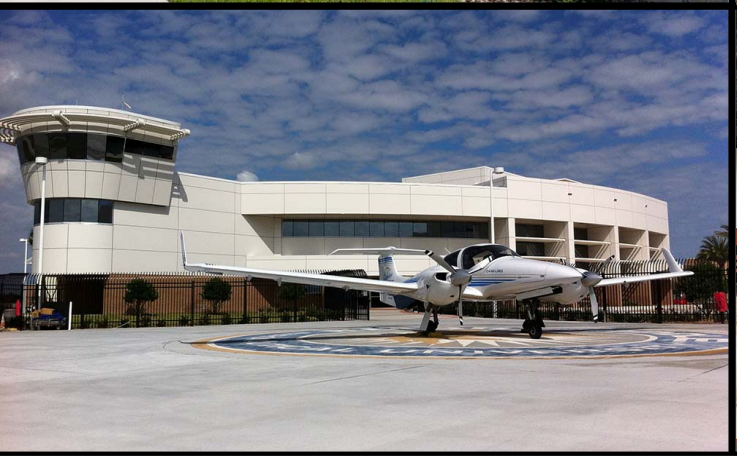


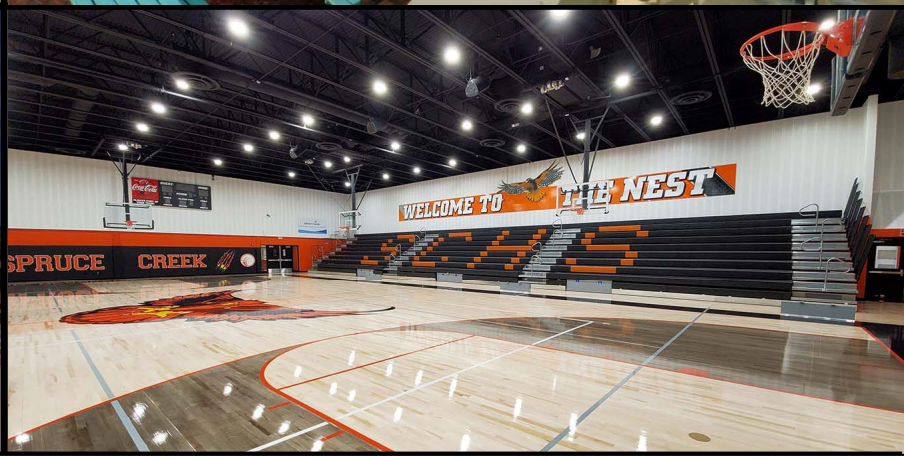
REQUEST FOR QUALIFICATIONS STATEMENT
CITY OF NEW SMYRNA BEACH
CONTINUING ARCHITECTURAL SERVICES
RFQ NO. 10-22-ENG

SECTION 1









2022

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

ELECTRONIC COPY

1900

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
AA-C000925

February 14, 2022

Ms. Janet Vivian, Purchasing Coordinator
City of New Smyrna Beach, Fl. - Purchasing Department
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: Request for Qualifications Statement
RFQ No. 10-22-ENG, Continuing Professional Architectural Services

Dear Ms. Vivian and Selection Committee Members:

We would like to thank you very much for the opportunity to present our firm, Hall and Ogle Architects, Inc., for consideration as your Design Professional for the upcoming Continuing Professional Architectural Services contract.

Hall & Ogle Architects, Inc. is a local Volusia County architectural firm located in the downtown area of Daytona Beach. Founded in 1981, Hall & Ogle Architects has chosen to focus our architectural services in and for the communities of Volusia County, and we have dedicated our practice to providing sound, professional architectural support for their continued growth and prosperity for over 40 years. It is therefore our pleasure to submit our qualifications, abiding by Florida Statues Chapter 287.055 (CCNA), for Continuing Professional Architectural Services for the City of New Smyrna Beach.

Hall & Ogle Architects, Inc. is an 'S' Corporation, and will head the team for this project to include Civil Engineers Parker Mynchenberg and Associates (Holly Hill, Fl.), FCI Structural Engineers (Apopka, Fl.), Mechanical Engineers Sabiston Engineering Group (Apopka, Fl.), Plumbing and Electrical Engineers Matern Professional Engineering (Maitland, Fl.) and Nadic Engineering Services (Orlando).

We believe that our firm is uniquely qualified to provide architectural services to the city of New Smyrna Beach for the following reasons:

- A 40 year history of providing successful services to numerous municipalities, public institutions and private organizations.
- Hands-on involvement by a firm principal from the beginning until the end of your project.
- Extensive experience in coordination, administration, and design production of continuing service contracts.

Over the past 40 years our public clients include the Cities of New Smyrna Beach, Daytona Beach, South Daytona, Port Orange, Ormond Beach and Holly Hill, the Volusia County Council, the Volusia County School District and Daytona State College. We have maintained a continuing service contract for architectural services with the County of Volusia, the Volusia County School Board, and the cities of Daytona Beach, Ormond Beach and South Daytona. In doing so, we have established a positive working relationship with these municipalities and agencies.

Our primary goal is to give our clients unparalleled service from the initial programming process though to the one-year warranty walk through inspection. One of the firm's two principals are assigned to every project we do, meaning your project will have a principal intimately involved with your personnel and your project for a

seamless flow through the entire study. You will work with the same principal of the firm through each step of the project and renovation.

Most importantly Hall and Ogle has extensive experience in the successful design of municipal facilities. Since the firms inception in 1982 we have designed numerous difference municipal facilities including community centers, city halls, schools, fire stations, police stations and parks.

Additionally, our firm is committed to serving our clients through the integration of sustainable design practices. We offer an insight into what's possible within these practices and how they relate to the overall success of the project. Whether it's a project's pursuit of LEED Certification or a more cost-effective design strategy, our LEED Accredited Professionals are well positioned to meet and exceed the needs of the City.

We are committed to developing long term relationships with our clients as their advocate in all their architectural needs. We look forward to the opportunity to build our relationship with the City of New Smyrna and provide you with exceptional architectural and engineering services.

Respectfully,



David D. Ogle, RA,NCARB, LEED AP - Principal / Vice President (Primary Contact)
Hall & Ogle Architects, Inc. - 208 Magnolia Avenue - Daytona Beach, Florida 32114
(386) 255-6163
dogle@hoarchitects.com
www.hoarchitects.com



Return to Detail Screen

Events

HALL & OGLE ARCHITECTS, INC.

Document Number	F93505
Date Filed	08/01/1982
Effective Date	None
Status	Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	03/03/2016		OLD NAME WAS : HAWKINS, HALL & OGLE, ARCHITECTS, INC.
AMENDMENT AND NAME CHANGE	12/06/2006	01/01/2007	OLD NAME WAS : HAWKINS & HALL ARCHITECTS, INC.
AMENDMENT AND NAME CHANGE	11/09/1998	01/01/1999	OLD NAME WAS : SAYERS & HAWKINS, ARCHITECTS, INC.
NAME CHANGE AMENDMENT	11/03/1993		OLD NAME WAS : BLAIS, SAYERS & HAWKINS, ARCHITECTS, INC.
NAME CHANGE AMENDMENT	06/27/1989		OLD NAME WAS : BLAIS, SAYERS & HAWKINS, ARCHITECTS INC.
NAME CHANGE AMENDMENT	03/28/1989		OLD NAME WAS : BLAIS & SAYERS ARCHITECTS, INC.

Return to Detail Screen

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 02, 2021
Secretary of State
2409803683CC

DOCUMENT# F93505

Entity Name: HALL & OGLE ARCHITECTS, INC.

Current Principal Place of Business:

208 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114

Current Mailing Address:

208 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114 US

FEI Number: 59-2209909

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

OGLE, DAVID D JR.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DAVID D. OGLE, JR. 02/02/2021

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DP	Title	DVP
Name	HALL, JOHN E	Name	OGLE, DAVID D JR.
Address	45 IVANHOE DRIVE	Address	220 VENETIAN WAY SOUTH
City-State-Zip:	ORMOND BEACH FL 32176	City-State-Zip:	PORT ORANGE FL 32127

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID OGLE VICE PRESIDENT 02/02/2021

Electronic Signature of Signing Officer/Director Detail — Date

PROFESSIONAL REGISTRATION

HALL & OGLE ARCHITECTS, INC.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, JOHN E

208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR0010727

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

OGLE, DAVID DEWEY JR

HALL & OGLE ARCHITECTS, INC
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR93986

EXPIRATION DATE: FEBRUARY 28, 2023

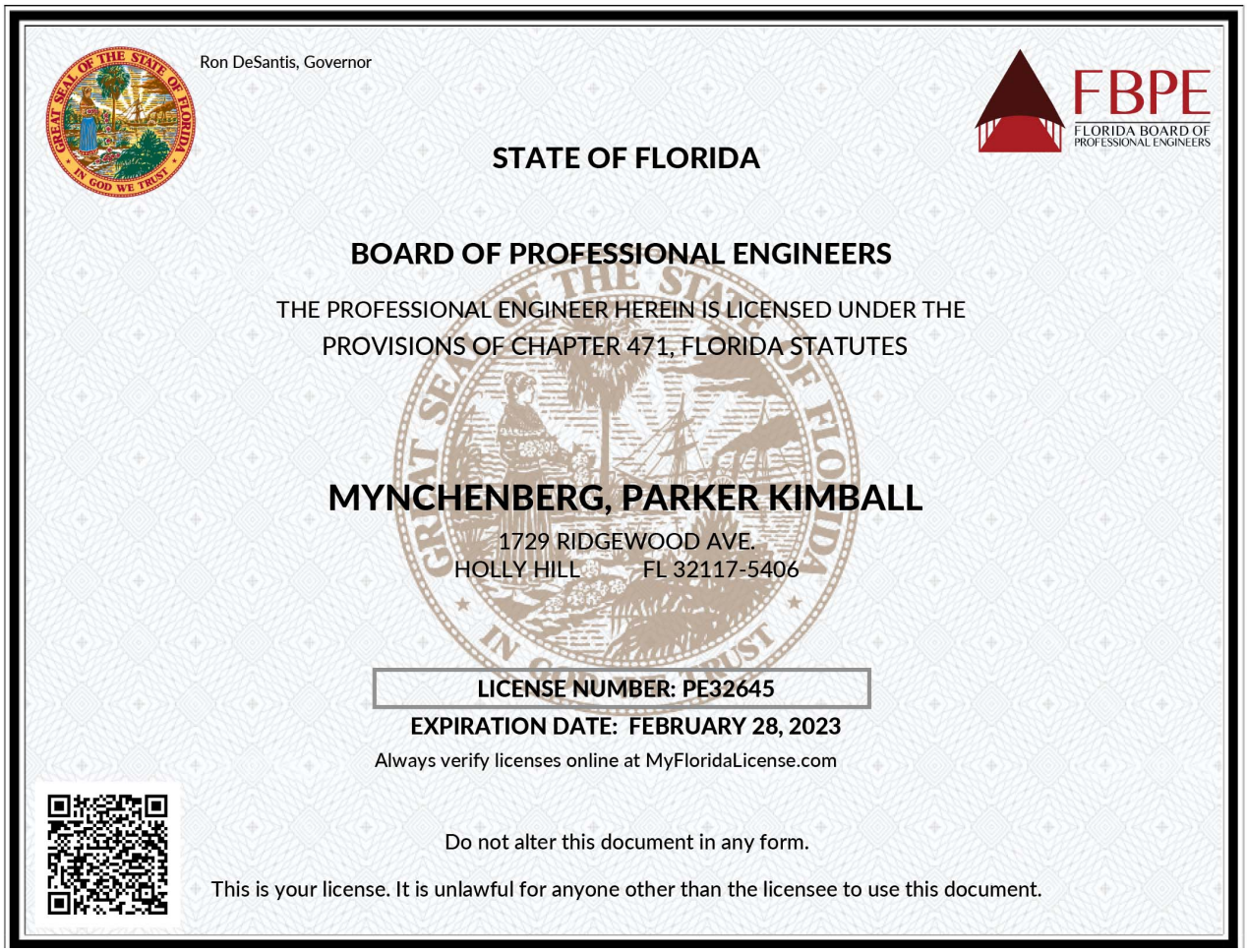
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PROFESSIONAL REGISTRATION

HALL & OGLE ARCHITECTS, INC.



Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MYNCHENBERG, PARKER KIMBALL

1729 RIDGEWOOD AVE.
HOLLY HILL FL 32117-5406

LICENSE NUMBER: PE32645

EXPIRATION DATE: FEBRUARY 28, 2023

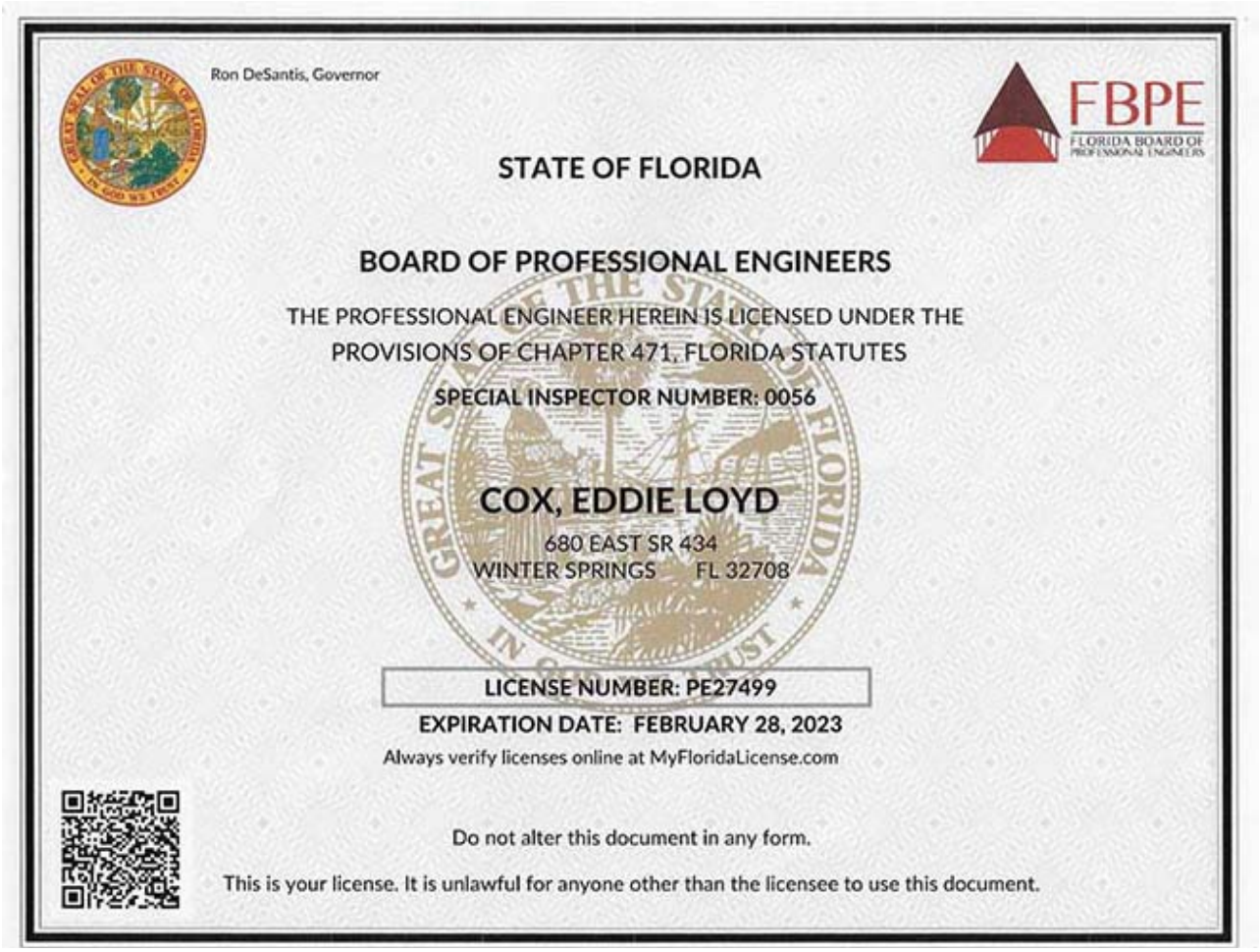
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PROFESSIONAL REGISTRATION

HALL & OGLE
ARCHITECTS, INC.



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 0056

COX, EDDIE LOYD

680 EAST SR 434
WINTER SPRINGS FL 32708

LICENSE NUMBER: PE27499

EXPIRATION DATE: FEBRUARY 28, 2023

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PROFESSIONAL REGISTRATION

HALL & OGLE ARCHITECTS, INC.

Ron DeSantis, Governor

Julie I. Brown,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SABISTON, DONALD J.

322 KENTUCKY BLUE CIRCLE
APOPKA FL 32712

LICENSE NUMBER: PE54889

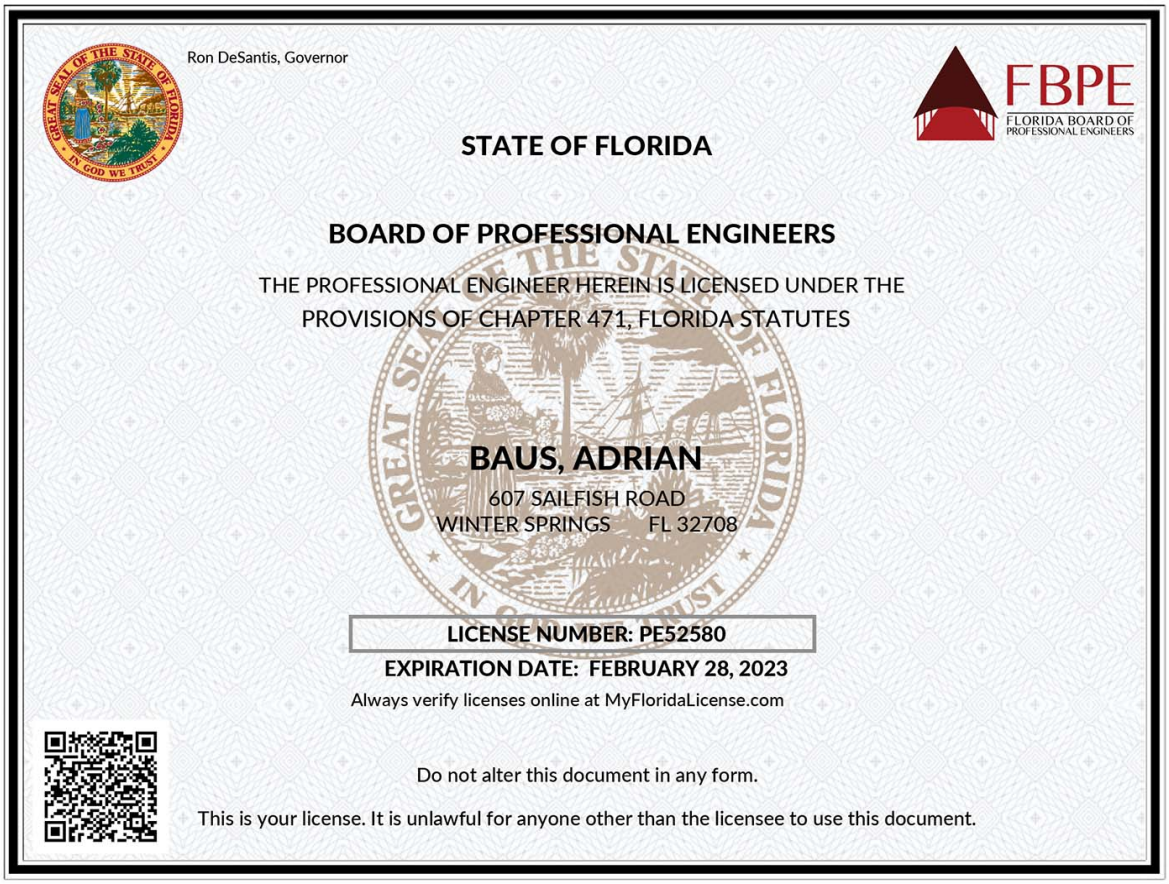
EXPIRATION DATE: FEBRUARY 28, 2023

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PROFESSIONAL REGISTRATION



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BAUS, ADRIAN

607 SAILFISH ROAD
WINTER SPRINGS FL 32708

LICENSE NUMBER: PE52580

EXPIRATION DATE: FEBRUARY 28, 2023

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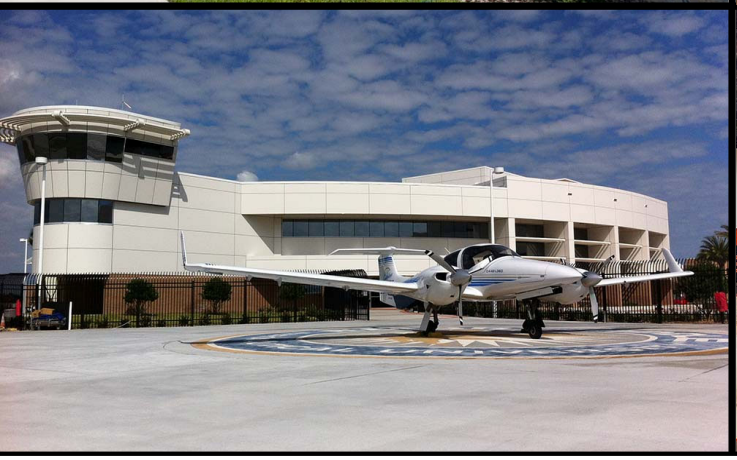


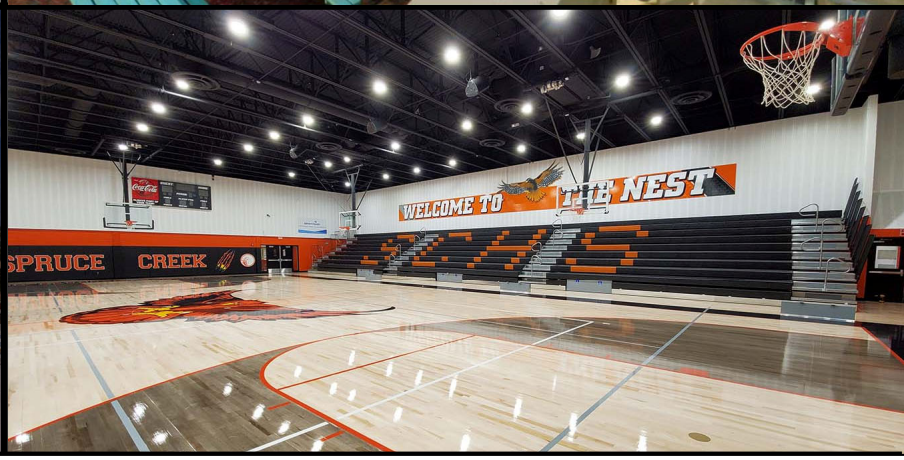
REQUEST FOR QUALIFICATIONS STATEMENT
CITY OF NEW SMYRNA BEACH
CONTINUING ARCHITECTURAL SERVICES
RFQ NO. 10-22-ENG

SECTION 2









2022

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

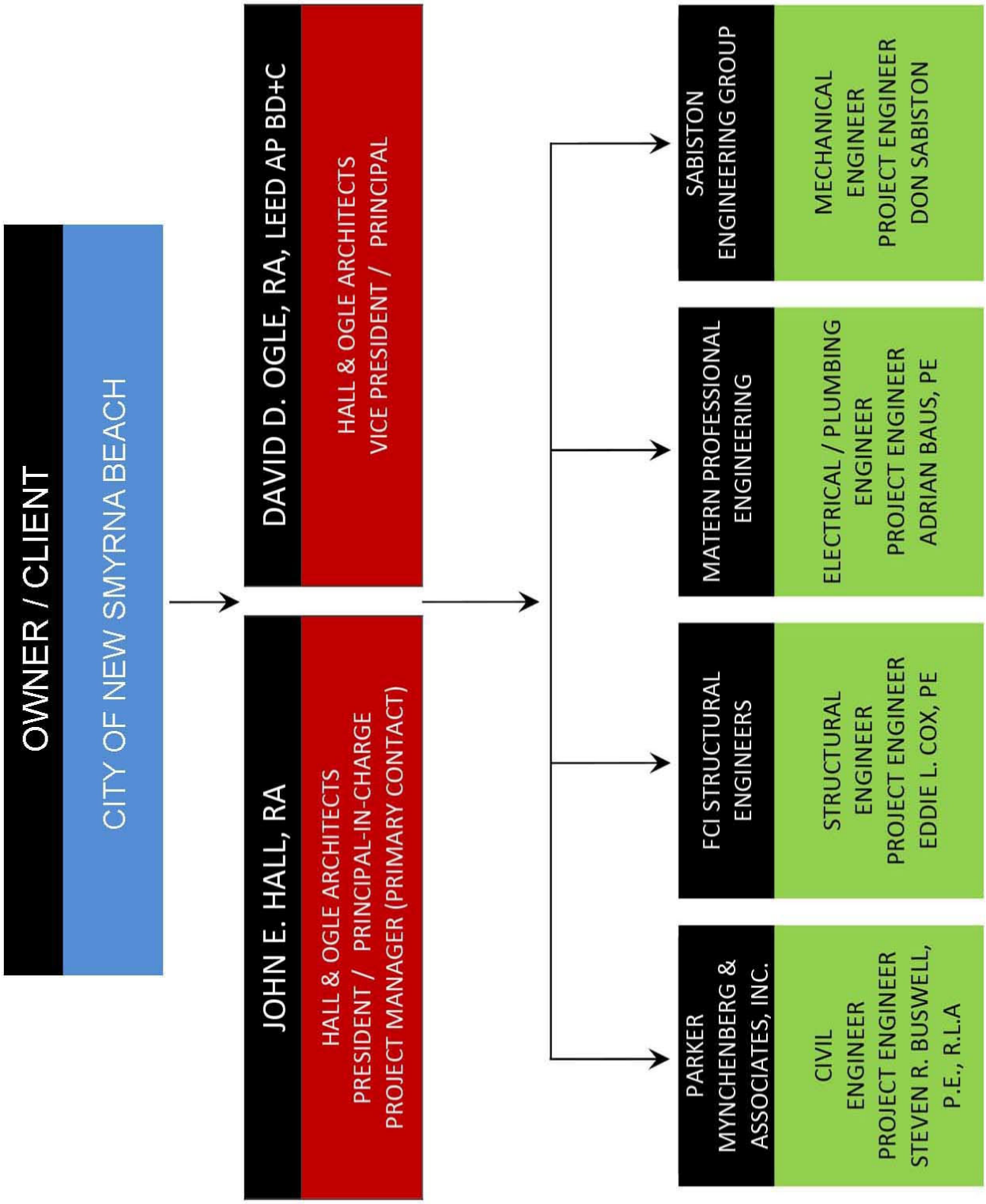
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1910

PROJECT TEAM CHART

HALL & OGLE ARCHITECTS, INC.

CITY OF NEW SMYRNA BEACH – CONTINUING ARCHITECTURAL SERVICES





Daytona Beach Shores Community Center

Owner:
3000 Bellemead Dr.
Daytona Beach Shores, Florida 32118
Contact: Mike Bookermbooker@cityofdbs.org
386-763-5353

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
MS Structural Engineers
400 S. Atlantic Ave. Ormond Beach, Fl. 32176
John Simko / Project Engineer

Mech./ Plum./ FP./ Elec. Engineer:
TLC Engineering Solutions
874 Dixon Blvd. Cocoa, Fl. 32922
Mike Angell . Project Engineer
John Riner / Project Engineer

1. Description

This 16,600 sf facility was designed to be a signature building for the City of Daytona Beach Shores. It had to serve many purposes from Council Chambers, to multi-purpose rooms, a Senior Center and tennis facilities. The distinctive shape and color of the roof were designed to reflect the proximity to the Atlantic Ocean just across the street and has become an iconic feature for the City.
This project incorporated our standard 3-phase Project Design Approach, which benefited the owner by identifying several design options to accommodate challenging site conditions early in the design process. This approach would also benefit the City of New Smyrna Beach for the same reasons.

2. Construction Cost

$5,629,816

3. Delivery Method

Construction Manager

4. Start / Finish Date

Architectural Design Services NTP: Dec. 2015
Construction Began: Feb. 2017
Construction Completed: April, 2018

5. Project Completed on Schedule?

Yes

6. Project Completed w/in Budget?

Yes

7. Challenges

The biggest challenges with this project were the construction of the project around and accommodating the existing tennis courts that were to remain in use until after the building was complete.

8. Innovative Ideas/Processes/Design Solutions

This project was designed to replace the existing community center with a state of the art multi use facility that would reflect the city's image and motto of "Life is Better Here". The client requested an *avantgarde* and iconic design, identifying the city with its' beachside community lifestyle.
This was accomplished through the use of unique shapes and colors that brought a seaside atmosphere to and throughout the entire complex.

EXPERIENCE



First Step Shelter

Owner:
3889 W. International Speedway Blvd.
Daytona Beach, Florida 32114
Contact: Victoria Fahlberg –
victoriafahlberg@firststepshelter.org
978-761-9952

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
John E. Hall/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
FCI Structural Engineers
680 East SR 434 Winter Springs, Fl. 32708
Eddie Cox / Project Engineer

Mech./ Plum./ FP./ Elec. Engineer:
Above Group
305 East Dr. Melbourne, Fl. 32904
Nicholas Kugler / Project Engineer

1. Description

The First Step Homeless Shelter was designed to provide our area's homeless population a safe and dignified alternative to life on the streets, with emphasis on giving them their "First Step" towards improving themselves and their quality of life. The facility is a 120 bed, one story assistance facility providing food, shelter, clothing, and personal counseling. It also provides spaces for teaching and mental health assistance. It has dormitory style sleeping quarters with a 33/66 split between men and women. The facility also offers a full commercial kitchen and dining area, a 16 hour day Health Services Ward, and full administrative services.
This project incorporated amodified 3-phase Project Design Approach, which benefited the owner by allowing phased construction and unconventional scheduling options. This approach would benefit the City of New Smyrna Beach if similar project conditions arise.

2. Construction Cost

$3,518,089

3. Delivery Method

Competitive Bid

4. Start / Finish Date

Architectural Design Services NTP: Nov. 2017
Construction Began: Nov. 2018
Construction Completed: Dec., 2019

5. Project Completed on Schedule?

Yes

6. Project Completed w/in Budget?

Yes

7. Challenges

This project posed numerous challenges including designing within challenging budget constraints, navigation of political and public avenues, and providing and accomplishing an extremely fast-tracked schedule.

8. Innovative Ideas/Processes/Design Solutions

In order to meet a greatly accelerated construction time frame, this project incorporated a tilt-wall construction system. The client and managing staff desired a facility that was welcoming and secure, and creative solutions were needed to accomplish that within an extremely restrictive budget. Solutions included innovative use of colors and finish textures, as well as a large atrium space with high glass to give a very open and warm feel.



Silver Sands Middle School
Security and Administration Relocation

Owner:
Volusia County Schools
300 Olson Drive
Daytona Beach, Florida 32124
Contact: Thomas Brown – tbrown@volusia.k12.fl.us
386-947-8786x50822

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
FCI Structural Engineers
300 Lake Drive,Chuluota, Fl. 32766
Eddie L. Cox / Project Engineer

Mechanical Engineer:
Sabiston Engineering Group
339 Kentucky Blue Circle, Apopka Fl. 32712
Don Sabiston / Project Engineer

Plumbing / Electrical Engineer:
Matern Professional Engineering
130 Candace Drive, Maitland Fl. 32751
Adrian Baus / Project Engineer

1. Description

Hall & Ogle was selected to provide the Master Planning, Design and Construction Administration of security upgrades, relocated Administration Offices and relocated Computer Labs to an existing occupied campus. Renovations include relocating the existing Administration offices to another building at the front of the campus, and renovating the vacated building to provide new Computer Lab Classrooms. This project was completed on a challenging, occupied campus.
The renovation portion of this project is of a similar size and scope, and will need to coordinate construction during the school year at a very busy campus.

2. Construction Cost

$2,256,363

3. Delivery Method

Construction Manager

3. Start / Finish Date

Architectural Design Services: 2019
Construction Began: April, 2021
Construction Completed: August, 2021

4. Project Completed on Schedule?

Yes

5. Project Completed w/in Budget?

Yes

6. Challenges

The biggest challenges with this project were in addressing circulation and safety during construction on a busy occupied campus. This was accomplished with creative project planning, and close collaboration with the Construction Manager Team and Volusia County Schools.

7. Innovative Ideas/Processes/Design Solutions

Creative project planning was necessary to achieve project completion safely before the new school session. The design also needed to provide for integrating new electrical and mechanical solutions into a complicated and aging campus.

EXPERIENCE



ERAU Athletic Annex
Building and Stadium

Owner:
Embry Riddle Aeronautical University
600 Clyde Morris Blvd.
Daytona Beach, Florida 32114
Contact: Chris Hardesty - harded0c@erau.edu
386-226-6512

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
MS Structural Engineers
400 S. Atlantic Ave. Ormond Beach, Fl. 32176
John Simko / Project Engineer

Mech./ Plum./ FP. Engineer:
Sims Wilkerson Cartier Engineering, Inc.
12124 High Tech Ave. Orlando, Fl. 32817
Gary Wilkerson / Project Engineer

Electrical Engineer:
Paul Estes, P.E.
615 N. Peninsula Dr. Daytona Beach, Fl. 32119
Paul Estes / Project Engineer

1. Description

This project provided a new 12,000 square foot athletic complex for Embry-Riddle Aeronautical University's baseball and softball programs. The project includes a 450 seat stadium, press box, concessions area, shower/locker rooms, sports medicine, coaches offices, meeting space and other ancillary spaces. This project incorporated our standard 3-phase Project Design Approach, which benefited the owner by identifying and addressing potential issues early in the design process. This approach would also benefit the City of New Smyrna Beach for the same reasons.

2. Construction Cost

$3,500,000

3. Delivery Method

Construction Manager

4. Start / Finish Date

Architectural Design Services NTP: Apr. 2013
Construction Began: July 2014
Construction Completed: April, 2015

5. Project Completed on Schedule?

Yes

6. Project Completed w/in Budget?

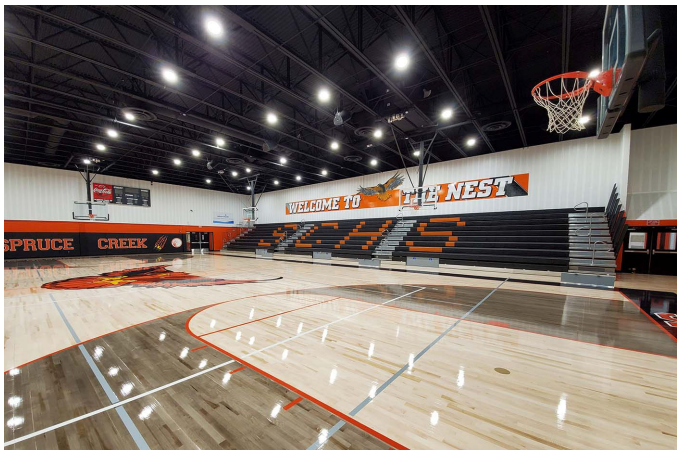
Yes

7. Challenges

The biggest challenges with this project were the integration of the new stadium and administration/ team facility within tight site constraints, and addressing circulation and safety during construction on a busy occupied campus. The design also needed to incorporate the re-use and renovation of existing dugout facilities, as well as providing ADA accessibility to all areas of the new building and stadium.

8. Innovative Ideas/Processes/Design Solutions

ADA accessibility was an important factor in the design of this facility, and was accomplished with the use of an exterior elevator that was aesthetically integrated with the facility to achieve a cohesive appearance with the surrounding existing sports complex and buildings.
Also, the interior locker room areas utilized materials that were to visually accentuate the status of both the home and visiting teams utilizing the facility, while still allowing for minimal maintenance and durability.



Spruce Creek High School
Renovate Gymnasium

Owner:
Volusia County Schools
300 Olson Drive
Daytona Beach, Florida 32124
Contact: Thomas Brown – tbrown@volusia.k12.fl.us
386-947-8786x50822

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Mechanical Engineer:
Sabiston Engineering Group
339 Kentucky Blue Circle, Apopka Fl. 32712
Don Sabiston / Project Engineer

Plumbing /Electrical Engineer:
Matern Professional Engineering
130 Candace Drive, Maitland Fl. 32751
Adrian Baus / Project Engineer

1. Description

Hall & Ogle was selected to provide Design and Construction Administration for an extensive remodel to the existing Gymnasium at Spruce Creek High School. The scope of work included removal and replacement of the existing wood flooring, removal and replacement of the existing wood bleachers with new state of the art retractable bleacher seating with high performance plastic seating. The entrance doors in the gym were replaced and the entire gym was repainted. The scope also included all new HVAC equipment (rooftop mounted), all new LED lighting, and new electrical panels for control of the bleachers. The entire gymnasium was repainted from top to bottom, including custompainted logos on the gymnasium flooring.

2. Construction Cost

$1,090,053

3. Delivery Method

Construction Manager

3. Start / Finish Date

Architectural Design Services NTP: Nov. 2019
Construction Began: May 2020
Construction Completed: Oct. 2020

4. Project Completed on Schedule?

Yes

5. Project Completed w/in Budget?

Yes

6. Challenges

The biggest challenge with this project was working on a very busy campus. The gym has limited access directly to the exterior, so the majority of the construction access was through an occupied atrium area. The gym had to be closed for the duration of the project and safe student separation had to be provided. Larger material deliveries had to be carefully planned so as not to coincide with heavy student traffic between class periods.

7. Innovative Ideas/Processes/Design Solutions

The existing bleachers did not meet current code requirements, so the new layout had to be revised to meet exiting requirements and ADA standards for bleacher seating.

EXPERIENCE



Westside Elementary School
Additions and Renovations

Owner:
Volusia County Schools
300 Olson Drive
Daytona Beach, Florida 32124
Contact: Thomas Brown – tbrown@volusia.k12.fl.us
386-947-8786x50822

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
MS Structural Engineers
400 S. Atlantic Ave. Ormond Beach, Fl. 32176
John Simko / Project Engineer

Mechanical Engineer:
Sabiston Engineering Group
339 Kentucky Blue Circle, Apopka Fl. 32712
Don Sabiston / Project Engineer

Plumbing / Electrical Engineer:
Matern Professional Engineering
130 Candace Drive, Maitland Fl. 32751
Adrian Baus / Project Engineer

1. Description

Hall & Ogle was selected to provide the Master Planning, Design and Construction Administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building, plus interior renovations to provide new Classrooms and Skills/Music/Art Lab rooms. This was a phased project on a challenging, occupied campus.

2. Construction Cost

$16,368,000

3. Delivery Method

Construction Manager

3. Start / Finish Date

Architectural Design Services NTP: Apr. 2013
Construction Began: May 2018
Construction Completed: Dec. 2019 (Phase 1)
Jan. 2021 (Phase 2)

4. Project Completed on Schedule?

Yes

5. Project Completed w/in Budget?

Yes

6. Challenges

The biggest challenges with this project were in addressing circulation and safety during construction on a busy occupied campus. The design also needed to provide for new Bus Loop and Parent Drop Off areas within challenging campus space restraints.

7. Innovative Ideas/Processes/Design Solutions

Creative project phasing was necessary to achieve project completion safely within the projected timeframe.The design also needed to provide for new Bus Loop and Parent Drop Off areas within challenging campus space restraints.



Woodward Avenue Elementary
Renovations and Addition

Owner:
Volusia County Schools
300 Olson Drive
Daytona Beach, Florida 32124
Contact: Thomas Brown – tbrown@volusia.k12.fl.us
386-947-8786x50822

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle/ Project Architect/ Project Administration

Civil Engineer:
Parker Mynchenberg and Associates
1729 Ridgewood Ave. Holly Hill, Fl. 32117
Parker Mynchenberg/ Project Engineer

Structural Engineer:
MS Structural Engineers
400 S. Atlantic Ave. Ormond Beach, Fl. 32176
John Simko / Project Engineer

Mechanical Engineer:
Sabiston Engineering Group
339 Kentucky Blue Circle, Apopka Fl. 32712
Don Sabiston / Project Engineer

Plumbing / Electrical Engineer:
Matern Professional Engineering
130 Candace Drive, Maitland Fl. 32751
Adrian Baus / Project Engineer

1. Description

Hall & Ogle was selected to provide a “re-use” of the Westside Elementary Project since Woodward Avenue Elementary is a “sister” school to Westside. Similar to Westside, the renovations include improvements to the parent drop off/ parking and bus loop areas, and remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building, plus interior renovations to provide new Classrooms and Media Center.

2. Construction Cost Estimate

$17,000,000

3. Delivery Method

Construction Manager

3. Start / Finish Date

Architectural Design Services NTP: Apr. 2021
Construction NTP (estimated): Feb. 2022
Construction Completion (estimated): Aug. 2023

4. Project Completed on Schedule?

N/A

5. Project Completed w/in Budget?

N/A

6. Challenges

The biggest challenges with this project were fitting the same buildings from Westside into a campus that is much smaller. Additionally, the access to the new food service building required some innovative site planning because of the existing grades, the caretaker’s residence which had to remain and the desire to retain some of the existing portables.

7. Innovative Ideas/Processes/Design Solutions

Because of the site constraints, a portion of the existing food service area will be demolished to allow for expansion of the bus loop and at the same time, help solve the problem with the access to the new food service building which is basically in the center of the campus. Also, because of the age of the existing building and the fact that it was built in multiples phases, our structural engineer had to provide some creative solutions to allow the placement of a new media center into the center of the building and provide natural lighting into that space.



EXECUTIVE SUMMARY

Company Legal Name and History

Hall, & Ogle Architects, Inc. is an established Daytona Beach architectural firm with a track record of over 40 years of successful professional architectural services to many of the major local public institutions and private organizations in Volusia County. Hall & Ogle Architects, Inc. is an 'S' corporation, and has been in continuous operation in Florida since it was founded in August of 1981 by Joseph Blais and Lee Sayers. Former firm names are as follows:

- Blais& Sayers Architects, Inc. (1981)
- Blais, Sayers & Hawkins, Inc. (1989)
- Sayers & Hawkins, Inc. (1993)
- Hawkins & Hall, Inc. (1999)
- Hawkins, Hall & Ogle Architects, Inc. (2007)
- Hall & Ogle Architects, Inc. (2016)

Current firm principals, with equal ownership interests, John Hall, President, and David Ogle, Vice President, share in the critical project duties with Mr. Hall focusing on the Design and Bidding Phase and Mr. Ogle heading up Construction Administration. Our staff of highly skilled CAD/BIM technicians provide project documentation including construction documents as well as building modeling and photorealistic project renderings.

Professional Affiliations

Florida Registered Architects
US Green Building Council
NCARB

Company Details

Length of H&O Existence

Hall & Ogle Architects, Inc. has been in existence for 40 years.

Average Annual Revenue

The average annual revenue for the past five years for Hawkins, Hall & Ogle Architects, Inc. is $965,000.

Location of Company

Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114
(Phone) 386-255-6163
www.hoarchitects.com
jhall@hoarchitects.com
dogle@hoarchitects.com

Personnel

Hall & Ogle Architects, Inc. current staff consists of (4) employees including: (2) Licensed Architects, and (2) CADD/BIM Technicians.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (*Complete one Section E for each key person.)*



12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
John E. Hall, RA	Architect President	a. TOTAL 44	b. WITH CURRENT FIRM 30

15. FIRM NAME AND LOCATION *(City and State)*
Hall and Ogle Architects, Inc. / Daytona Beach, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Architecture Bachelor of Arts / Design	Florida / Registered Architect - AR0010727

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

John Hall has **over 25 years of extensive experience in the design and construction administration of educational facilities.** True to Hall and Olge's business model John, a principal of the firm, will be your day-to-day contact for your projects from project inception all the way to completion to ensure exceptional service and consistency is provided to you. He will be directly accountable for the performance of the entire Hall and Ogle team as well as its consultants chosen for each project.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Silver Sands Middle School – Security and Administration Relocation
(Educational Facility Design Experience | Occupied Campus)
Port Orange, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2019 | CONSTRUCTION *(If applicable)* 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Master Planning, Design and Construction Administration of security upgrades, relocated Administration Offices and relocated Computer Labs to an existing occupied campus. Renovations include relocating the existing Administration offices to another building at the front of the campus, and renovating the vacated building to provide new Computer Lab Classrooms. This project was completed on a challenging, occupied campus.
| Principal In Charge, Project Architect

b.

(1) TITLE AND LOCATION *(City and State)*
Westside Elementary School - Master Plan and Additions/ Renovations
(Educational Facility Design Experience | Occupied Campus)
Daytona Beach, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2016 | CONSTRUCTION *(If applicable)* 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and alternate provisions for remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building. This was a phased project on a challenging, occupied campus.
| Principal In Charge, Project Architect

c.

(1) TITLE AND LOCATION *(City and State)*
Southwestern Middle School – 11 Classroom Addition
(Educational Facility Design Experience | Occupied Campus)
DeLand, Florida

(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2011 | CONSTRUCTION *(If applicable)* 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

New 15,800 SF classroom building provides an additional 11 classrooms, a science laboratory and administrative office spaces for the middle school. For continuity of campus the addition complements the existing campus in functionality and esthetics. The $2.8 million project was completed in Fall of 2012. The campus was occupied by faculty and students during most of construction. | Principal In Charge, Project Architect, Project Manager

d.

(1) TITLE AND LOCATION *(City and State)*
Citrus Grove Elementary School
(Educational Facility Design Experience)
DeLand, Florida

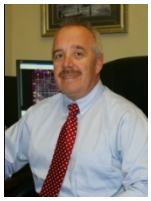
(2) YEAR COMPLETED: PROFESSIONAL SERVICES 2009 | CONSTRUCTION *(If applicable)* 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

New 90,000 SF elementary school, **designed to services a growing community**, accommodates 800 students. The seven building campus includes (1) two-story building and (6) one-story buildings. The $17 million project opened in August of 2011. | Principal In Charge, Project Architect, Project Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (*Complete one Section E for each key person.)*



12. NAME
David D. Ogle, Jr.
RA, LEED AP BD+C

13. ROLE IN THIS CONTRACT
Principal-In-Charge / Vice President
Project Architect
Project Manager

14. YEARS EXPERIENCE
a. TOTAL: 41
b. WITH CURRENT FIRM: 22

15. FIRM NAME AND LOCATION *(City and State)*
Hall and Ogle Architects, Inc. / Daytona Beach, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
Bachelor of Science / Architecture

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Florida / Registered Architect – AR93986

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*
David Ogle had almost 20 years experience with some of the bigger architect firms in Orlando, Florida before joining the smaller, family like, Hall and Ogle in 1999. In 2006 David became a partner in the firm and is now the firms Vice President. David has extensive experience in a wide variety of different building types. Many of his **recent educational projects have focused on bringing innovative, cutting edge technology to students.**

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*
Spruce Creek High School Renovate Gymnasium
(Educational Facility Design Experience | Occupied Campus)
Port Orange, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2019
CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☒ Check if project performed with current firm

Design and Construction Administration for an extensive remodel to the existing Gymnasium at Spruce Creek High School. The scope of work included removal and replacement of the existing wood flooring, removal and replacement of the existing wood bleachers with new state of the art retractable bleacher seating with high performance plastic seating. The entrance doors in the gym were replaced and the entire gym was repainted. The scope also included all new HVAC equipment (rooftop mounted), all new LED lighting, and new electrical panels for control of the bleachers. The entire gymnasium was repainted from top to bottom, including custom painted logos on the gymnasium flooring.
| Project Architect, Project Manager

b.
(1) TITLE AND LOCATION *(City and State)*
Westside Elementary School - Master Plan and Additions/ Renovations
(Educational Facility Design Experience | Occupied Campus)
Daytona Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2016
CONSTRUCTION *(If applicable)*: Present

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☒ Check if project performed with current firm

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and alternate provisions for remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building. This was a phased project on a challenging, occupied campus.
| Project Architect, Project Manager

c.
(1) TITLE AND LOCATION *(City and State)*
Embry-Riddle Aeronautical University – Nextgen Facility Test Bed
(Innovative Concepts / Education Facility Design Experience)
Daytona Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2010
CONSTRUCTION *(If applicable)*: 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☒ Check if project performed with current firm

14,000 SF remodeling with the Daytona Beach International Airport for the private university. This unique facility houses a demonstration area for demonstrations of the future of air traffic control utilizing innovative satellite technology instead of ground based system. The remodel also includes an integration area, conference room, meeting area, offices, data center and other support spaces. This is one of only three facilities of its kind in the country. This $1.3 million project was completed at the end of 2011. | Principal In Charge, Project Manager

d.
(1) TITLE AND LOCATION *(City and State)*
Embry-Riddle Aeronautical University – Hagedorn Aviation Complex
(Education Facility Design Experience | Occupied Campus)
Daytona Beach, Florida

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2009
CONSTRUCTION *(If applicable)*: 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
☒ Check if project performed with current firm

New, state of the art, 100,000 SF three building school for the private university. Includes a one-story flight maintenance hanger, a two-story flight operations center, and a three-story aircraft maintenance laboratory building. This $15.5 million project, completed in 2011, serves as the nerve center for ERAU's prominent flight and aircraft maintenance programs. | Current Principal In Charge, Project Architect, Project Manager

SUB-CONSULTANTS

HALL & OGLE ARCHITECTS, INC.

Hall and Ogle utilizes the expertise of well qualified local engineering firms to provide the various engineering needs for any given project. In doing so, we can assemble the project team to one that is specifically tailored to produce the highest level of project success for our clients.

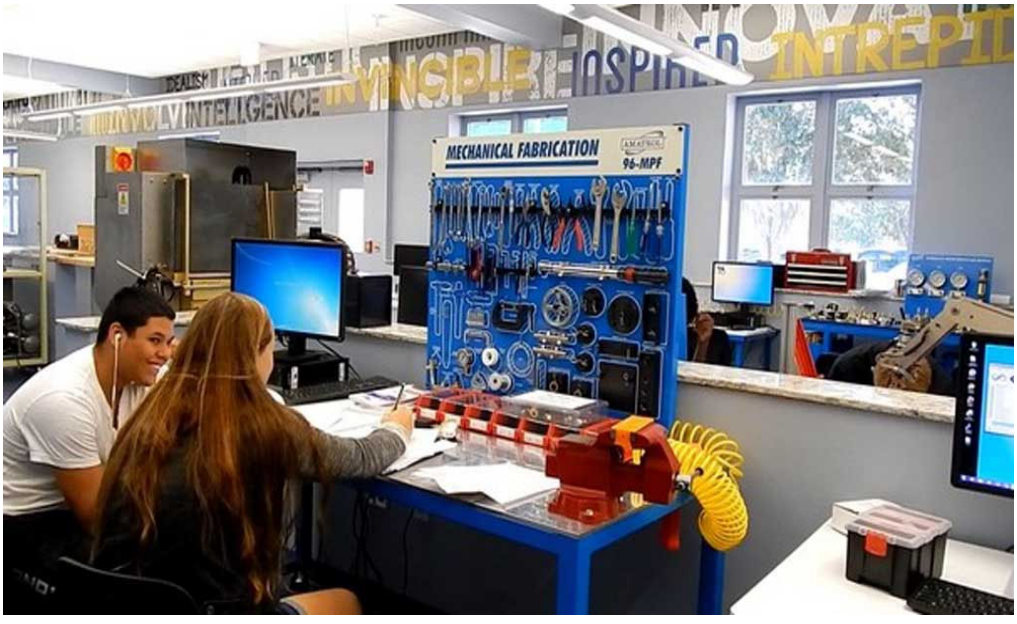
The following consultants we've selected to comprise the proposed team for the New Smyrna Beach Continuing Services contract are unparalleled in their expertise in their respective disciplines, and are team members we have worked with many times on many successful projects. Each team member's services will be called upon as each project requires.

Parker Mynchenberg and Associates
1729 Ridgewood Ave. - Holly Hill, Fl. 32117 - (386) 677-6891
Civil Engineering / Land Planning / Landscape Architecture
Parker Mynchenberg, P.E., R.L.A.

FCI Structural Engineers
300 Lake Dr. - Chuluota, Fl. 32766 – (407) 415-4046
Structural Engineering
Eddie Cox, P.E.

Matern Professional Engineering
130 Candace Dr. - Maitland, Fl. 32751 – (407) 740-5020
Electrical / Plumbing Engineering
Adrian Baus, P.E., LEED AP, RCDD, QCXP

Sabiston Engineering Group
339 Kentucky Blue Circle - Apopka, Fl. 32712 – (407) 884-6769
Mechanical Engineering
Donald Sabiston, P.E., MBA



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (*Complete one Section E for each key person.*)



12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Parker Mynchenberg **P.E., R.L.A.**	Principal-In-Charge	33+	33

15. FIRM NAME AND LOCATION *(City and State)*
Parker Mynchenberg & Associates, Inc. - Holly Hill, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science, Civil Engineering	P.E., Florida – Civil Engineering R.L.A., Florida – Landscape Architect General Contractor Commercial Pool Contractor Real Estate Broker

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*
National Society of Professional Engineers; Florida Engineering Society, Board of Directors (WORC)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Embry Riddle Aeronautical University (ERAU) Aerospace Blvd. Loop Road
Daytona Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2012	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Parker Mynchenberg & Associates, Inc. (PMA), recently completed the design, permitting, and bidding, and is final certification for the Embry Riddle Aeronautical University (ERAU) Aerospace Blvd. Loop Road project, maintaining quality control during the construction/renovation process. The project was recently completed and included associated parking, stormwater management, landscaping, new signalized intersection, campus loop road, and amenities. $3.5M

b.

(1) TITLE AND LOCATION *(City and State)*
Trader Joe's - Distribution Center
Daytona Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Parker Mynchenberg & Associates, Inc. (PMA), recently completed the design and permitting of Trader Joe's Distribution Center. The project consists of the construction of a distribution center consisting of one (1) 523,760 s.f. warehouse, one (1) 101,760 s.f. freezer building, one (1) 6,000 s.f. truck wash. The drainage infrastructure includes the collection system, treatment ponds and control structure.

c.

(1) TITLE AND LOCATION *(City and State)*
City of New Smyrna Beach – Central Fire Station
New Smyrna Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Design and Permitting of the City of New Smyrna Beach's new Central Fire Station the project consisted of Construction of a 10,808 s.f. one story fire station with 3,000 s.f. accessory building, 260 s.f. generator building and a 2,913 s.f. future addition with 31 parking stalls and associated stormwater management, landscaping and irrigation on 2.80 acres.

d.

(1) TITLE AND LOCATION *(City and State)*
ERAU – College of Arts and Science
Daytona Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Parker Mynchenberg & Associates to provide services for the new College of Arts and Sciences Building at Embry Riddle Aeronautical University, PMA was the Civil Engineer and Landscape Architect for the project that is located at the southwest corner of the campus. The project is currently under construction and involves a four story 140,000sf. Building including parking, shelter and landscape improvements.

e.

(1) TITLE AND LOCATION *(City and State)*
Long Street Elementary
Daytona Beach, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

New three-story 96,000 SF building for the City of Daytona Beach. This facility provides the latest technology forth the Daytona Beach Police Department. The $22.6 million project was completed in 2008 and received numerous accolades.| Co-Lead Design Architect, Project Manager.

f.

(1) TITLE AND LOCATION *(City and State)*

BCU – Harrison Rhodes Hall

Daytona Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

The project included the Site design and permitting of a new classroom at the BCU campus. Parking, Stormwater, and Utility improvements are proposed in accordance with the City of Daytona Beach's requirements. Permits were obtained from the Florida Department of Environmental Protection (FDEP), and the St Johns River Water Management District.

g.

(1) TITLE AND LOCATION *(City and State)*

Westside Elementary

Daytona Beach, Florida

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	2018-2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

The project includes the engineering and landscape architectural services associated with the school's addition/renovations. The project includes building renovations with new utility extensions for both water and wastewater service. The parking lots have been redesigned to be more consistent with the County standards. A new stormwater detention pond is proposed to treat and attenuate storm events.

fci Structural Engineers, Inc.

Ph (407) 415-4046
e-mail: fci@fciengineering.com
Florida CA# 3746

Dedicated to Quality Service and
Engineering Excellence Since 1983
38 years of service

EDDIE L. COX, P.E.
fci Structural Engineers, Inc.
Principal/Project Manager

EDUCATION:

Bachelor of Science in Civil Engineering, 1975
Structures Major
Tennessee Technological University

PROFESSIONAL REGISTRATION:

Registered Professional Structural Engineer in the following state:
Florida

PROFESSIONAL SOCIETY AFFILIATIONS AND LOCAL MEMBERSHIPS:

American Society of Civil Engineers
National Society of Professional Engineers
Florida Engineering Society
Florida Structural Engineers Association
American Concrete Institute
International Building Code

SUMMARY OF EXPERIENCE:

As Principal-in-Charge Mr. Cox will be responsible for project management, development of structural systems, structural design, production and coordination of working drawings and specifications, construction phase services including shop drawing reviews and site observation visits, and will provide quality control for our projects. He has over 40 years of design experience in the structural design of many types of buildings, including offices and municipal buildings, police stations, fire stations, administrative buildings, elementary schools, middle schools, high schools and colleges, medical facilities, restaurants, churches, retail, entertainment, theme parks, residential, and many other types of projects throughout Florida and including many other states through-out the United States. His broad range of experience includes many types of structural building systems including concrete, precast concrete, post-tensioned concrete, masonry, structural steel, light gage metal framing, and wood frame construction, as well as evaluation and analysis of existing facilities. He has extensive experience in remodeling and renovations of existing facilities including the solutions of existing structural problem conditions.

Donald J. Sabiston, PE, MBA

Principal / Mechanical Engineer



Master of Business Administration, 1993
Auburn University, Auburn, Alabama

Bachelor of Science in Mechanical Engineering, 1991
Auburn University, Auburn, Alabama

Florida License #54889, Professional Engineer

Qualifications and Experience:

Mr. Sabiston has over 22 years of experience engineering Mechanical and Plumbing systems for educational facilities. During that time, his responsibilities have encompassed design engineer, project manager and Engineer of Record on hundreds of projects. His forte is the design of Mechanical systems for Educational Facilities. His broad experience with these systems gives him invaluable insight during the planning and development phases to coordinate specific project needs with the design team and facility Owner.

He has extensive experience designing HVAC systems that meet current ASHRAE indoor air quality standards, maintain accurate humidity control without extensive system complexity, and are energy efficient. His designs also provide well-planned maintenance accessibility and excellent service life.

His experience includes both new and renovation projects that range from small DX systems to large, campus-wide chilled and hot water plants. He also has extensive experience with building automation systems and develops sophisticated project specific control sequences to improve the energy efficiency of HVAC systems and can assist with programming these systems if needed.

Mr. Sabiston has substantial Project Management experience and is dedicated to working as a team member to achieve the project goals. He often provides project scheduling and tracking services to ensure the facilities may be occupied when needed.

The construction services phase of projects is critical for successful project outcome. Mr. Sabiston provides thorough reviews of submittal data to identify issues early in construction. He works well with contractors, but can be firm when needed. Mr. Sabiston believes heavy involvement in the construction phase helps engineers become better designers.

The following is a brief summary of some unique projects designed by Mr. Sabiston:

Westside Elementary School – Media Center HVAC Renovation

Mechanical Engineer for HVAC renovation to existing Media Center and two classrooms that converted building from DX systems and connected to campus chilled water loop. New system incorporated central station chilled water AHU with VAV air distribution, CO2 ventilation control and energy efficient control sequences. Replacement of pumps for variable primary chilled water system were also included in project.

Westside Elementary School – Replace Campus Chillers

Mechanical Engineer for replacement and upgrade of air cooled chiller plant to 300 tons of capacity. New chillers eliminated noise complaints and provide capacity for future expansions on campus. Chiller plant EMS control sequences were upgraded to improve energy efficiency.

Westside Elementary School – HVAC Upgrade

Engineer for project to upgrade classroom HVAC systems throughout campus, upgrade ventilation air system and improve indoor humidity and temperature control. Replaced ductwork and provided independent temperature control using VAV air distribution with electric heat. Added a central AHU for ventilation air and an air distribution system to each pod AHU. Replaced EMS and incorporated energy efficient control sequences. Converted chilled water pumping system from constant volume to variable primary for improved energy efficiency.

DeBary Elementary School – 12 Classroom Addition

Mechanical/Plumbing Engineer for 12 classroom, 2-story building addition to elementary school. Scope included an independent chiller and distribution system, chilled water AHU with VAV air distribution system for independent temperature control and new EMS system with energy efficient sequences.

Pride Elementary School (Elementary "Y")

Mechanical/Plumbing Engineer for HVAC systems for a prototype elementary school for Volusia County School District including a 350 ton air cooled chiller plant with primary/secondary pumping system, central station AHU's with VAV air distribution, and custom control sequences for energy efficiency.

Pine Ridge and Atlantic High Schools – Building 7 HVAC Renovations

66 day summer renovation projects to replace the HVAC systems in two 30,000 sf Science Classroom buildings.

Discovery Elementary School – Campus HVAC Renovation

Upgraded the campus HVAC, lighting, Fire Alarm, and energy management systems. Revised the pumping system to variable primary and designed a free reheat system for the air handling units.

Volusia County Schools – Design Guidelines and EMCS Specifications

Authored the District's Design Guidelines and created their Master EMCS Specifications for all consulting engineers to use.

Reedy Creek Elem. School – Modular Addition and Site M&E Connections

Design mechanical systems for a 14 classroom addition. Also, increased chiller plant capacity to 200 tons and modified the CHW pumping and distribution system to provide chilled water to the new building.

Deerwood Elem. School – Modular Addition and Site M&E Connections

Design mechanical systems for a 12 classroom addition. Also, increased chiller plant capacity 100 tons and modified CHW pumping and distribution systems to correct pumping problems. Provided chilled water to the new modular classroom building.



ADRIAN BAUS, PE

LEED AP • RCDD • QCXP

SR. VICE PRESIDENT / DIRECTOR OF ENGINEERING

ELECTRICAL, LOW VOLTAGE, FIRE PROTECTION ENGINEER

LOCATION

130 Candace Drive
Maitland, FL 32751

YEARS EXPERIENCE

26 Years at Matern

EDUCATION

Bachelor of Science, Electrical Engineering, 1991
University of Central Florida

REGISTRATIONS

Registered Electrical Engineer, FL #52580

Registered Mechanical Engineer, FL #52580

Registered Fire Protection Engineer, FL #52580

CERTIFICATIONS

LEED Accredited Professional BICSI

RCDD

Qualified Commissioning Professional

Mr. Baus has over 26 years of experience in construction and engineering, encompassing practical field experience as well as design expertise. His extensive knowledge and on the job experience has led him to head Matern's Quality Control Program.

Adrian is a registered Electrical, Mechanical and Fire Protection Engineer and an expert in renovation and new construction. Adrian is experienced in electrical, power, lighting, communication systems, security systems, lightning & surge protection, HVAC systems, central energy plants, fire protection systems, energy management, technology, life cycle cost analysis, cost estimating, and construction administration.

As the technical expert for the office, Adrian has been solving mechanical, electrical, plumbing, fire protection and systems issues in the field for years. Adrian is the "go-to" engineer for specialty projects such as photovoltaic systems, co-generation power sources and complex problem solving projects. His knowledge and understanding of all aspects of engineering is remarkable, as is his attention to detail. Adrian is also a Senior Member of the Institute of Electrical and Electronics Engineers (IEEE), and teaches electrical apprentice class for FEAT at Seminole State College.

His extensive project experience includes community facilities, federal, state & local government administrative and correctional facilities; higher education facilities; K-12 educational & support facilities; as well as a wide variety of private commercial and industrial facilities.

RELATED PROJECTS

- Indian River State College Kight Center Improvements
- Lake Sumter State College Student Services Building Renovation
- Lake Sumter State College Network Operations Center Renovation
- Seminole State College Student Services Center Sanford/Lake Mary
- Seminole State College Wellness Center Renovation
- University of Central Florida Bennett Building Renovation
- University of Central Florida Downtown Classroom Building Renovation
- University of Central Florida Harris Engineering Building Renovation
- University of Central Florida Knowledge Commons Library Interior Renovation

MATERN 1928

GRANT EXPERIENCE

HALL & OGLE ARCHITECTS, INC.

Grant Experience:
Hall & Ogle Architects has extensive experience working on projects that were grant funded. Although it isn't in our scope of work to actually apply for the grants, we have assisted many clients during the process. We have worked on several ECHO projects for the County of Volusia as well as State and Federal DOT grants, and Community Development Block Grants (CDBG).

We are completing a new Terminal for Greyhound Lines, Inc. that was federally funded, and have done many projects for Daytona Beach International Airport that were DOT funded.



We are currently working on Emergency Renovations at the First Step Shelter in Daytona Beach which is grant funded and we worked hand in hand with the Shelter staff, County personnel and the City of Daytona Beach to provide all of the correct documentation for bidding of the project.





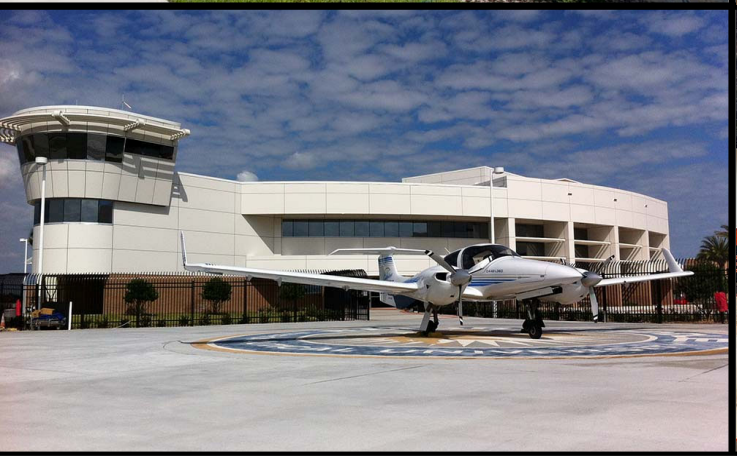


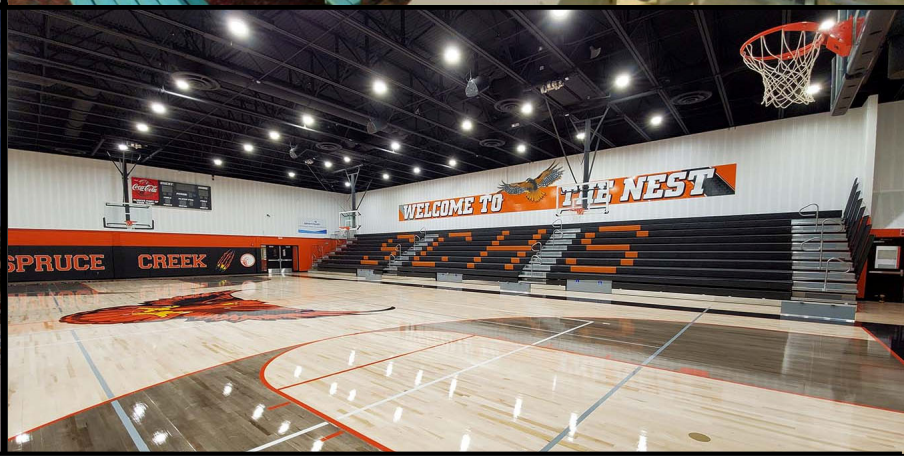
REQUEST FOR QUALIFICATIONS STATEMENT
CITY OF NEW SMYRNA BEACH
CONTINUING ARCHITECTURAL SERVICES
RFQ NO. 10-22-ENG

SECTION 3









2022

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

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PROJECT APPROACH

HALL & OGLE ARCHITECTS, INC.

Hall & Ogle uses a holistic team approach in developing our projects with our engineering team providing their expertise from Pre-Design through Post Construction. The consultant team we have assembled for the Orange City Elementary Renovations and Additions project are aware of and agree with our approach to project coordination, documentation production, and construction administration.

The flow outline listed below addresses items of VCS concern pertaining to Design Reviews and Coordination, Permitting, Scheduling and Phasing, Budgeting, and Contract Administration. These items are interconnected throughout all phases of the project, and it has been our experience that by phasing the project in the following manner a more streamlined development and control of these items is achieved.

1. Pre-Design Phase: (Design Reviews/ Scheduling and Phasing/ Budgeting)

   Meet with the Owner's key personnel for this facility focusing on the following:

   a. Review basic programming needs/functions that staff has determined to be the core needs for the project.
   b. Help staff develop spatial requirements for each key function.
   c. Help staff to review adjacencies/work/people flow requirements for all functions.
   d. Review with VCS services staff what works/doesn't work for them, ensuring an efficient well functioning design.
   e. Review programmatic growth needs for the next 10/25 years.
   f. Review project size/function with requirements of project budget. Develop project alternates for methods of ensuring facility stays in budget.
   g. Review site constraints/opportunities with staff, developing concepts that best maximize opportunities and minimizing the constraints, also turning constraints into opportunities to best leverage owner's needs/budget.
   h. Develop proposed methods for accommodating facility occupation and continued use during demolition and construction phases of the project.
   i. Prepare initial Pre-Design Report and Proposal/ Recommendations for Owner's review and approval.

2. Document Production: (Design Reviews/ Scheduling and Phasing/ Budgeting/ Permitting)

   Develop design and construction documents for the project in the following traditional sequence of phases:

   a. Schematic / preliminary design phase: Development of schematic/preliminary design concepts for the project to include alternate concepts for the Owner's review and approval. Review approved concept for adherence to Owner's Construction budget and schedule.
   b. Design Development Phase: Development of the approved concept to include evaluation of proposed site development/ improvements, energy efficient exterior envelopes/ fenestration options and energy efficient mechanical HVAC/ electrical systems that your facilities department can easily maintain through the life of the facility. Complete review of proposed construction, materials and HVAC/ plumbing/ electrical systems and site development costs for adherence to Owner's construction budget and schedule. Provide Construction Manager design development document for preparation of the initial Guaranteed Maximum Price. Begin review coordination with VCS Facilities Director and Building Officials to insure project conformity to VCS standards and code compliance.

c. Construction Document Phase: Completion of complete/ accurate and well coordinated construction/ bidding documents and specifications. Work hand in hand with Construction Manager to provide an updated GMP. Work with VCS staff to provide products/ systems that are durable/ low maintenance and with-in the capabilities of staff to maintain and operate. Review final documentation/ design with VCS Facilities Director and Building Officials to insure project conformity to VCS standards and code compliance.

d. Bidding Phase: Assist the Construction Manager during the bidding of the project, for adherence to the requirements of the bid documents and specifications. Review and evaluate bid alternates provided in construction documents to maintain project budget. If required, provide revised documents for cost reduction and/or budget adherence. Confirm receipt of all permits required for construction of the project.

3. Construction Administration Phase: (Contract Administration)*

**Hall & Ogle has extensive experience with the Construction Management delivery process as the majority of our large school projects for VCS were completed in this manner. We are totally comfortable with the process, and it is actually our preference for projects such as Orange City Elementary, should VCS choose to go in this direction.*

a. Conduct weekly construction progress/ review meetings with the Owner's representative and the Construction Manager at the job site during the construction phase of the project.
b. Provide interpretations of the contract documents as required by the Owner or Construction Manager, and provide resolution of any construction issues that may arise during construction.
c. Provide weekly inspections of Work in Place for adherence to the contract documents and specifications.
d. Provide weekly construction inspection reports to the Owner and Construction Manager. Provide timely and thorough shop drawing review of all required items.
e. Attend all pre-construction meetings on major building elements and systems.
f. Provide a team player approach to all RFI's and resolution (with required documents) of any construction issues with the owner's interest in full focus, not to hinder or delay the construction schedule and minimize any additional cost to the owner.
g. Provide inspection and punchlists for all work in place at the completion of the projects' construction.
h. Review all of the required close-out documents submitted by the Construction Manager, for the project to include: 'as-built' drawings (digital format), Owner's operation/ maintenance manuals, and project warranties.
i. Confirm completion and provide final acceptance of Work in place for Owner's use of the project.

4. Warranty Period Services: Provide inspection of project at end of Construction Manager's warranty period (typically 1 year) to identify any construction, materials, or systems difficulties. Provide one year warranty inspection report to Owner and Construction Manager. Confirm all required corrective work.

PROJECT MANAGEMENT

HALL & OGLE ARCHITECTS, INC.

Project Scheduling

Hall and Ogle utilizes A "Hands On" approach to project management, from client interaction, cost estimating, document production, bidding, construction administration, all the way to project completion and the one year warranty walk through inspection. A firm principal is intimately involved in all aspects of your project, and the client communicates directly with him. With this direct line of communication, we are able to work side by side with the client to identify project milestones and establish a realistic and achievable project timeframe.

We have found that over the past 40 years the importance placed on Client/ Architect communication and combined effort in establishing a project schedule insures the project is completed within the project timeframe, and we are very proud of our 40 year track record of bringing projects in on time and in budget.

Cost Estimating

Hall and Ogles utilizes industry standard cost estimating methods to generalize the initial budget guidelines, but that guideline is constantly being refined throughout the design phase by consulting with area contractors and consultants who we've established close relationships with. At each phase in the design process, the design is reviewed against the construction climate at that time, and if necessary, adjustments are made with full communication and input with the owner. By keeping the status of the current construction and material climates in focus, the projected bid offers can be better forecasted to minimize cost overruns.





Through close communication with the owner, design team, and construction contacts, Hall and Ogle has maintained a positive track record of bringing projects in on time and in budget for over 40 years. Our Municipal clients have been able to take advantage of that ability to enhance and maintain their municipal and community facilities. We feel Hall and Ogle Architects and the City of New Smyrna Beach would be a great fit to continue the city's positive growth, while ensuring proper stewardship of the city's tax and grant dollars, and the utilization of those dollars to their maximum benefit.

CONFLICT OF INTEREST STATEMENT

HALL & OGLE
ARCHITECTS, INC.

The undersigned firm and its principals have potential conflict of interest due to other clients, contracts, or property interest for this project.

Hall & Ogle Architects, Inc.
COMPANY NAME

David D. Ogle
SIGNER'S NAME (PRINT OR TYPE)


AUTHORIZED SIGNATURE

Principal / Vice President
TITLE

February 14, 2022
DATE

VENDOR INFORMATION

BID #:	RFQ 10-22-ENG
BID TITLE:	Continuing Architectural Services

Respondent Information	
Company Name: Hall & Ogle Architects, Inc.	Federal Employer Identification Number or SS Number: 59-2209909 DUN Number: 080391275
Mailing Address: 208 Magnolia Ave.	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Daytona Beach, Fl. 32114	Incorporated in the State of: Florida
Corporate Address: 208 Magnolia Ave.	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: (Yes) or No
City, State, Zip Code: Daytona Beach, Fl. 32114	Authorized to transact business in Florida: (Yes) or No
Telephone No. (386) 255-6163	State of Florida Department of State Certificate of Authority Document No: F93505
Email Address: dogle@hoarchitects.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: John E. Hall — Vice President: David D. Ogle

Secretary: David D. Ogle — Treasurer: David D. Ogle

Other: _____ — Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

David D. Ogle
Printed Name

Title: Vice President

Date: February 14, 2022

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
Hall & Ogle Architects, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
208 Magnolia Avenue

City, state, and ZIP code
Daytona Beach, FL 32114

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
5	9	–	2	2	0	9	9	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** David D. Ogle **Date ▶** 02.14.2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:**_____

DATE: February 14, 2022

VENDOR NAME: Hall and Ogle Architects, Inc.

VENDOR DBA: Hall and Ogle Architects, Inc.

PRODUCT/SERVICE PROVIDED: Architecutral Design

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	**MAILING/REMIT ADDRESS**	**PHYSICAL ADDRESS**
208 Magnolia Ave.	208 Magnolia Ave.	208 Magnolia Ave.
ADDRESS	ADDRESS	ADDRESS
Daytona Beach, Fl.	Daytona Beach, Fl.	Daytona Beach, Fl.
CITY/STATE	CITY/STATE	CITY/STATE
32114	32114	32114
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: David D. Ogle

E-MAIL: dogle@hoarchitects.com

OFFICE PHONE: (386) 255-6163

FAX:

MOBILE PHONE: (386) 547-2695

FEDERAL TAX ID#: 59-2209909

DUNS Number: 080391275

Conflict of Interest Disclosure Form

PROJECT (RFQ, RFP, ITN) NUMBER: RFQ 10-22-ENG

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

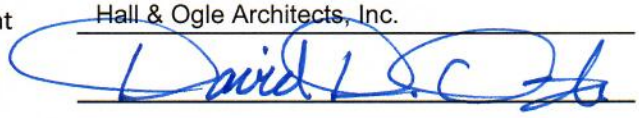
The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent: Hall & Ogle Architects, Inc.

Authorized Signature: 

Name (print or type): David D. Ogle

Title: Principal / Vice President

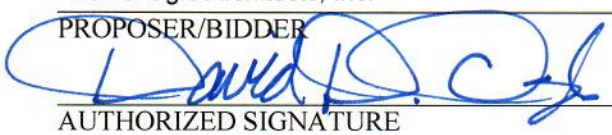
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Hall & Ogle Architects, Inc.
PROPOSER/BIDDER



AUTHORIZED SIGNATURE

David D. Ogle - Principal / Vice President
OFFICER TITLE

February 14, 2022
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL



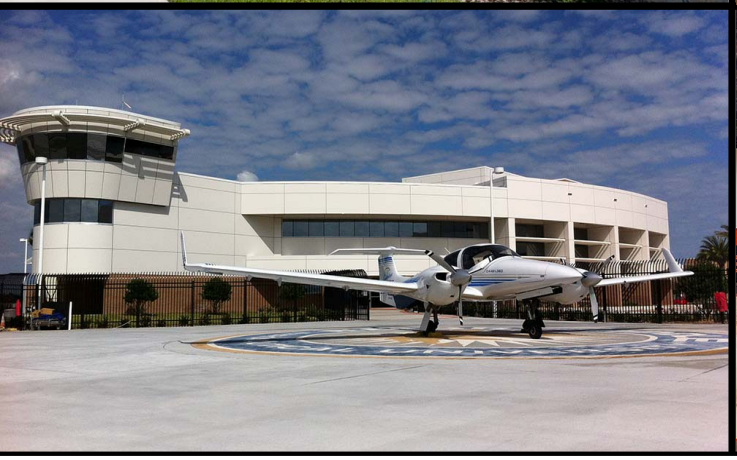


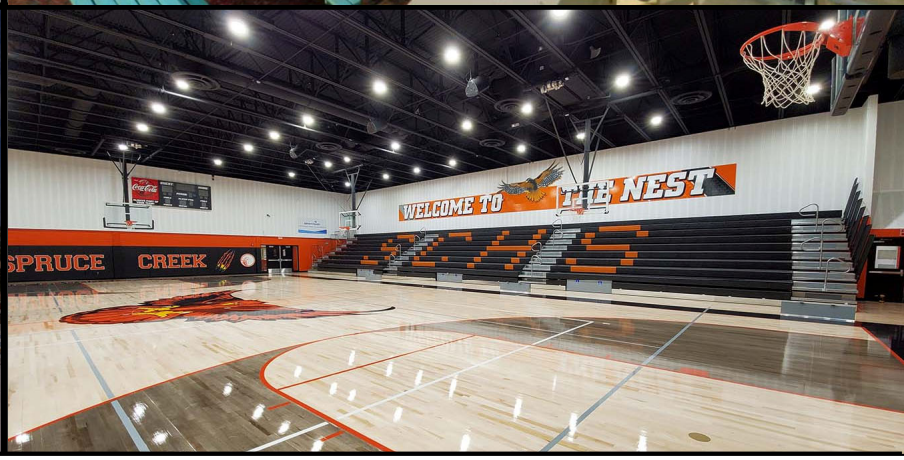
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CITY OF NEW SMYRNA BEACH
CONTINUING ARCHITECTURAL SERVICES
RFQ NO. 10-22-ENG

SECTION 4









2022

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

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REFERENCES

HALL & OGLE ARCHITECTS, INC.

PAST REFERENCES

Embry Riddle Aeronautical University
600 Clyde Morris Blvd.
Daytona Beach, Florida 32114
Contact: Chris Hardesty - harded0c@erau.edu
386-226-6512



Our working relationship with Embry Riddle Aeronautical University dates back to the mid-1980s and includes too many projects to be listed in entirety here. All projects were completed on time and in budget, with some of the most noted being the Lehman Engineering and Technology Center (1990), North Thermal Energy Storage Plant (1996), Aircraft Maintenance Technology Complex (1997), Flight Center (1998), College of Aviation (Phase 1 – 1999, Phase 2 - 2002), Hagedorn Aviation Complex (2008), Athletic Annex (2015).

City of Daytona Beach Shores
3000 Bellemead Dr.
Daytona Beach Shores, Florida 32118
Contact: Mike Bookermbooker@cityofdbs.org
386-763-5353



Hall & Ogle was selected to design a new signature Community Center building for the City of Daytona Beach Shores in 2015. This hugely successful project cemented a very positive working relationship with the City as we look forward to more projects with them in the future.

REFERENCES

HALL & OGLE ARCHITECTS, INC.

PRESENT REFERENCES

City of Ormond Beach
501 N. Orchard St.
Ormond Beach, FL 32174
Contact: Shawn Finley- shawn.finley@ormondbeach.org
386-676-3292



Hall & Ogle has maintained a Continuing Services Contract with the City of Ormond Beach for over 15 years. Past projects include Fire Station 92 (2003), Fire Station 91 (2004), and the Ormond Beach Rec Center (2005) among others. Currently, we are in the design phase of a new Bait house and Restroom facility at Cassen Park.

First Step Shelter
3889 W. International Speedway Blvd.
Daytona Beach, Florida 32114
Contact: Victoria Fahlberg – victoriafahlberg@firststepshelter.org
978-761-9952



In 2017, the City of Daytona Beach envisioned a new shelter facility for the area's homeless population, and Hall and Ogle was selected to make that vision a reality. Management of the new First Step Shelter was turned over to the First Step Shelter Organization following its completion in 2019, and its evolution continues with the Emergency Shelter Renovations. Hall and Ogle was selected to continue design services to add additional capabilities and upgrades to a very successful shelter project.

REFERENCES

HALL & OGLE ARCHITECTS, INC.

PRESENT REFERENCES

County of Volusia
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
Contact: Jose' Alvarez – JAlvarez@co.volusia.fl.us
386-248-1760



Hall & Ogle has maintained a Continuing Services Contract with the County of Volusia for over 18 years. During that time, we have completed numerous projects ranging from mechanical upgrades, to public restroom facilities, fire stations, and lifeguard facilities. All successful projects, delivered on time and in budget. Currently, we are in the design phase of the new 27th Ave. Lifeguard Station.

Volusia County Schools
3750 Olson Drive
Daytona Beach, Florida 32124
Contact: Tom Brown – tbrown@volusia.k12.fl.us
386-947-8786



Hall & Ogle has maintained a close working relationship with Volusia County Schools for over 40 years. During that time, we have successfully completed projects from small maintenance upgrades to new schools with budgets exceeding 30 million dollars. We have maintained a continuing services contract for our entire working relationship, and continue to provide sound architectural services and successful projects, delivered on time and in budget. We are currently nearing the construction phase of the Woodward Elementary School Renovations and Additions project.

DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

208 Magnolia Ave.

Daytona Beach, Fl. 32114

Volusia County

Check [ ] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

Hall & Ogle Architects, Inc.
Firm Name

David D. Ogle - Principal / Vice President
Printed Name and Title of Authorized Representative

David D. Ogle
Signature

2.10.2022
Date

Todd Donlick
(Signature)

Sworn and subscribed before me this 10th day of February, 2022

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

Todd Donlick
(Notary)

Notary Public State of FLORIDA

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by David D. Ogle, Jr., Vice President
(Print Individual's Name and Title)
for Hall & Ogle Architects, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Professional Architectural Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2209909

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

David L. Ch...
_____
(Signature)

Sworn and subscribed before me this 9th day of February, 2022.

Personally known yes

OR produced identification _____

_____
(Type of Identification)

Todd Donlick
_____
(Notary)

Notary Public State of FLORIDA

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST STATEMENT

State of Florida: City of Daytona Beach

Before me, the undersigned authority, personally appeared David D. Ogle, Jr. who was duly sworn, deposes, and states:

1. I am the Vice President of Hall & Ogle Architects, Inc. with a local office in N/A (City & State) and principal office in Daytona Beach, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 10-22-ENG, Continuing Professional Architectural Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

David D. Ogle, Jr.
Typed Name

Vice President
Title

Signed

2.9.2022
Dated

Sworn to and subscribed before me this 9th day of February 2022

Personally known ✓ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Volusia

Todd Donlick
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

David D. Ogle, Jr., being first duly sworn, deposes and says that:

He/she is Vice President of Hall & Ogle Architects, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

David D. Ogle, Jr.
Signed

Vice President
Title

Subscribed and sworn to before me this 9th day of February, 2022.

Notary Public

PM
Title

My Commission Expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2021.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted ITB documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

Proposer Signature

Hall & Ogle Architects, Inc.

Firm Name

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Revised Addendum 1: February 2, 2022

TO ALL PROPOSERS:

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   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:

Proposer Signature

Hall & Ogle Architects, Inc.

Firm Name

CONTRACT RENEWAL
FOR PROFESSIONAL ARCHITECTURAL SERVICES
PQH GROUP DESIGN, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for **PROFESSIONAL ARCHITECTURAL SERVICES**, via **RFQ 10-22-ENG**; and

WHEREAS, the City accepted the qualifications of **PQH GROUP DESIGN, INC.**, (Firm); and

WHEREAS, the parties desire to enter into the first of two (2) possible one (1) year renewals of the contract pursuant to the **RFQ.**

NOW, THEREFORE, THE CITY AND **PQH GROUP DESIGN, INC.**, AGREE AS FOLLOWS:

1. The City and **PQH GROUP DESIGN, INC.** agree to all the terms and conditions as stated and contained in the Professional Services Agreement, **RFQ 10-22-ENG**, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's **RFQ**, the **RFQ** Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the first of two (2) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from _____, 2025 and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

PQH GROUP DESIGN, INC.

By: _____
Name and Title Frank M Ringhofer, JR. Vice President

Date: 4-29-25.

Attest: _____
Sharon Taylor-Harding, Interim City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date: _____
Carrie Avallone, Esq., City Attorney

END OF CONTRACT FOR SERVICES

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Frank Ringhofer. I am over the age of Twenty-one years old. I am the Vice President (Title) of PQH Group Design Inc (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: April 29, 2025

Signed: [signature]
Print Name: Frank M Ringhofer, Jr.
Title: Vice President

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 29 day of April, 2025 by Frank Ringhofer as VP on behalf of PQH Group Design Inc who is personally known to me or who has produced _____ as identification.

(Notary Seal)

KIERSTEN L. LEWIS
Commission # HH 183966
Expires February 3, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

Kiersten L Lewis
Notary Public, State of Florida
Printed name, commission and expiration of commission term

Client#: 1049350 HALLOGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Main Street America Protection Insuranc	13026
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hall & Ogle Architects Inc
208 Magnolia Avenue
Daytona Beach, FL 32114-4306

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB8K6464592447G	08/21/2024	08/21/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability			DPS5035570	10/31/2024	10/31/2025	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGREEMENT FOR PQH GROUP DESIGN, INC. CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of June, 2022, by and between **PQH Group Design, Inc,** duly authorized to conduct business in the State of Florida and whose address is 4141 Southpoint Drive East, Suite 200 Jacksonville, FL 32216, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 10-22-ENG**, Continuing Professional Architectural Services, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement shall automatically renew for two (2) optional, automatic, (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 10-22-ENG**, Continuing Professional Architectural Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal w Fee Proposal
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

PQH Group Design, Inc

Ricardo E. Quinones,AIA, LEED AP BD+C, President
(Name, Title)

PQH GROUP DESIGN, INC.
(Company)

4141 Southpoint Drive East, Suite 200
(Address)

Jacksonville, Florida 32216
(City, State, Zip)

904-224-0001
(Phone)

SECTION 9. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

Cynthia B. Rehberg, Office Manager
Print Name and Title

PQH Group Design, Inc

Authorized Signature

Ricardo E. Quinones, AIA, LEED AP BD+C President
Print Name and Title

Date: May 9, 2022

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Russ Owen, Mayor

Date: June 14, 2022

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 6/28/2022

Purchasing Initials:
Dated: 6/20/22

Contractor's Initials:

CITY OF NEW SMYRNA BEACH



CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES RFQ 10-22-ENG

PQH GROUP

1958

VI.B

INTRODUCTION & REQUIRED DOCUMENTATION

February 14, 2022

City of new Smyrna Beach
Janet Vivian, Purchasing Coordinator,
Purchasing Department
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Continuing Professional Architectural Services
RFQ No. 10-22-ENG
Letter of Introduction

Janet Vivian, Purchasing Coordinator,

On behalf of the entire PQH team, we appreciate your consideration of our qualifications to provide professional architectural design services for the Continuing Professional Architectural Services for City of New Smyrna Beach. PQH values the opportunity to submit a proposal for this work and hopefully begin a successful working relationship with the City of New Smyrna Beach. We've carefully reviewed the requirements of this RFQ and understand the requirements for providing Continuing Services for this project. If given the chance to perform, we are committed to respond with the highest level of expertise, coordination, and resources required to successfully achieve your vision.

CONTINUING SERVICE EXPERIENCE
PQH has over 20 years of experience working on continuing service contracts with multiple agencies including:

- St. Johns County
- JEA
- UF Health
- University of North Florida
- St. Johns County School District
- Florida State College of Jacksonville
- Florida Department of Transportation

As demonstrated throughout the proposal, we have an abundance of experience in Continuing Services in our resume. Our firm has over 30 years of experience in Continuing Service Contracts including USPS, DOT, FSCJ, and JEA. In addition, PQH continues to be under contract with St. Johns County. The extent of completed work ranges between small renovations up to substantial new work.

Evaluating and developing appropriate solutions for continuing service projects have been one of our areas of strength. We have successfully executed over 100 projects under our multiple continuing service contracts. We have renovated diverse spaces and have experience with every program type listed as part of your scope. With our team, your projects will have active, hands-on management and design by seasoned professionals with proven experience on continuing architectural services of a similar nature. In support of our effort to achieve the full potential of your proposed projects and meet its challenges head on, we have selected a team of consultants that is innovative, forward-thinking, and has experience with continuing service contracts.

CERTIFIED MBE WITH VOLUSIA COUNTY EXPERIENCE

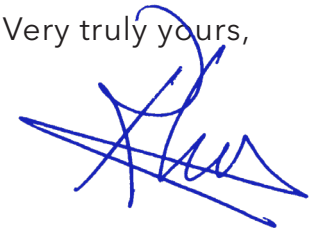
PQH is a Certified Minority Business Enterprises (MBE) and has experience working with local permitting and regulatory agencies in Volusia County. Over the past four (4) decades the firm has demonstrated time and again its ability to recognize needs, understand budget parameters recommend solutions, communicate effectively, and deliver projects on time and within budget.

List of Volusia County Clients

- Embry-Riddle Aeronautical University
- Daytona State College
- Good Samaritan Society ALF

Thank you again for your consideration. Our team eagerly anticipates the opportunity to further present our qualifications. Please do not hesitate to call if you have any questions or require further information from PQH.

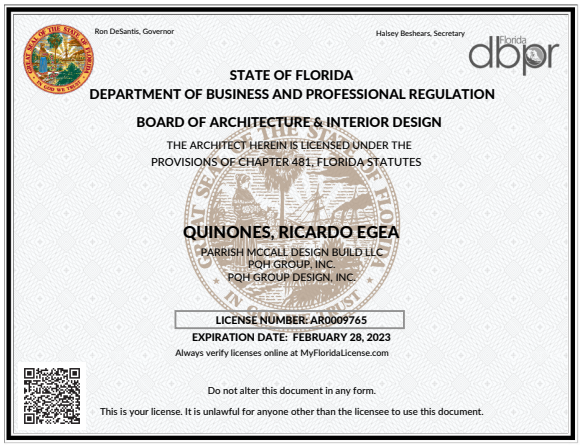
Very truly yours,



Ricardo E. Quinones, AIA, LEED AP BD+C
President

PQH Additional Information
Company Type: Corporation
P: 904-224-0001
F: 904-224-0023
Email: quinonesr@pqh.com

PQH Group Design - Architecture + Interior Design



Ron DeSantis, Governor
Halsey Beshears, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

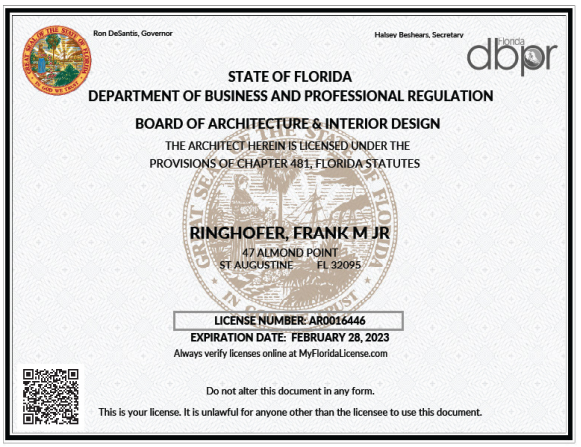
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PARRISH MCCALL DESIGN BUILD LLC
PQH GROUP, INC.
PQH GROUP DESIGN, INC.

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47 ALMOND POINT
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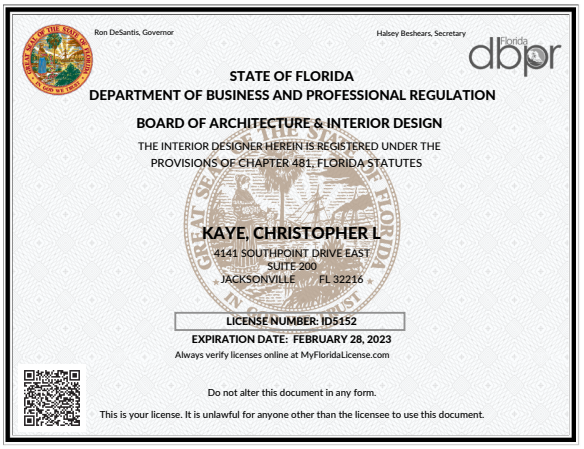
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4141 SOUTHPOINT DRIVE EAST
SUITE 200
JACKSONVILLE FL 32216

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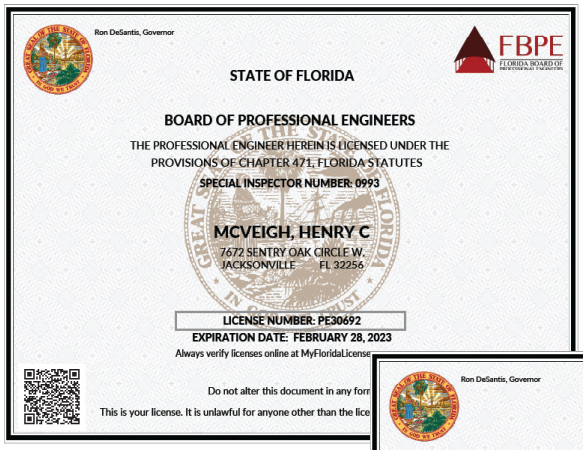
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KAYE, CHRISTOPHER L
4141 SOUTHPOINT DRIVE EAST
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McVeigh & Mangum Engineering - MEP + Structural



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STATE OF FLORIDA

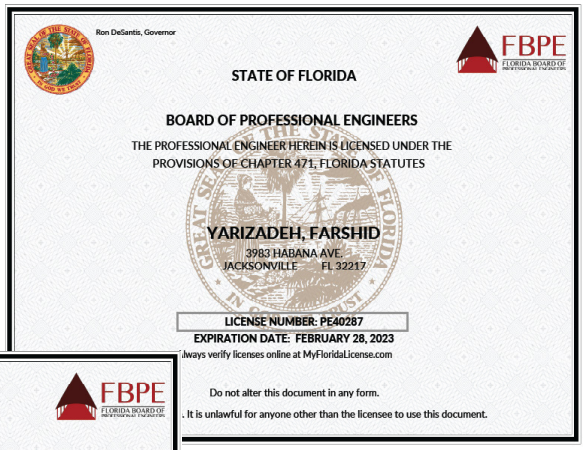
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MCVEIGH, HENRY C
7672 SENTRY OAK CIRCLE W.
JACKSONVILLE FL 32256

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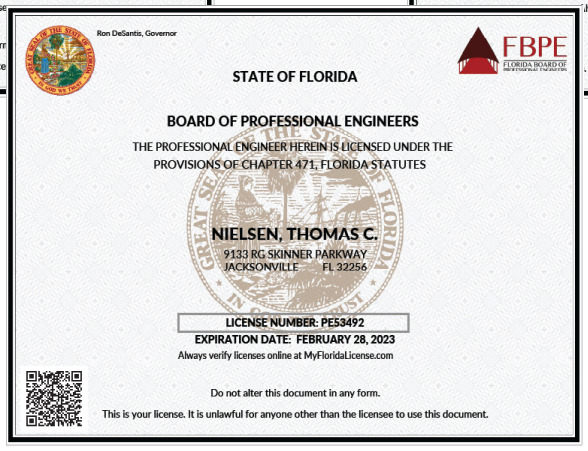
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YARIZADEH, FARSHID
3983 HABANA AVE
JACKSONVILLE FL 32217

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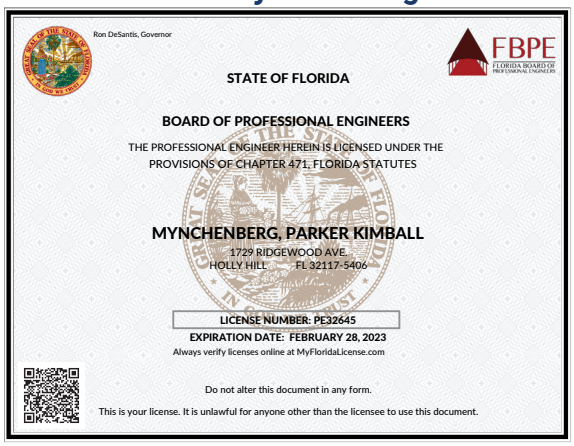
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NIELSEN, THOMAS C.
9133 RG SKINNER PARKWAY
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Parker Mynchenberg & Associates - Civil + Landscape Architecture



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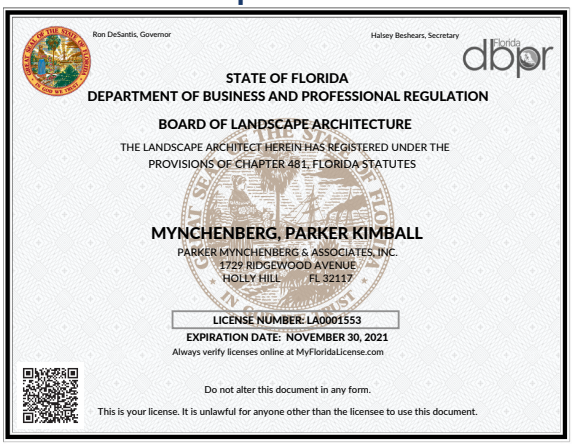
MYNCHENBERG, PARKER KIMBALL

1729 RIDGEWOOD AVE
HOLLY HILL FL 32117-5406

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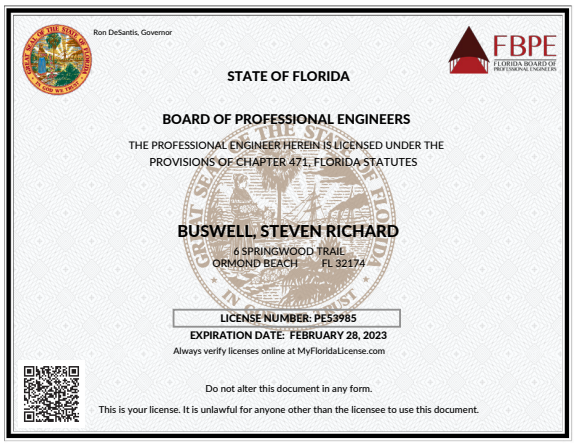
MYNCHENBERG, PARKER KIMBALL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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Julie I. Brown, Secretary

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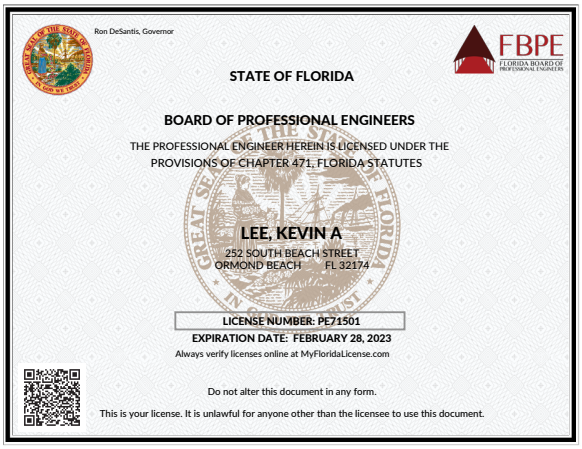
BUSWELL, STEVEN RICHARD

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LEE, KEVIN A

252 SOUTH BEACH STREET
ORMOND BEACH FL 32174

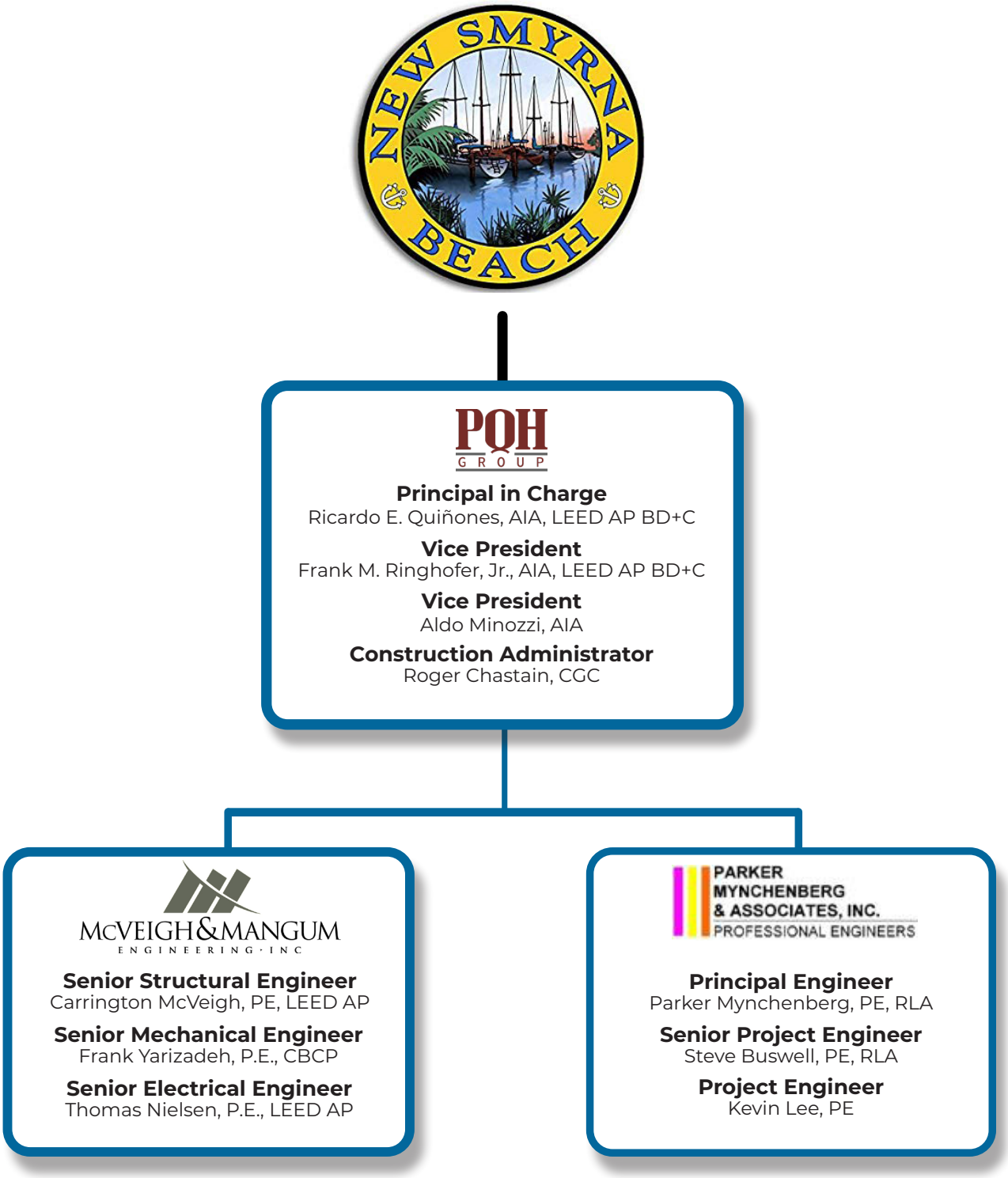
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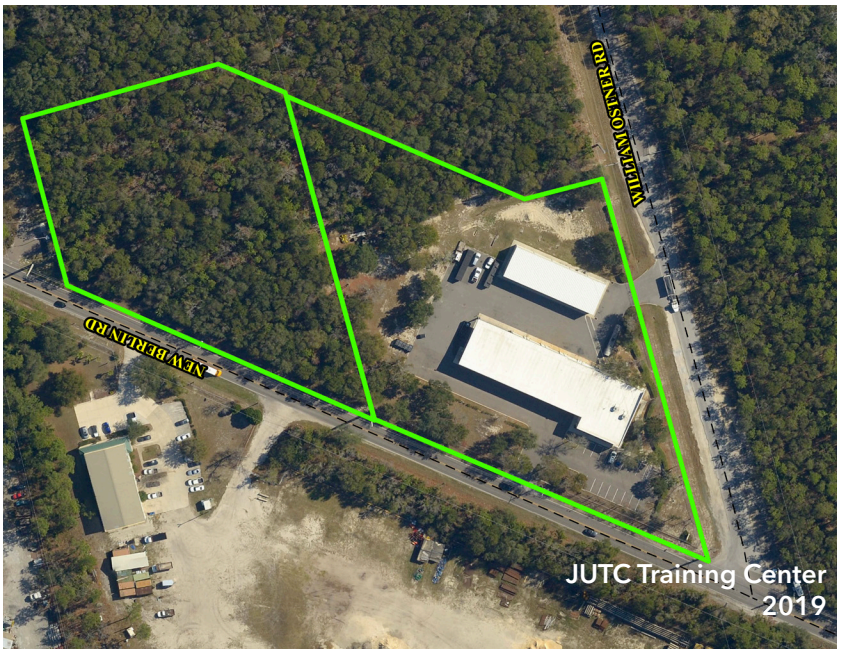
VI.C

EXPERIENCE & QUALIFICATIONS


NEW SMYRNA BEACH
PQH GROUP
Principal in Charge
Ricardo E. Quiñones, AIA, LEED AP BD+C
Vice President
Frank M. Ringhofer, Jr., AIA, LEED AP BD+C
Vice President
Aldo Minozzi, AIA
Construction Administrator
Roger Chastain, CGC
McVEIGH & MANGUM
ENGINEERING · INC
Senior Structural Engineer
Carrington McVeigh, PE, LEED AP
Senior Mechanical Engineer
Frank Yarizadeh, P.E., CBCP
Senior Electrical Engineer
Thomas Nielsen, P.E., LEED AP
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS
Principal Engineer
Parker Mynchenberg, PE, RLA
Senior Project Engineer
Steve Buswell, PE, RLA
Project Engineer
Kevin Lee, PE

JEA CONTINUING SERVICES CONTRACT

JEA | JACKSONVILLE, FLORIDA

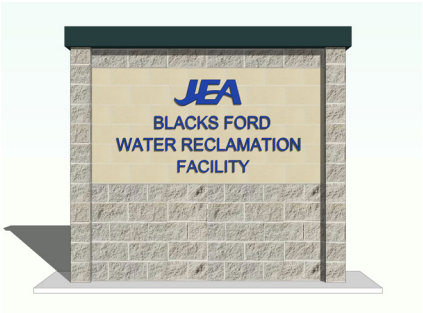


OWNER REPRESENTATIVE

Jennifer Bacmeister, PMP
21 West Church Street
Jacksonville, FL 32202
904-665-4656
stokjl@jea.com

PROJECT STATUS:

Continuous Contract: 1999- Present



Monument Signs for Blacksford Water Treatment Facility 2021

PROJECT DESCRIPTION / SCOPE OF SERVICES

PQH has provided professional services under a Continuing Services Contract with JEA since 1999 - present. Various projects and locations around Duval County Services include: Master Site Planning, Design and Construction of facilities, Interior and Exterior Renovations, Historic Restoration, Prototype Design and New Construction application, and Roof Specifications. Additional projects include Rooftop and Ground-level Uninterrupted Power System Designs, Pump Restoration, Retention Pond and Fencing designs. Representative projects include:

1. WSSE Building 5 Redesign
2. JUTC Training Facility
3. Brandy Branch Bldg. 16 Restrooms
4. Blacksford Sign
5. SSSC Industrial Training Facility
6. Waterworks Building
7. Randall Substation
8. Sunbeam Crew Site
9. Pearl St. Office Renovations
10. Visitors Center



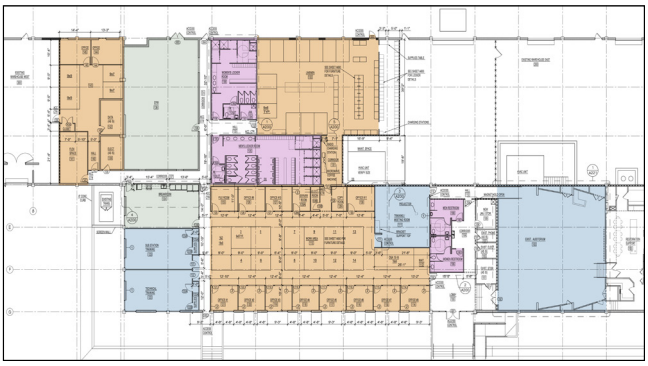
KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager

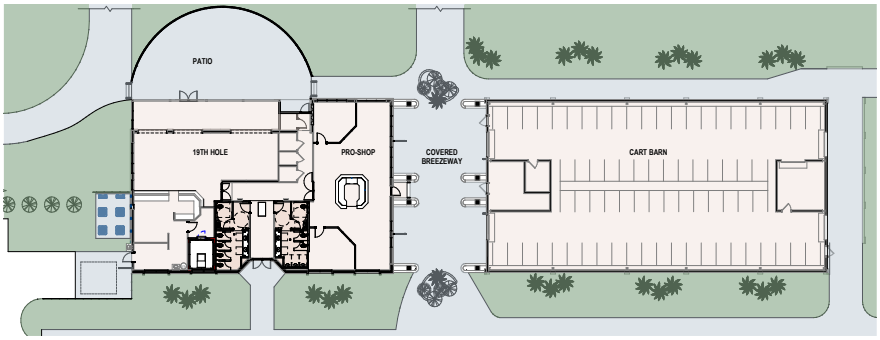


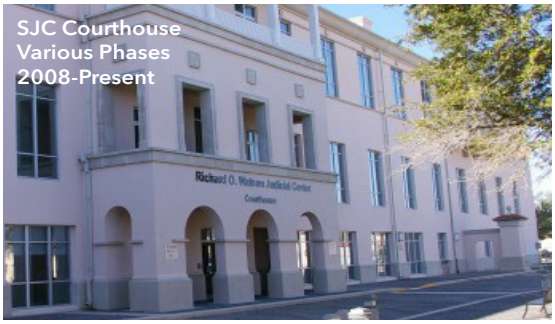
WSSE Building 5 Redesign - 2021

ST. JOHNS COUNTY CONTINUING SERVICES CONTRACT

ST. JOHNS COUNTY, FLORIDA









OWNER REPRESENTATIVE

Bill Freeman/Jason McKay
4040 Lewis Speedway
St. Augustine, FL 32084
904-209-0192
wfreeman@sjcfl.us/
jmckay@sjcfl.us

PROJECT STATUS:

Continuous Contract:
2007- Present

PROJECT DESCRIPTION / SCOPE OF SERVICES

PQH Group continues to provide services under the Architectural Continuing Service Contract with St. Johns County which has spanned over 2 decades. Recent representative projects from this Continued Contract include:

1. Hastings High School - Feasibility Analysis & Recommendation of Historic Structure
2. World Golf Village Library-Site Feasibility Studies and Design Criteria Packages
3. Golf Club House/ Cart Barn
4. Medical Examiner Office Addition
5. Courthouse Renovations
6. Amphitheater Repairs
7. Sheriff Vehicular Maintenance Facility
8. Fire Rescue Pole Barn
9. Utility Warehouse Expansion
10. Supervisor of Elections
11. Administration Building
12. Health Department
13. NW Community Center

KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager



Roger Chastain, CGC
Construction Admin

ST. JOHNS COUNTY WAREHOUSE IMPROVEMENTS

ST. JOHNS COUNTY, FL (CONTINUING SERVICES CONTRACT)



CLIENT REPRESENTATIVE

Bill Freeman/Jason McKay
4040 Lewis Speedway
St. Augustine, FL 32084
904-209-0192
wfreeman@sjcfl.us/
jmckay@sjcfl.us

PROJECT STATUS:

Renovations Completed in 2018









KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager

PROJECT DESCRIPTION / SCOPE OF SERVICES

The project consists of additions to four existing structures, tenant improvements comprised adding office areas expanded warehouse and an open air storage shelter. The collections warehouse is a 3,680 SF addition with 540 SF of office tenant improvements. The distribution warehouse consist of a 4,880 SF addition and 601 SF of office tenant improvements. The parts warehouse is a 277 SF of office tenant improvements. Also, two new covered parking structures with 2,000 SF. The warehouse spaces included interior renovations/ remodeling totally 1,100 s.f. Total project SF included 12,500 s.f. of warehouse/covered areas and 2,400 SF of offices. Site improvements included fire lanes, landscaping, additional driveways and parking lot improvements.

CITY OF JACKSONVILLE

JACKSONVILLE, FL (MULTIPLE PROJECTS)



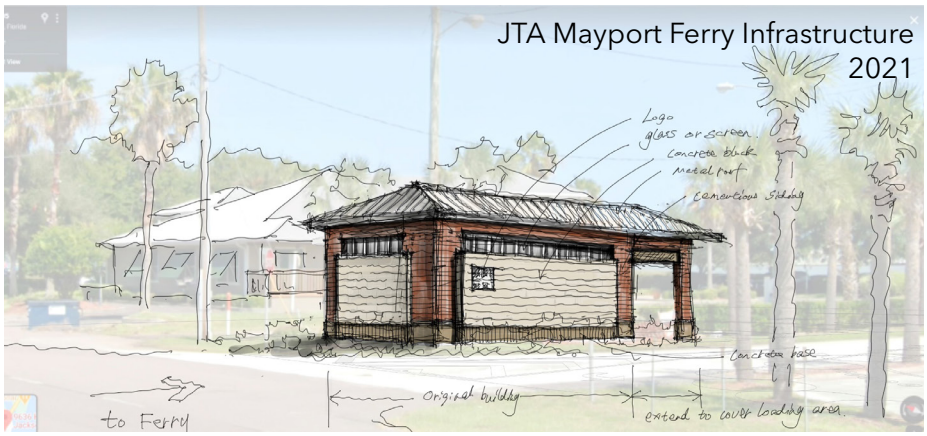
Fire Station #65
2021

CLIENT REPRESENTATIVE

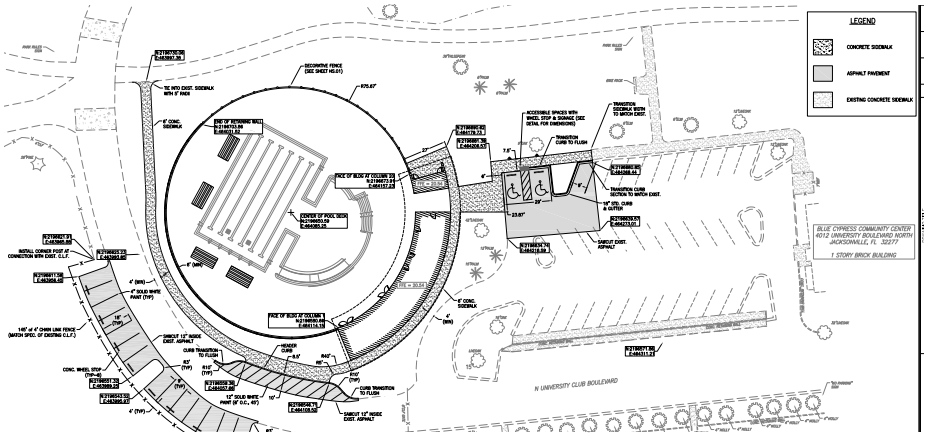
Maria Williams/Alex Baker
214 N Hogan St,
Jacksonville, FL 32202
904-255-8837
mariacw@coj.net/abaker@coj.net

PROJECT STATUS:

Various, 2000 - Present



JTA Mayport Ferry Infrastructure
2021



COJ Blue Cypress Pool
2021







KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager

PROJECT DESCRIPTION / SCOPE OF SERVICES

PQH Group continues to provide services for the city. Recent representative projects include:

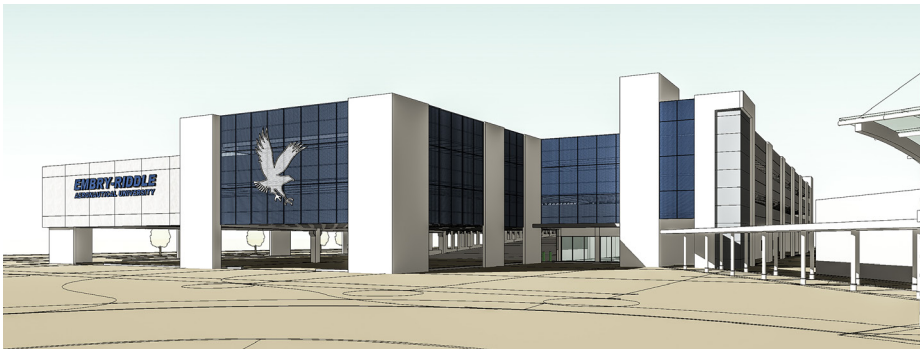
1. Blue Cypress Pool
2. Mayport Ferry
3. Fire Station #65
4. Oceanway/New Berlin Library
5. First Coast Aquatic Center Study
6. Arlington Facade Study

EMBRY–RIDDLE AERONAUTICAL UNIVERSITY

DAYTONA BEACH, FLORIDA / PRESCOTT, ARIZONA (MULTIPLE PROJECTS)







CLIENT REPRESENTATIVE

Rodney Cruise/Chris Hardesty
600 S. Clyde Morris Blvd.
Daytona Beach, FL 32114
386-236-7303

PROJECT STATUS:

Various, 2016 - Present

PROJECT DESCRIPTION / SCOPE OF SERVICES

PQH has served a supporting role in the growth of the Embry-Riddle Aeronautical University by providing continuous professional Architectural and Interior Design services over the last five years. Representative Projects include:

1. Dormitories (Phase 1)
2. Dormitories (Phase 2)
3. Dormitories (Phase 3)
4. Prescott Campus Dormitories
5. Garage
6. Hangar Project





KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager



Roger Chastain, CGC
Construction Admin

THE BOLLES SCHOOL POOL

STELLAR, INC. | JACKSONVILLE, FLORIDA





OWNER REPRESENTATIVE

The Bolles School
7400 San Jose Blvd.
Jacksonville, FL 32217
Project Representative
Tim Jenkins with Stellar

PROJECT STATUS:

Constructed in 2020





PROJECT DESCRIPTION / SCOPE OF SERVICES

This project consisted of the demolition of the existing Lobrano Pool and installation of a 25-meter x 25 yard competition pool with Divine Platforms by Mytha Pools. The scope also includes a New Restroom Facility and Observation Pavilion Structure and Bleachers.

KEY PERSONNEL ASSIGNED TO THIS PROJECT



Ricardo Quiñones, AIA, LEED AP BD+C
Principal-In-Charge



Frank Ringhofer Jr., AIA, LEED AP BD+C
Project Manager



Roger Chastain, CGC
Construction Admin

Renovation Sample Projects

- 11 East Forsyth Apartments
- Shands Orthopedic Center
- Florida Retina Institute
- The Renaissance Assisted Living
- Claude J. Yates City Hall Annex
- The Carling
- Nassau County Courthouse
- BSV Motors Showroom
- Cathedral Towers
- Baptist Terrace Senior Apartments
- St. Joseph's Catholic Church
- Florida State College Jacksonville Dental School
- Jacksonville University Lazarra STEAM
- Flagler College Multiple Projects
- The Bolles School Pool
- Building Office Renovation
- St. Johns County Golf Clubhouse
- JEA Multiple Projects
- Jacksonville Classical Academy Arlington
- Pine Grove Apartments
- Boys and Girls Club
- Sable Palms Apartments
- Fairstead Apartments
- Deerwood Southside
- Florida State College Jacksonville Building C and B
- City of Jacksonville Fire and Rescue Headquarters
- Fleet Landing Derfer Healthcare Pavilion
- Fleet Landing Coleman Center
- St. Johns County Medical Examiners Office
- University of Florida Multiple Projects
- Silver Lakes Apartments
- St. Johns County Courthouse
- Florida Department of Transportation Multiple Projects
- United States Postal Service Multiple Lobby Renovations (4)
- Andrew Jackson High School
- Allegro St. Augustine Multiple Projects
- Allegro Heritage Oaks
- Penny Farms Swimming Facility
- Flagler Hospital Linear Accelerator Replacement & CT Renovation
- University of North Florida Multiple Projects (7)
- Atlantic Beach City Hall
- Baptist Terrace Apartments







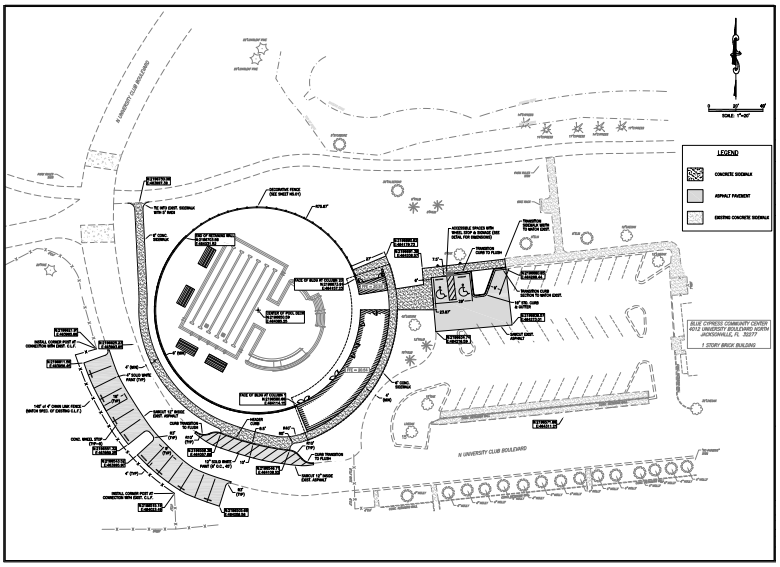
Recreation Sample Projects

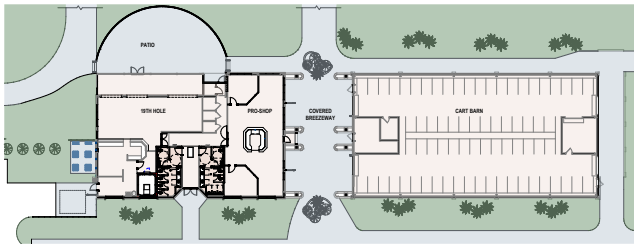
- The Bolles School Pool
- Blue Cyprus Pool - City of Jacksonville
- Jacksonville Veterans Memorial Arena
- Penny Farms Swimming Facility
- University of North Florida Baseball Facilities
- University of North Florida Tennis Facilities
- Camp I Am Special Pool Area
- First Coast Pool Facility
- RiverTown Fields & Stadium
- Baker-Skinner Park Baseball Fields
- Police Athletic League Baseball Field
- Jacksonville University Lacrosse Fieldhouse
- Hammond Park
- Mandarin Soccer Fields
- The First Tee of Jacksonville Learning Center





- Powers Avenue baseball Clubhouse
- Rotary Children's Park
- Randall St. Pocket Park
- Palm Coast Community Center
- Balance Your Game Recreational Youth Center
- Seamark Ranch
- Allegro at Fleming Island
- Accolade at Allegro
- Jacksonville Beach Golf Clubhouse & Pro Shop
- Fernandina Beach Golf Clubhouse
- St. Johns County Golf Clubhouse and Cart Barn







Historic Preservation Sample Projects

- The Carling Apartments
- 11 East Forsyth Apartments
- Ritz Theater
- Nassau County Courthouse
- Flagler University Commons
- St. Joseph's Catholic Historic Church
- Claude J. Yates City Hall Annex













PQH GROUP

Address:
4141 Southpoint Drive East
Suite #200
Jacksonville, Florida 32216

Form of Ownership:
Private

Years in Business Total & in Florida:
40 Years

Staff:
26 Employees

Primary Contact:
Ricardo E. Quinones, AIA
P: 904.224.0001
F: 904.224.0023
E: quinonesr@pqh.com

PQH GROUP... *By the Numbers*

40 Years of Design Service

Of Business from repeat clients 80%

+$60M Projects Designed Annually

Florida Certified MBE

PQH Group Design headquartered in Jacksonville Florida, is a Full Service Professional Design Firm with the knowledge and experience of providing professional design solutions to our local, state, and federal clients. Founded in 1982, PQH has grown to include six principals and a strong, committed support staff which includes Architects, Interior Designers, and General Contractors. With a history spanning over 40 years, PQH Group is Jacksonville's 6th largest Architectural Firm as ranked by JBJ. Our broad depth of experience, collaborative design approach, proactive leadership and emphasis on communication give us the capabilities to offer customized solutions for even the most demanding needs of our clients. We pride ourselves on providing personal attention to each client with key personal remaining with the project through completion. With the addition of 3 new partners in the last 6 years, PQH looks forward to the future with the same drive and determination of the initial founders. Along with new partners come new ideas, new clients and new market areas that provide the foundation for the company to continue growing and taking on new challenges.

We Listen, We Plan and we're here to serve you.

Resources / Assets
The corporate office building has been owned by the parent company PQH Group for over 20 years.

The corporation fully owns all its computer and technological equipment including:

- Eight (8) printers and two (2) plotters
- Two (2) multi-media presentation monitors
- Three (3) vehicles

In addition to equipment, the corporation has ongoing Software Subscriptions and Licenses for many programs including:

- Fourteen (14) REVIT/CAD and BIM 360 licenses
- Two (2) Sketch Up licenses
- Two (2) Lumion licenses
- Twenty eight (28) Microsoft Office Suite licenses
- Ajera Bookkeeping Software
- Two (2) Photoshop Creative Suite licenses

Ricardo Quiñones, AIA, LEED AP BD+C

Principal-in-Charge

Years of Experience: 39 (34 years with PQH)



Education

MA, Architecture, University of Illinois, 1981

BS, Architectural Studies, University of Illinois, 1978

Registration

Registered Architect, FL #9765, GA, TX, AZ, TN, NCARB #48953

Ricardo E Quinones, AIA, LEED AP BD + C, is the Director of Design, responsible for programming, schematics and implementation of design through construction documents. Highly respected for his work ethic, Ricardo has been honored for his dedication to the profession and the community by the American Institute of Architects in Jacksonville. His dedication and devotion are evident in his work, in the community, and with his family. It is these traits, along with his ability to assess situations, which have fostered many satisfied clients.

Project Experience

JTA St. Johns River Mayport Ferry Park Improvements

Jacksonville, Florida

The scope of work includes a new single open pavilion; a new bathhouse containing a women's and men's facility; a new storage building; renovation and ADA modification to existing toilet facilities and implement new landscaping and site lighting for overall new civil plans for both the Mayport and St. George Ferry Docks.

JEA Continued Services Contract

Jacksonville, FL

PQH has held a contract with JEA since 1999 and has completed over +30 projects varying from renovations, new construction and design criteria packages.

- Waterworks Building
- Sun beam Crew Station
- Randall Substation
- Visitors Center
- JUTC Training Center Design Criteria Package
- Southside Service Center Design Criteria Package

City of Jacksonville Multiple Projects

Jacksonville, Florida

- Fire Stations #21,24,50,57,58,64,65
- 911 Call Center
- Emergency Operations Center
- Fire & Rescue Headquarters.
- Claude Yates Building
- 11 East Apartments
- The Carling Historical Restoration and Renovations
- Jacksonville Veterans Memorial Arena

St. Johns County Continued Services Contract

St. Johns County, FL

PQH has held a contract with SJC since 2007, and has completed +25 projects including renovations, additions, studies, new construction and master plans.

- Library Feasibility Study
- Courthouse Renovations
- Hastings School Evaluation
- Rivertown Baseball Stadium
- Medical Examiners Office Modifications
- Fire Stations #5,9,11,15,16,17

Florida Department of Transportation (FDOT) Continued Services Contract (2003-2012)

Various Locations in North Florida

The continued services provided for FDOT included master site planning, design and construction of additions, renovations and re-roofing; studies, HVAC and Electrical system upgrades.

- District Office CADD Room Renovation
- Ellis Rd. Office/Training Renovation
- Ellis Rd. Bridge Drivers Building
- Jacksonville Urban Office
- District II Server room Upgrade
- Jacksonville Urban Office- Core Roof

Florida State College of Jacksonville (FSCJ) Contract & Projects

Jacksonville, Florida

- FSCJ Continued Services Contract
- North Campus Dental Program Interior Renovations
- 5 Year College Wide

Project Experience Continued

Jacksonville University Multiple Projects
Jacksonville, Florida
- Lacrosse Fieldhouse
- Health & Science Center
- Lazarra STEAM Renovation
- Dolphin Dorms

Jacksonville Classical Academy Multiple Projects
Jacksonville, Florida - Riverside & Arlington
- Jacksonville Classical Academy New Construction
- Jacksonville Classical Academy Gymnasium Addition
- Jacksonville Classical Academy Arlington East Renovations

Flagler College Multiple Projects
St. Augustine, FL
- Resident Hall & Commons
- Garage
- Campus Facilities Building

Embry Riddle Aeronautical University Multiple Projects
Daytona Beach, FL
- Residence Hall Phase 1
- Residence Hall Phase 2
- Residence Hall Phase 3
- Residence Hall - Prescott, AZ
- Garage, Security Office & Post Office
- Airplane Hangers

United States Postal Services Continued Services Contract
Various Locations in Florida

PQH has been working with USPS since 1986, with a multitude of projects ranging from large to small. The projects include renovations to lighting systems, parking lots, HVAC upgrades, and new construction. PQH worked with the local building departments and the USPS to determine necessary design, materials, and construction requirements. PQH has completed +60 projects for USPS.

- Pottsburg Station Post Office
- Lake Jackson Station
- Ponte Vedra Post Office
- Boca Raton Carrier Annex
- Palm Coat Post Office
- Gainesville Downtown Station
- Orange Park Mall Retail Location
- Edgewater Branch
- Lady Lake Branch
- Melbourne Station
- Citrus Ridge Branch
- Trenton Branch
- Port St. Lucie
- Edgewater Lobby Renovation
- Bell Branch
- Jupiter Branch
- Daytona Beach Lobby Renovation
- Centerville Lobby Renovation
- Gainesville Lobby Renovation
- Ocala Lobby Renovation
- Flemming Island Branch
- Summerfield Branch
- Pinette Branch
- O'Brien Branch
- Cocoa Branch

Frank Ringhofer, AIA, LEED AP BD+C

Project Manager
Years of Experience: 27 (22 years with PQH)



Education

BA, Kansas State University
Danish International Architectural Program, University of Copenhagen

Registration

Registered Architect, FL #16446, AZ, AL, MI

Frank Ringhofer, AIA, LEED AP BD+C, as the Director of Production, Frank is a "mentor" for the Project Managers of the firm. Frank leads production effort of delivering Comprehensive construction documents. He also responsible for managing designers, of medium to large projects for the development of project specifications, calculations, design documents, system studies and construction documents. has 27 years of experience in all phases of design for educational, commercial, industrial, institutional, and government projects. He has a thorough and extensive knowledge of all aspects of specifications, project management, feasibility studies for energy efficient building systems as well as bid writing and processing. He specializes in design and specifications of building for process and control of projects. LEED® Accredited Professional.

Project Experience

JTA St. Johns River Mayport Ferry Park Improvements

Jacksonville, Florida

The scope of work includes a new single open pavilion; a new bathhouse containing a women's and men's facility; a new storage building; renovation and ADA modification to existing toilet facilities and implement new landscaping and site lighting for overall new civil plans for both the Mayport and St. George Ferry Docks.

Jacksonville Port Authority*

Jacksonville, FL

Contracted to review and evaluate multiple buildings (over 100 individual surveys) and roofs at both the Blount Island and Talleyrand Facilities. Provided reports with findings, recommendations, and cost analysis for repair or replacement.

Florida State College of Jacksonville (FSCJ) Contract & Projects

Jacksonville, Florida

- FSCJ Continued Services Contract
- North Campus Dental Program Interior Renovations
- 5 Year College Wide

JEA Continued Services Contract

Jacksonville, FL

PQH has held a contract with JEA since 1999 and has completed over +30 projects varying from renovations, new construction and design criteria packages.

- Waterworks Building
- Sun beam Crew Station
- Randall Substation
- Visitors Center

City of Jacksonville Multiple Projects

Jacksonville, Florida

- Fire Stations #21,24,50,57,58,64,65
- 911 Call Center
- Emergency Operations Center
- Fire & Rescue Headquarters.
- Claude Yates Building

St. Johns County Continued Services Contract

Jacksonville, FL

PQH has held a contract with SJC since 2007, and has completed +25 projects including renovations, additions, studies, new construction and master plans.

- Library Feasibility Study
- Courthouse Renovations
- Hastings School Evaluation
- Rivertown Baseball Stadium
- Medical Examiners Office Modifications
- Fire Stations #5,9,11,15,16,17

Florida Department of Transportation (FDOT) Continued Services Contract (2003-2012)

Various Locations in North Florida

The continued services provided for FDOT included master site planning, design and construction of additions, renovations and re-roofing; studies, HVAC and Electrical system upgrades.

- District Office CADD Room Renovation
- Ellis Rd. Office/Training Renovation
- Ellis Rd. Bridge Drivers Building
- Jacksonville Urban Office
- District II Server room Upgrade
- Jacksonville Urban Office- Core Roof

Project Experience Continued

United States Navy (NavFac SE) Continual Services
St. Johns County, FL

Contracted for repairs, renovations and additions to existing facilities at Jacksonville Navy Air station FL, Mayport FL, and Cape Canaveral FL.

Jacksonville University Multiple Projects
Jacksonville, Florida

- Lacrosse Fieldhouse
- Health & Science Center
- Lazarra STEAM Renovation
- Dolphin Dorms
- Swisher Gym Re-Roofing

Jacksonville Classical Academy Multiple Projects
Jacksonville, Florida - Riverside & Arlington

- Jacksonville Classical Academy New Construction
- Jacksonville Classical Academy Gymnasium Addition
- Jacksonville Classical Academy Arlington East Renovations

Flagler College Multiple Projects
St. Augustine, FL

- Resident Hall & Commons
- Garage
- Campus Facilities Building

Embry Riddle Aeronautical University Multiple Projects
Daytona Beach, FL

- Residence Hall Phase 1
- Residence Hall Phase 2
- Residence Hall Phase 3
- Residence Hall - Prescott, AZ
- Garage, Security Office & Post Office
- Airplane Hangers

United States Postal Services Continued Services Contract
Various Locations in Florida

PQH has been working with USPS since 1986, with a multitude of projects ranging from large to small. The projects include renovations to lighting systems, parking lots, HVAC upgrades, and new construction. PQH worked with the local building departments and the USPS to determine necessary design, materials, and construction requirements. PQH has completed +60 projects for USPS.

- Pottsburg Station Post Office
- Lake Jackson Station
- Ponte Vedra Post Office
- Boca Raton Carrier Annex
- Palm Coat Post Office
- Gainesville Downtown Station
- Orange Park Mall Retail Location
- Edgewater Branch
- Lady Lake Branch
- Melbourne Station
- Citrus Ridge Branch
- Trenton Branch
- Port St. Lucie
- Edgewater Lobby Renovation
- Bell Branch
- Jupiter Branch
- Daytona Beach Lobby Renovation
- Centerville Lobby Renovation
- Gainesville Lobby Renovation
- Ocala Lobby Renovation
- Flemming Island Branch
- Summerfield Branch
- Pinette Branch
- O'Brien Branch
- Cocoa Branch

Aldo Minozzi, AIA, NCARB

Project Architect

Years of Experience: 26 (6 years with PQH)



Education

Masters of Architecture, University of Puerto Rico School of Architecture
Bachelors of Environmental Design, University of Puerto Rico School of Architecture

Registration

Registered Architect, Florida AR00098244, Puerto Rico 16724

Aldo Minozzi, AIA, has proven ability to impart a high level of professionalism and expertise to ensure objectives are met in the fastest, most efficient manner. His qualifications include a unique knowledge of all development phases within a project from initial client relationships to its final construction. He has demonstrated his capabilities and attention to cultural and environmental factors in order to create aesthetically functional designs. Aldo's experience reflects a firm commitment to the environment, focusing on the social and urban context of each project. He has developed master plans that safeguard the final impact of each structure within the surrounding community and its people. His goal is to create productive and functional designs that invite and capture the imagination, in both public and private sectors.

Project Experience

Florida State College of Jacksonville (FSCJ) Contract & Projects

Jacksonville, Florida

- FSCJ Continued Services Contract
- North Campus Dental Program Interior Renovations
- 5 Year College Wide

JEA Continued Services Contract

Jacksonville, FL

PQH has held a contract with JEA since 1999 and has completed over +30 projects varying from renovations, new construction and design criteria packages.

- Waterworks Building
- Sun beam Crew Station
- Randall Substation
- Visitors Center
- JUTC Training Center Design Criteria Package

St. Johns County Continued Services Contract

Jacksonville, FL

PQH has held a contract with SJC since 2007, and has completed +25 projects including renovations, additions, studies, new construction and master plans.

- Library Feasibility Study
- Courthouse Renovations
- Hastings School Evaluation
- Rivertown Baseball Stadium
- Medical Examiners Office Modifications
- Fire Stations #5,9,11,15,16,17

Flagler College Multiple Projects

St. Augustine, FL

- Resident Hall & Commons
- Garage
- Campus Facilities Building

Jacksonville University Multiple Projects

Jacksonville, Florida

- Lacrosse Fieldhouse
- Health & Science Center
- Lazarra STEAM Renovation
- Dolphin Dorms
- Swisher Gym Re-Roofing

Embry Riddle Aeronautical University Multiple Projects

Daytona Beach, FL

- Residence Hall Phase 2
- Residence Hall Phase 3
- Residence Hall - Prescott, AZ
- Garage, Security Office & Post Office
- Airplane Hangers

The Quarry Apartments

Big Coppitt Key, Key West, FL

- Phases 1, 2, and 3

Quarry Storage Facility

Big Coppitt Key - Key West, FL

The Project consists of +/-24,000 of Storage. Construction is to be masonry and concrete hollow core slabs. The building is to be {3) three story with two {2) levels of storage above a ground level parking/vehicle storage.

Chris Boggess, AIA

CADD Designer
Years of Experience: 10
(5 years with PQH)



Education
Master of Architecture, Southern Illinois University

Registration
Registered Architect, Florida AR100770

Christopher Boggess, AIA, is involved in all stages of architectural design from design concept to completion of construction documentation. Allowing him to understand how BIM/ Revit will affect project workflows and project management throughout design to maximize its implementation for increased effectiveness. The primary responsibility is implementation, and enforcement on all related BIM projects, files and models. Chris' specialty is CADD/ Revit. He is responsible for providing code analysis, calculations, design documents, system studies and construction drawings.

Project Experience

JEA Continued Services Contract
Jacksonville, FL
PQH has held a contract with JEA since 1999 and has completed over +30 projects varying from renovations, new construction and design criteria packages.

- Waterworks Building
- Sun beam Crew Station
- Randall Substation
- Visitors Center
- JUTC Training Center Design Criteria Package

City of Jacksonville Fire Station #65
Jacksonville, FL

Borland Groover Ambulatory Surgical Center & Outpatient Clinic
St. Augustine, FL

Flagler College Commons, Garage & Dormitory
Daytona Beach, FL

Volunteers for America Apartments
Jacksonville, FL

United States Navy (NavFac SE) USTWR & STARS at Naval Air Station
Jacksonville, FL

United States Navy (NavFac SE) Naval Ordnance Test Unit (NOTU) at Air Force Station
Jacksonville, FL

Quarry Storage Facility
Big Coppitt Key - Key West, FL
The Project consists of +/-24,000 of Storage. Construction is to be masonry and concrete hollow core slabs. The building is to be {3) three story with two {2) levels of storage above a ground level parking/vehicle storage.

Jacksonville University Lazzara Renovation
Jacksonville, FL

McVEIGH & MANGUM
ENGINEERING · INC

Together PQH and McVeigh & Mangum have worked on:

+100 Projects
+50 Municipal Projects

McVeigh & Mangum Engineering was founded in 1991 by Carrington McVeigh, P.E. and Wayne Mangum, P.E., both structural engineers. From the firm's inception, they both recognized the importance of cross-discipline coordination and envisioned their company providing full- service engineering to the architectural community. As a result, McVeigh & Mangum quickly evolved from a structural consulting engineering firm to a provider of Structural, Mechanical, Electrical, Plumbing and Fire Protection design services. Over the last 30 years, the firm has expanded to provide not only the highest quality multi-discipline engineering consulting services, but several other services to support the architecture and construction communities, as well as building ownership and management, across the nation.

STRUCTURAL ENGINEERING

With both founders being structural engineers by trade, it was only natural for the firm to quickly establish itself as a prominent player in the structural engineering market. The team continues to be recognized for the depth and breadth of the experience they bring to the table, working with a myriad of different structural systems and working on projects of all sizes in all geographic regions of the country. This perspective allows the structural team to assess the needs, constraints, and unique design considerations of each project and select the best structural system for each. McVeigh & Mangum's expertise includes the design of structural systems including structural steel, steel joists, composite steel, light gage metal framing, post tensioned and conventionally reinforced cast-in-place concrete, pre-cast concrete, pre-stressed concrete, masonry, tilt-up, and wood construction, along with various foundation designs as needed for different substrates. In addition to structural design services, the McVeigh & Mangum structural team also provides condition assessments, threshold inspections in the state of Florida, and forensic analysis. With vast experience in the design of projects throughout the country, the firm is intimately familiar with the unique structural loading requirements that may be applicable such as high wind and debris loads, seismic loads, snow and snow drift loading, and loads generated by flooding.

MECHANICAL ENGINEERING

Mechanical and HVAC design is an aspect which can often be forgotten in a building—until it performs poorly, sacrificing occupant comfort and perhaps even causing moisture issues or rendering the building incapable of functioning as intended. The McVeigh & Mangum mechanical team has experience ranging from small commercial and residential projects, all the way up through multi-million-dollar healthcare, industrial, and high-density multifamily jobs. With an impressive portfolio, the mechanical team has broad design experience under many different unique scenarios, having worked in various climates across the nation and with mechanical systems from simple inexpensive packaged units up through complex chilled water systems. The McVeigh & Mangum mechanical team has extensive experience with water source heat pumps, variable air volume systems, variable refrigerant flow systems, split system heat pumps, furnaces, packaged rooftop units, dedicated outdoor air systems, complex chilled water systems, and complex exhaust and fresh air make up systems. Our firm consistently provides solutions to challenges and constraints presented, balancing energy efficiency and cost effectiveness.

ELECTRICAL ENGINEERING

Electrical design can encompass a wide array of requirements, and these projects only become more and more complicated as new technologies continue to develop. McVeigh & Mangum's electrical team has the expertise to prepare new buildings and retrofit old ones to handle the increased complexity associated with these new and evolving technologies, as well as the ever- changing code requirements. Electrical services provided include lighting design and control systems, stand-by generator systems, emergency and uninterrupted power systems, fire alarm design, and lightning protection.

PLUMBING

Plumbing design performed by McVeigh & Mangum includes both water distribution as well as the design of sanitary waste and vent piping for new and existing buildings. In addition, our firm provides design associated with roof drainage, gray water management, rainwater harvesting, and solar hot water systems. The plumbing team also has experience in the design of medical gas systems for medical facilities, as well as fuel gas piping for various building applications.

PROJECTS PQH & MCVEIGH & MANGUM HAVE COMPLETED TOGETHER:

- St. Johns County Administration Building
- St. Johns County Health Center
- St. Johns County Emergency Operations Center
- St. Johns County Fire Station #5, 9, 11, 15, 16, 18
- St. Johns County Fire Station NW
- City of Jacksonville Fire Station #21, 24, 31, 35, 47, 50, 57, 58
- City of Jacksonville Emergency Operations Center
- Borland Groover Medical Office Building
- Pottsburg Post Office

H. Carrington McVeigh, P.E., LEED AP

Senior Structural Engineer
Years of Experience: 44 (30 years with McVeigh & Mangum)



Education

BS in Civil Engineering, Virginia Military Institute
ME in Civil Engineering, University of Virginia
MBA in Business Administration, University of North Florida

Registration

Registered in the States of AL, FL, GA, IN, LA, MD, MS, NC, OH, OK, SC, and TX.
LEED Accredited Professional

H. Carrington McVeigh, P.E., LEED AP BD+C, over 40 years' experience in the design of governmental, commercial, educational, industrial, medical, retail, and residential buildings, in structural steel, wood, reinforced concrete, in masonry and pre-stressed concrete, in the inspection and renovation of existing structures, in bridge design and in the design of unique structures. Responsible for all aspects of structural engineering, including analysis, design, investigation, inspection, construction document preparation, in cost estimating and in construction administration.

Project Experience

Duval County Courthouse
Jacksonville, FL

Jacksonville Courthouse
Jacksonville, FL

St. Johns County Courthouse Improvement
St. Johns County, FL

Sheriff's District 2 Administration & Operations Complex
Flagler County, FL

St. Johns County Health Department
St. Augustine, FL

BellSouth NE Florida Technical Center
Clay County, FL

Clay County Emergency Services Complex
Green Cove Springs, FL

St. Johns County Emergency Operations Center
St. Johns County, FL

Florida Public Utilities Office Building
Yulee, FL

JIA Administration Building
Jacksonville, FL

Thomas C. Nielsen, P.E., LEED AP

Senior Electrical Engineer
Years of Experience: 37 (23 years with McVeigh & Mangum)



Education
Bachelor in Electrical Engineering, Georgia Institute of Technology

Registration
Registered in the States of AL, AR, AZ, CA, FL, GA, KS, KY, MA, NV, NY, NC, OH, and SC.
LEED Accredited Professional

Thomas C. Nielsen, P.E., LEED AP, experienced in the design of power distribution, UPS and diesel generator emergency power systems, lighting applications, fire alarm, security and lightning protection systems. Project types include commercial, educational, retail, industrial, medical/ research, institutional, and governmental facilities.

Project Experience

City of Lakeland Electric & Water
Lakeland, FL

Clyde Atkins U.S. Courthouse
Miami, FL

Pensacola Courthouse
Pensacola, FL

Former City Hall Modifications
West Palm Beach, FL

IRS Upfit - Modis Building
Jacksonville, FL

Lake Helen City Hall Renovations
Lake Helen, FL

Montgomery Correctional Center Warehouse Expansion
Jacksonville, FL

NEI Headquarters Building
Winter Park, FL

Sherrif's District 2 Administration and Operations Complex
Flagler County, FL

St. Johns County Facilities Maintenance Headquarters
St. Johns County, FL

St. Johns County Health Department Building
St. Augustine, FL

Frank Yarizadeh, P.E., CBCP

Mechanical Engineer
Years of Experience: 32 (10 years with McVeigh & Mangum)



Education

BS, Mechanical Engineering, University of Florida
MS, Mechanical Engineering, University of Central Florida

Registration

Registered in the States of AL, CA, DE, FL, GA, KY, KS, MI, NC, PA, SC, VA, and WI.
Certified Building Commissioning Professional (CBCP)
LEED Accredited Professional

Thomas C. Nielsen, P.E., LEED AP, over thirty-five years of experience in all phases of mechanical engineering analysis and design. He is versed in design of Heating, Ventilation and Air Conditioning (HVAC), Plumbing, and Fire Sprinkler systems. His experience includes engineering mechanical systems for hospitals, nursing homes, assisted and independent living facilities, correctional facilities, educational facilities, commercial offices, and retail spaces.

Project Experience

Cape Coral Post Office
Cape Coral, FL

Clyde Atkins U.S. Courthouse
Miami, FL

GSA Tallahassee Courthouse Building
Tallahassee, FL

City of Jacksonville Fire Station #71
Jacksonville, FL

Lee County Police Academy
Fort Myers, FL

Lee County Sheriff Evidence Holding Facility
Fort Myers, FL

MCRD Parris Island Building 699 Renovation
Parris Island, SC

Police and Fire Pension Fund - Renovations
Jacksonville, FL

St. Johns County Combined Fire Station #5 and #11
St. Johns County, FL

St. Johns County Facilities Maintenance Headquarters
St. Johns County FL

St. Johns County Health Department Building
St. Augustine, FL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

Most recent jobs PQH has collaborated with PMA:

ERAU Residence Halls: Phase 1, 2 & 3
ERAU Garage, Post Office, & Security Office
Daytona State College Dormitory

Parker Mynchenberg & Associates was incorporated in 1984 by Parker Mynchenberg, P.E., R.L.A. and has served clients throughout Volusia and Flagler Counties as one of the area's leading Civil Engineering and Landscape Architecture design firms. We provide a full range of services for public and private clients including engineering services for project planning, design, permitting, bidding, and construction phase services. As a small local engineering firm, we work closely with our clients to deliver successful projects. Parker Mynchenberg & Associates currently serves clients through eight continuing services contracts including the Cities of Daytona Beach, New Smyrna, Ormond Beach, South Daytona and Volusia County School Board.

Parker Mynchenberg & Associates will provide Civil site design and Landscape Architecture services for this contract. Our Engineers, CAD Technicians and support staff have been involved in design and permitting for projects throughout Volusia and Flagler Counties. The design and permitting work completed by the company over the past 38 years has included many site plans, roadways, utilities, landscape plans and stormwater systems. These projects have been permitted by FDOT, St. Johns River Water Management District, FDEP, Volusia County and U.S. Army Corps of Engineers.

PROJECT EXPERIENCE

- Civil Site Design
- Transportation
- Roadways
- Sidewalks
- Pedestrian Crossings
- Supervisory Control and Data Acquisition (SCADA)
- Stormwater Treatment Design & Permitting
- Stormwater System Permitting
- Stormwater Modeling
- Evaluation of Existing Stormwater Systems
- Potable Water Treatment Plant Design & Permitting
- Stage II Disinfection by Product Rule Compliance Assistance
- Storage Tanks and Pump Stations
- Potable Water Wells, Upper and Lower Floridan Aquifer
- Water Reclamation Facility Design & Permitting
- Reclaimed Water Disposal Systems
- Utility Planning and CIP Development
- Instrumentation and Controls
- Bidding Public Projects
- Contract Administration
- Construction Engineering and Inspection

Parker Mynchenberg, P.E., R.L.A

Principal Engineer
Years of Experience: 42
(39 years with Parker Mynchenberg & Associates)

PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS



Education

BS, Civil Engineering, University of Central Florida, 1978

Registration

Registered Professional Engineer #32645; Registered Landscape Architect #0001553;
General Contractor #C02195; Commercial Pool Contractor #CP C048220;
Real Estate Broker #BK 0349954

Parker Mynchenberg, P.E., R.L.A, founded Parker Mynchenberg & Associates in 1984 and has served as the Principal in Charge since the firm's founding. Parker is one of the areas leading Civil Engineers with a proven track record of successful projects for public and private clients within Volusia and Flagler Counties. Parker's design and permitting experience includes hundreds of utility systems constructed within the City of Daytona Beach.

Project Experience

Beach St. Streetscape
City of Daytona Beach, FL
Redevelopment of the main thoroughfare in downtown Daytona Beach. Phase 1 of the project is complete from Orange Ave to Bay St and Parker Mynchenberg & Associates was selected for Phase 2 from Bay St. to Fairview Ave and MMB form Beach St to US-1. The Phase 1 project included roadways design, lighting, parking, sidewalks, landscaping, storm water improvements, water and sewer improvements.

Embry-Riddle Aeronautical University Welcome Center
City of Daytona Beach, FL
Design of Jim W. Henderson Administration and Welcome Center. The project consisted of a 2-story, 37,454 SF welcome center building with eight (8) covered parking stalls, 45 additional parking stalls, additional drainage, utility, ornamental pond, landscape, irrigation, and reuse improvements.

Plantation Oaks of Ormond Beach
City of Ormond Beach, FL
Senior Civil Engineer: Residential subdivision of 1,577 single family units over 1,000 acres. The water and wastewater utility systems include a regional expansion of the City's utility system. The water system includes looping of the potable water system North from US-1 along Plantation Oaks Blvd. The wastewater collection system includes eight (8) lift stations with a manifolded force main system and a master lift station.

Tomoka North
Daytona Beach, FL
Senior Civil Engineer: Commercial subdivision located north of LPGA Blvd west of Williamson Blvd. The design includes new roadways, sidewalks, stormwater, landscaping, water and sewer system improvements. The water system includes 7,700 LF of 12" PVC water main. The wastewater collection system includes 5,000 LF of gravity collections system, a portion of the development is served by and existing City lift station and the remainder is served by one (1) new lift station. The force main improvements include 8" PVC force main to tie-in to the City's 12" force main in the Williamson right-of-way. Total cost of this project is $11,200,000.

Tomoka Town Center
Daytona Beach, FL
Senior Civil Engineer: Commercial subdivision of 209 acres. The design includes new roadways, sidewalks, storm water, landscaping, water and sewer system improvements. The water system includes more than 5,400 LF of potable water main. The wastewater collection system includes the gravity collection system extensions and pump station calculations to demonstrate that the existing adjacent lift station can serve the new development. Total cost of this project is $12,000,000.

Embry Riddle Aeronautical University Student Union
Daytona Beach, FL
Senior Civil Engineer: Design of a 4-story, 178,077 SF student union with associated water, sewer, paving, drainage, landscape, irrigation, hardscape and lighting improvements. Total cost of this project is $30,000,000.

Kevin Lee, P.E.

Project Engineer
Years of Experience: 14

PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS



Education

BS, Environmental Engineering, University of Florida, 2005
ME, Environmental Engineering, University of Florida, 2006

Registration

Registered Professional Engineer #71501

Kevin Lee, P.E., serves as a project engineer for Parker Mynchenberg & Associates, his duties include project management and technical engineering on site designs, water and wastewater utility projects. His experience ranges from planning, evaluation studies, conceptual design, permitting, design, construction administration and inspection. Kevin has been the engineer of record for hundreds projects throughout Volusia, Flagler and Brevard Counties.

Project Experience

McDonald Road Sidewalk

City of Port Orange, FL

Sidewalk improvements along a City of Port Orange roadway to improve pedestrian safety around Sugar Mill Elementary School. The project was FDOT LAP funded and included sidewalk, roadway, stormwater and a rapid flashing beacon crosswalk. Kevin was the project manager for the construction phase services including grant compliance.

Victoria Gardens Sidewalk

City of Port Orange, FL

Sidewalk improvements along a City of Port Orange roadway to improve pedestrian safety around Sweetwater Elementary School. The project was FDOT LAP funded and included sidewalk, roadway and stormwater improvements. Kevin was the project manager for the construction phase services including grant compliance.

LPGA Gray Hawk Unit II

City of Daytona Beach, FL

Residential subdivision including 44 single family lots on approximately 20 acres. The design includes roadway, stormwater and utilities. The stormwater system includes conveyance and treatment in a dry retention pond system. The system discharges to an adjacent wetland and the ultimate receiving waterbody is the Tomoka River.

East Thomas Street

City of Edgewater, FL

The project included rework of an existing residential area to add paved roads, gravity sewer and stormwater improvements. The project is within the Indian River north watershed and was partially funded by a SJRWMD cost share grant for nutrient removal. The stormwater system included dry retention and exfiltration trench for treatment. The septic tank elimination and stormwater improvements reduced loading to the Indian River Lagoon by approximately 1,498 pounds per year total nitrogen and 257 pounds per year total phosphorus.

Ken Bern Reclaimed Water Augmentation

City of Port Orange, FL

Senior Civil Engineer: Commercial subdivision of 209 acres. The design includes new roadways, sidewalks, storm water, landscaping, water and sewer system improvements. The water system includes more than 5,400 LF of potable water main. The wastewater collection system includes the gravity collection system extensions and pump station calculations to demonstrate that the existing adjacent lift station can serve the new development. Total cost of this project is $12,000,000.

Embry Riddle Aeronautical University Student Union

Daytona Beach, FL

This project included stormwater harvesting and treatment to augment the City's reclaimed water supply. The project consisted of an intake screen structure, withdrawal pumps, stormwater force main and treatment system for TSS removal. The project was partially funded by an FDEP 319h grant. The professional services scope included grant application assistance, design, permitting, bidding, construction administration, inspection, QAPP report and on-site monitoring for grant compliance.

Steve Buswell, P.E., R.L.A

Senior Project Engineer
Years of Experience: 26

PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS



Education

BS, Environmental Engineering, University of Florida, 1994
ME, Environmental Engineering, University of Florida, 1995

Registration

Professional Engineer #53985
Registered Landscape Architect #6667011

Steve Buswell, P.E., R.L.A, is a Professional Engineer and Registered Landscape Architect specializing in land development and utility design. Steve's responsibilities include project management, technical design and permitting for public and private clients. Steve excels at administration of municipal projects including bidding services, construction administration and closeout document coordination. Steve specializes in permitting and stormwater modeling, having designed and permitted hundreds of stormwater treatment systems within the City of Daytona Beach.

Project Experience

Osprey Pointe Apartments

City of Port Orange, FL

Design of a 360 unit multifamily project with clubhouse. The site design included roadway, stormwater, utilities and landscape architecture. The stormwater treatment system meets nutrient removal criteria through dry retention ponds and wet detention ponds designed in series. The ultimate receiving waterbody is Spruce Creek; therefore, the OFW design standards were utilized for this stormwater system.

Plantation Oaks of Ormond Beach

City of Ormond Beach, FL

Residential subdivision of 1,577 single family units over 1,000 acres. The water and wastewater utility systems include a regional expansion of the City's utility system. The water system includes looping of the potable water system North from US-1 along Plantation Oaks Blvd. The wastewater collection system includes eight (8) lift stations with a manifolded force main system and a master lift station.

Napier Apartments

City of Daytona Beach, FL

Design of a 260 unit multifamily project. The project includes two phases, totaling 19 apartment buildings and associated site improvements. The stormwater treatment system includes conveyance and treatment of the stormwater as a single post development basin. The stormwater treatment method is wet detention and the ultimate receiving waterbody is the Tomoka River. Therefore, the OFW criteria was used during the treatment system design.

Tomoka Town Center

Daytona Beach, FL

Commercial subdivision of 209 acres. The design includes new roadways, sidewalks, storm water, landscaping, water and sewer system improvements. The water system includes more than 5,400 LF of potable water main. The wastewater collection system includes the gravity collection system extensions and pump station calculations to demonstrate that the existing adjacent lift station can serve the new development. Total cost of this project is $12,000,000.

First Step Shelter

City of Daytona Beach, FL

Steve completed the site design, permitting and construction phase services for the First Step Shelter. The total acreage of the development is 10.34 acres. The stormwater system design and modeling includes three (3) drainage basins, including compensatory storage. The treatment includes one dry pretreatment pond and one wet detention pond to meet nutrient removal requirements.

D. Grant experience: Provide a list of grant applications previously applied for other clients and three that were successfully awarded.

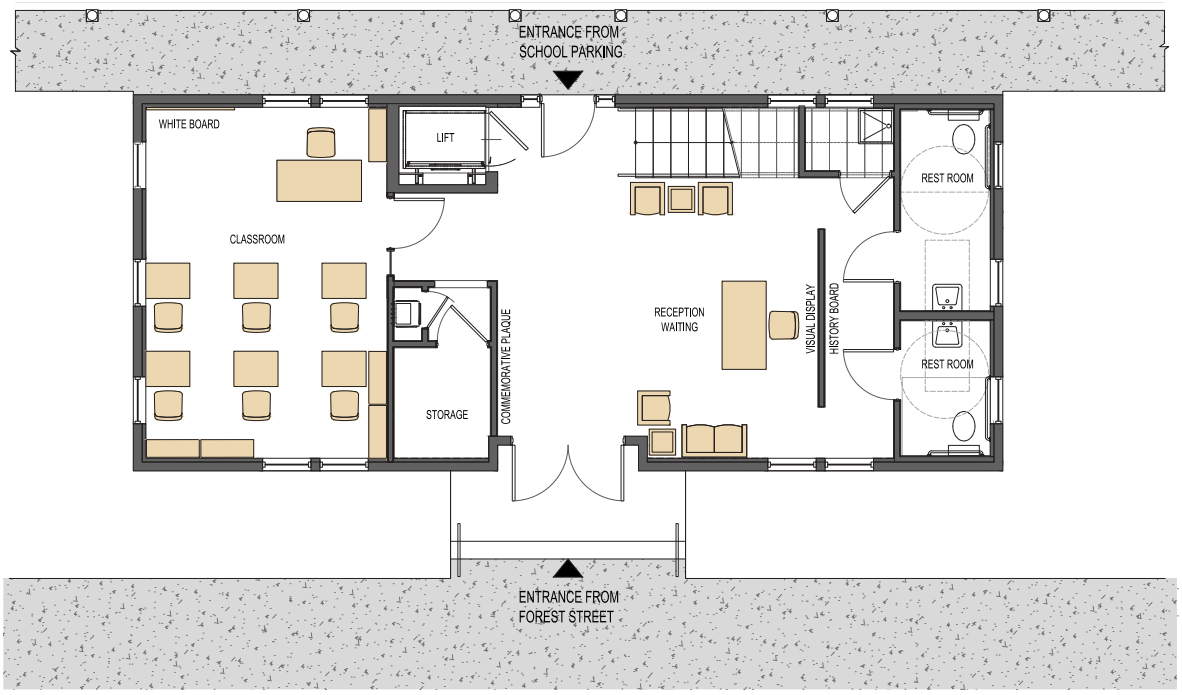
The Owner, John Rood of Vestcor Companies applied for a grant for an outparcel building. The Outparcel would be built on the North West corner of Jacksonville Classical Academy's Campus. PQH provided plans and renderings for the grant application.



PERSPECTIVE

Mary McLeod Bethune, Resource Center
FOREST ST, JACKSONVILLE, FL. 32204

PQH GROUP
11.17.2021



VI.D

PROJECT APPROACH /MANAGEMENT

A-PROJECT APPROACH



COMMUNICATION

The most important aspect of our Design Approach and Management is communication. We believe that our best Projects are those where the client's needs and aspirations are translated into a built reality in the form of Architecture. Our primary tasks are to listen and understand the Owner's and User's needs. Applying our knowledge, experience and understanding of Design are the tools we bring to the Owner to interpret their program and to realize the vision of what the project should look like.

INFORMATION GATHERING & PROGRAMMING

Our Design Process begins by listening to the Owner's Staff and Stakeholders goals and objectives, it is followed by assisting the Owner in quantifying and analyzing their program needs. After the Program Analysis is completed, we evaluate the Budget Parameters and verify that the Project Funding is in line with the Programmatic Requirements and Aesthetic Objectives for the project. Throughout this interactive process, PQH is continuously exchanging input and feedback with the Owner to confirm the scope parameters for the Project.

EXISTING FACILITY EVALUATIONS WHEN REQUIRED

PQH has extensive experience in feasibility assessment of existing buildings including projects with historic significance. A sampling of projects in the last 5 years where feasibility evaluations of the building and site were required include the following:

- SJC - Courthouse Renovation
- SJC - Medical Examiner
- SJC - Maintenance and Warehouse Expansion
- SJC - Cart Storage and Clubhouse
- JEA -Interior Program Changes and Renovations, Multiple Projects
- FSCJ - Dental Training Program
- JEA -Interior Program Changes and Renovations, Multiple Projects

SITE ANALYSIS

Site Analysis can be a critical part of the evaluation process that helps define the parameters of a project. It entails weighting the natural features of a site against the program requirements for the project and finding the proper balance between preserving and protecting the ecosystem while meeting the goals and objectives for the desired building program. Site Analysis and Evaluation are comprised of two main elements, The Natural Environment and the Built Environment.

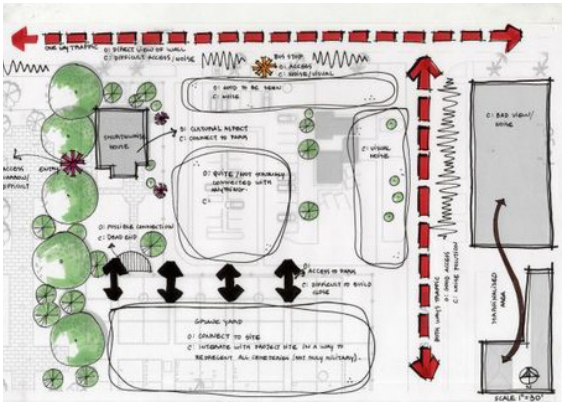
Natural Site Elements Include:

- Topography
- Tree Coverage
- Wetlands
- Site Orientation
- Existing Surrounding Ecosystem
- Views & Amenities

Built Environment Elements Include:

- Roads & Sidewalks
- Utilities
- Existing Surrounding Buildings and Context

A well thought out site analysis blends maximizing the potential development of the site with conservation of Natural Resources in a cost effective way that is complementary with the Existing Ecosystem.



CONCEPTUAL DESIGN REVIEWS AND OWNER INPUT

Based on the Owners overall program and objectives, a series of Conceptual Design ideas are presented for review and consideration. From these conceptual ideas a preferred concept is selected for evaluation and development. The process of developing and refining the concept is the most important aspect of this phase of the project. Once the concept is determined it becomes the catalyst for all other design decisions, much like DNA in the development of life.

PRELIMINARY DESIGN AND OWNER REVIEW

The Design Team articulates the selected concept into an Architectural Building envelope. The Floor plan is shaped to reflect the program needs and spatial adjacencies. The building volume is shaped along with its Aesthetic Character. During this process, the Owner has the opportunity to review the architectural components of the building and provide input with regards to the program functions and spatial relationships. In addition, the exterior character studies are discussed in an ongoing basis to assure that the Aesthetic Character and Branding of the exterior are in line with the Owner's objectives and aspirations.

CONSTRUCTION DOCUMENTS



Once system selections are made and materials are selected, the final component is developing a comprehensive set of documents that coordinates all building elements into a cohesive design. This process entails strict coordination between engineering disciplines to ensure build-ability and adherence to the project budget. The Owner is provided with updated plans at 60%, 90% and 100% to review for overall layout and provide specific input in detail areas such as millwork design, location of communication and power outlets, specialty aspects such as audio visual, lighting and stage requirements.

As part of this phase, a binder of product cut sheets, including lighting and plumbing fixtures and other specialty items are prepared to allow the Owner to review for appropriateness and aesthetic compatibility with the overall concept and budget parameters. The goal of this phase is to produce a set of documents that depict the Owner's vision in a concrete, tangible way that allows for permitting and bidding the project and ultimately constructing a building that correlates with the Owner's vision and objectives.

POST CONSTRUCTION PHASE

These services usually start after substantial completion has been achieved; however, in many situations where the Owner needs to occupy parts of the facility as they become available (Beneficial Occupancy) this post construction period may spare various phases of construction. The usual tasks include:

- Punch List Preparation
- Assistance with Occupancy and Start Up
- Assistance with Guaranteed Performance Issues
- Maintenance, Warranty and Operating Personnel Program
- Assembling all Close-out Documentation
- Final Completion Inspections
- Assistance with Warranty Period Issues
- One year Warranty Inspection

QUALITY CONTROL CHECKLIST REPORT

Prepared by our Construction Administrator to monitor and report field activities - including:

- Review of specified project submittals/shop drawing for general conformance
- Site observation visits and reports during construction, on a weekly or as-needed basis
- Compliance with schedule and other general conditions
- Review of contractor's requests for information
- Review of contractor's applications for payment per the schedule of values
- Prepare Punchlist
- Final inspection

CONTRACT ADMINISTRATION

Our office is committed to each project from design through construction. We have a full-time Construction Administrator (CA) who constantly monitors all construction activities by making periodic visits to the job site, writing reports and answering questions. The CA process for this project will be headed by Roger Chastain. He is a registered general contractor with over 30 years of industry experience. Our CA Team will work with the A/E design and document production team in the areas of systems applicability/selection, constructibility, value management, cost control and schedule management. The CA Team will monitor the A/E's opinion of probable cost throughout the design process.



PQH's Design and CA Team will be involved with this project from inception through its completion by performing constructibility reviews of working design documents as well as cost monitoring. In addition, the Team will oversee that the project is completed on time and within budget will also assist in preparing that pertinent quality control measures are followed, and meet overall Project Goals.

B. SCHEDULE MANAGEMENT

PQH is accustomed to working in a fast pace environment where clients have time frame expectations that need to be met. A relevant example is the design and construction of Jacksonville Classical Academy; A K-12 school with close to 90,000 SF designed in the span of 5 months and built in less than 11 months in time for the start of the 2020 school year.

PQH also monitors construction progress against the proposed schedule to ensure the project is progressing at the proper pace and to assist the contractor in identifying areas that may need to be addressed in order to make up for any delays encountered.

Other examples include Residential Hall facilities which have a tight Delivery Time Frame in order to open in time for the school year, as represented in the chart below.

PROJECT	DESIGN TIME FRAME	CONSTRUCTION TIMELINE
Jacksonville Classical Academy	5	11
North Florida School For Special Education	6	10
Florida Polytechnic University Dorms Phase 1	3	8
Florida Polytechnic University Dorms Phase 2	5	11
ERAU Daytona Phase 1	6	12
ERAU Daytona Phase 2	7	14
ERAU Prescott	5	11

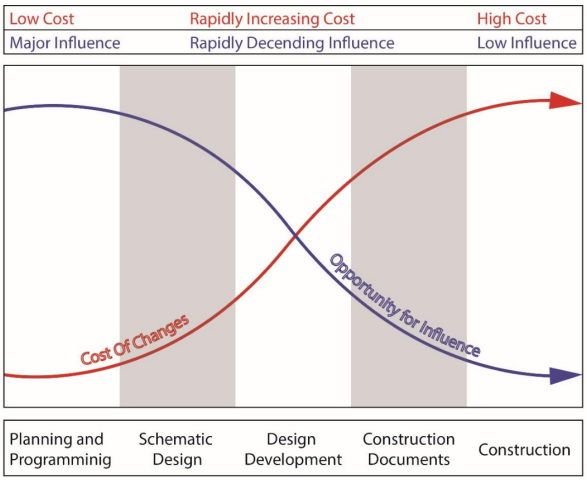
C. BUDGET AND COST CONTROL

PQH has earned a reputation for being committed stewards of our client's budget. During all stages of design, PQH Construction Estimating Staff prepares an Opinion of Probable Cost (OPC), starting with conceptual design and through all stages of the Construction Document phase. During each stage, we work with our valued clients to fine tune the project scope and update the OPC to align within the budget in order to provide maximum scope of work with optimum dollar expenditures.
Our Team brings together the benefits of an in-house contractor that is continuously pricing projects, is up to date on building construction materials, labor market prices, and has access to sub-contractor pricing as well as an Architect that has experience in Construction Management and Design Built Delivery Methods. This allows for us to be conscious of cost implications, which we consider an integral part of the design process.

During the Design Phases, our team works closely together to identify Materials and Systems in the context of the design intent, initial cost, durability, maintenance and life cycle cost implications for the project. Products and systems are evaluated and sorted out in relation to cost and applicable design criteria. That information is then discussed with the client to get their input and preference. This process allows the client the opportunity to be informed and participate in the decision making and cost control process. Once an initial budget is set after schematic design, it gets reviewed and adjusted after each phase of design for any design modifications or changes in scope.
During the Design Process, our Team is also able to provide cost information for alternative materials and systems for the client to consider. As well as evaluate the design options for alternates and additional building program areas. Our goal is to create an efficient and productive process for the creation of affordable projects.



BUDGET AND COST FORECASTING



Budgeting and Cost Estimating/ Opinion of Probable Cost are a critical component of our designs.
Budgeting and cost estimating are intended to provide a basis upon which evaluations of the Project criteria are evaluated against the Owner's overall Project budget. Our experience has allowed us to recognize the importance for including proper contingencies for design, bidding, construction phase, and price escalation with the owner.

PRELIMINARY ESTIMATE

When Project Criteria requirements have been sufficiently identified, PQH prepares a preliminary estimate of the overall Project cost and the Anticipated Cost for Construction.

UPDATED ESTIMATE

As the Project Criteria requirements become more clearly articulated, PQH updates and refines the preliminary estimate of probable cost for the overall Project and the Cost of the Work.

ADVISE ON ADJUSTMENTS TO PREVIOUS ESTIMATES

PQH is proactive in the process to advise the Owner of any adjustments to previous estimates of overall Project cost based on changes and refinements in Project requirements or general market conditions.

D. WHY IS PQH A GOOD FIT FOR THIS PROJECT

PQH has a long history of working in "Continuing Professional Architectural Services" our experience spans multiple clients and overr 20 years of services incluyding several renewal contracts with Agencies and Muncipalities. PQH takes pride in the fact that most of our clients chose to renew our Continuing Service Contracts over and over, including the following Agencies:

ST. JOHNS COUNTY FLORIDA

+20 Years
5 Contracts

Samples of projects include:

- Medical Examiner's Office
- Landrum Senior Center
- Administration Building
- Health Center
- Library Feasibility Study
- Utility Warehouse Expansion
- Fire Station #5,9, 11, 18
- Department of Veteran Affairs
- Courthouse Renovations, Phase 1 & 2

UNF

+9 Years
3 Contracts

Samples of projects include:

- Build 8/Osprey Hall Dormitory Build-Out
- Recreation Center Remodel
- Tennis Complex New Construction
- Baseball Stadium Study
- Student Life Center/Cafeteria Reno

JEA

+9 Years
3 Contracts

Samples of projects include:

- Waterworks Building
- Sun beam Crew Station
- Randall Substation
- Visitors Center
- JUTC Training Center Design Criteria Package
- Southside Service Center Design Criteria Package

UNITED STATES POSTAL SERVICE

+15 Years
5 Contracts

Samples of projects include:

- Melbourne Station
- Cocoa Branch
- Palm Coast Branch
- Daytona Beach Lobby Reno
- Ocala Lobby Reno
- Pottsburg Station Post Office
- Lake Jackson Station

FDOT

+16 Years
4 Contracts

Samples of projects include:

- District Office CADD Room Renovation
- Ellis Rd. Office/Training Renovation
- Ellis Rd. Bridge Drivers Building
- Jacksonville Urban Office
- District II Server room Upgrade

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Ricardo Quiñones, AIA, LEED AP BD+C, President
(Print Individual's Name and Title)
for PQH Group Design, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Architecture / Interior Design Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-2933964

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 14 day of February, 2021. 22

Personally known X

Kiersten L Lewis
(Notary)

OR produced identification _____

Notary Public State of FL

_____
(Type of Identification)

My commission expires: 2-3-26

KIERSTEN L. LEWIS
Commission # HH 183966
Expires February 3, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VI.E

REFERENCES- PAST & PRESENT

PAST

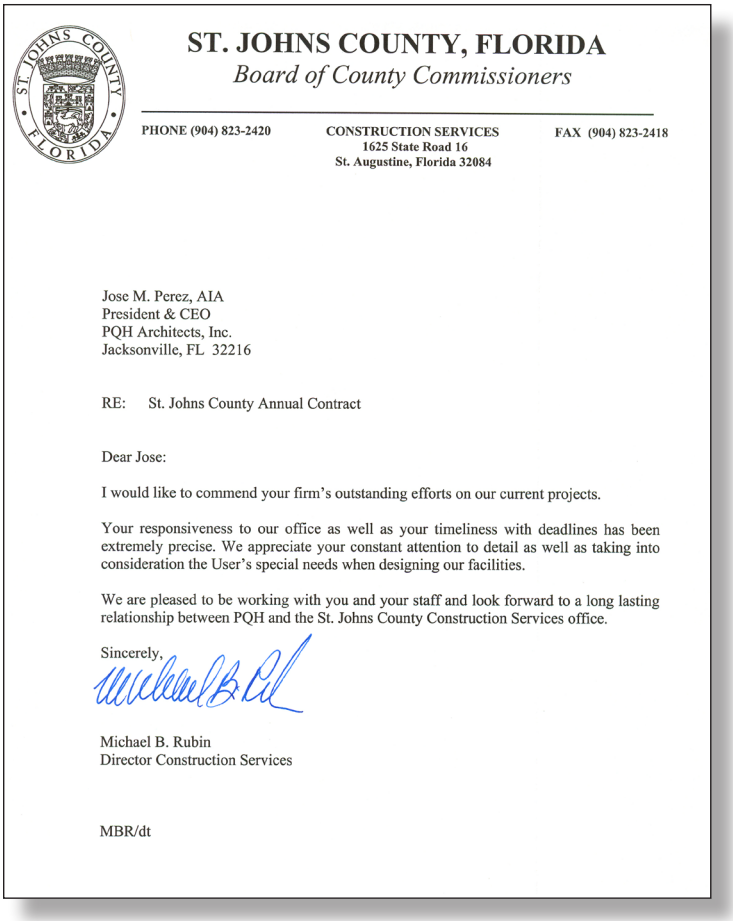
St. Johns County Continued Services Contract

A. Phyllis Thorpe
B. 904-209-0193
pthorpe@sjcfl.us
C. 2007-Present
D. PQH has completed +25 projects for St. Johns County. A few from the past include: County Administration Building, County Health Department, Medical Examiners Office, Rivertown Baseball Stadium, and +6 Fire Stations

PAST

Florida Department of Transportation (FDOT) Continued Services Contract

A. John McCarthy
B. 386-961-7256
john.mccarthy@dot.state.fl.us
C. 2003-2012
D. PQH has completed +10 projects for the FDOT. A few from the past include: District Office CADD room Renovation, Ellis Rd. Office Renovation, Ellis Rd. Bridge Diver's Building, and Jacksonville Urban Office.



ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

PHONE (904) 823-2420 | CONSTRUCTION SERVICES 1625 State Road 16 St. Augustine, Florida 32084 | FAX (904) 823-2418

Jose M. Perez, AIA
President & CEO
PQH Architects, Inc.
Jacksonville, FL 32216

RE: St. Johns County Annual Contract

Dear Jose:

I would like to commend your firm's outstanding efforts on our current projects.

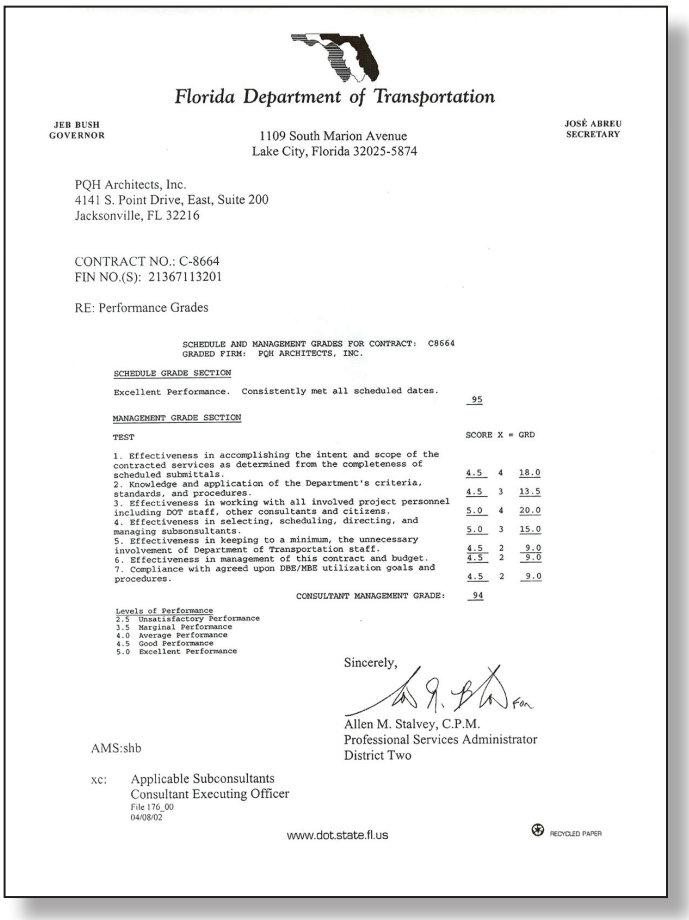
Your responsiveness to our office as well as your timeliness with deadlines has been extremely precise. We appreciate your constant attention to detail as well as taking into consideration the User's special needs when designing our facilities.

We are pleased to be working with you and your staff and look forward to a long lasting relationship between PQH and the St. Johns County Construction Services office.

Sincerely,

Michael B. Rubin
Director Construction Services

MBR/dt



Florida Department of Transportation

JEB BUSH
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

JOSÉ ABREU
SECRETARY

PQH Architects, Inc.
4141 S. Point Drive, East, Suite 200
Jacksonville, FL 32216

CONTRACT NO.: C-8664
FIN NO.(S): 21367113201

RE: Performance Grades

SCHEDULE AND MANAGEMENT GRADES FOR CONTRACT: C8664
GRADED FIRM: PQH ARCHITECTS, INC.

SCHEDULE GRADE SECTION

Excellent Performance. Consistently met all scheduled dates. 95

MANAGEMENT GRADE SECTION

TEST			SCORE X = GRD
1. Effectiveness in accomplishing the intent and scope of the contracted services as determined from the completeness of scheduled submittals.	4.5	4	18.0
2. Knowledge and application of the Department's criteria, standards, and procedures.	4.5	3	13.5
3. Effectiveness in working with all involved project personnel including DOT staff, other consultants and citizens.	5.0	4	20.0
4. Effectiveness in selecting, scheduling, directing, and managing subconsultants.	5.0	3	15.0
5. Effectiveness in keeping to a minimum, the unnecessary involvement of Department of Transportation staff.	4.5	2	9.0
6. Effectiveness in management of this contract and budget.	4.5	2	9.0
7. Compliance with agreed upon DBE/MBE utilization goals and procedures.	4.5	2	9.0

CONSULTANT MANAGEMENT GRADE: 94

Levels of Performance
2.5 Unsatisfactory Performance
3.5 Marginal Performance
4.0 Average Performance
4.5 Good Performance
5.0 Excellent Performance

Sincerely,

Allen M. Stalvey, C.P.M.
Professional Services Administrator
District Two

AMS:shb

xc: Applicable Subconsultants
Consultant Executing Officer
File 176_00
04/08/02

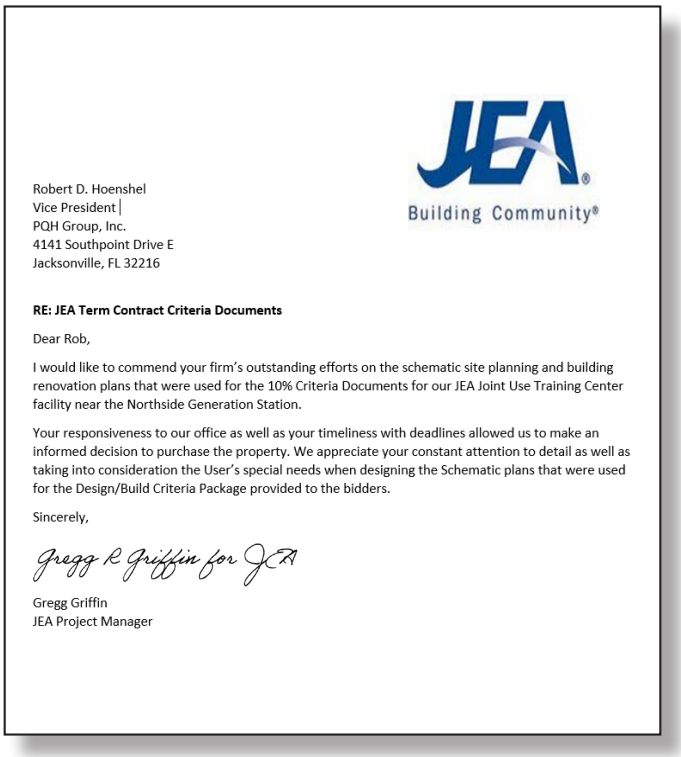
www.dot.state.fl.us

RECYCLED PAPER

PRESENT

JEA Continued Services Contract: 1999-Present

A. Jennifer Bacmeister, PMP
B. 904-665-4656
stokjl@jea.com
C. 1999-Present
D. PQH has completed +25 projects for JEA. A few from the past include: Waterworks Building & Museum, Sun Beam Crew Station, Randall Substation, Branch Office Renovations, and Downtown Service Center.



Robert D. Hoenshel
Vice President
PQH Group, Inc.
4141 Southpoint Drive E
Jacksonville, FL 32216

RE: JEA Term Contract Criteria Documents

Dear Rob,

I would like to commend your firm's outstanding efforts on the schematic site planning and building renovation plans that were used for the 10% Criteria Documents for our JEA Joint Use Training Center facility near the Northside Generation Station.

Your responsiveness to our office as well as your timeliness with deadlines allowed us to make an informed decision to purchase the property. We appreciate your constant attention to detail as well as taking into consideration the User's special needs when designing the Schematic plans that were used for the Design/Build Criteria Package provided to the bidders.

Sincerely,

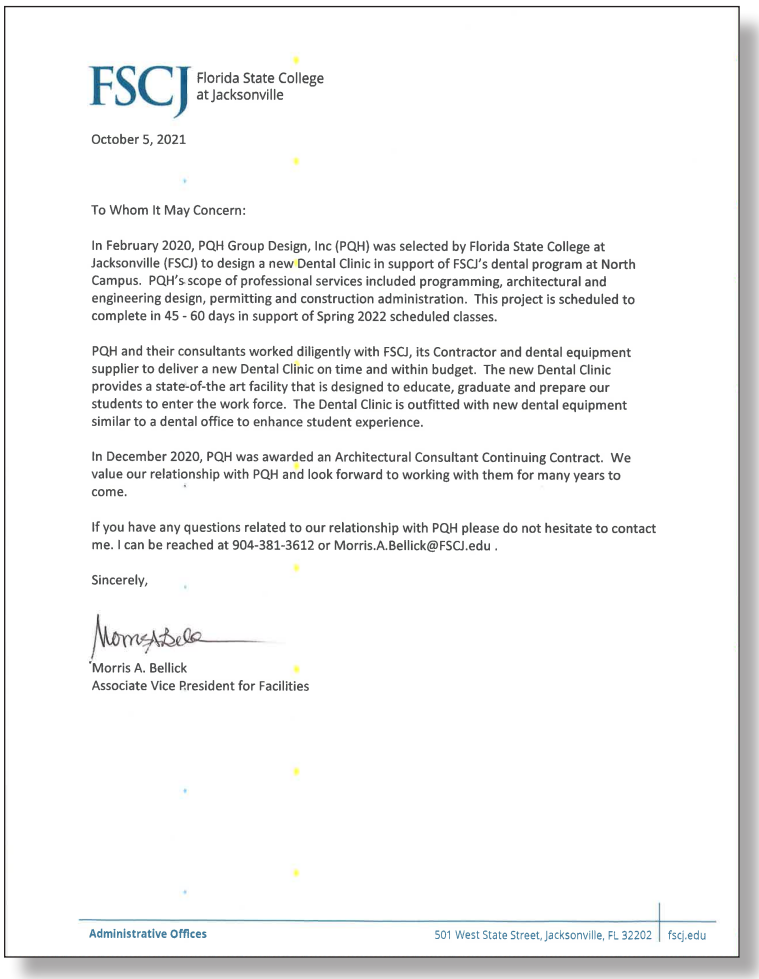
Gregg R Griffin for JEA

Gregg Griffin
JEA Project Manager

PRESENT

Florida State College of Jacksonville (FSCJ) Continued Services Contract

A. Morris A. Bellick
B. 904-381-3612
morris.a.bellick@fscj.edu
C. 2020-Present
D. Currently PQH is completing the construction of the FSCJ North Campus Dental Program Renovation. PQH has also been assigned to complete the FSCJ College-wide Master Planning



FSCJ Florida State College at Jacksonville

October 5, 2021

To Whom It May Concern:

In February 2020, PQH Group Design, Inc (PQH) was selected by Florida State College at Jacksonville (FSCJ) to design a new Dental Clinic in support of FSCJ's dental program at North Campus. PQH's scope of professional services included programming, architectural and engineering design, permitting and construction administration. This project is scheduled to complete in 45 - 60 days in support of Spring 2022 scheduled classes.

PQH and their consultants worked diligently with FSCJ, its Contractor and dental equipment supplier to deliver a new Dental Clinic on time and within budget. The new Dental Clinic provides a state-of-the art facility that is designed to educate, graduate and prepare our students to enter the work force. The Dental Clinic is outfitted with new dental equipment similar to a dental office to enhance student experience.

In December 2020, PQH was awarded an Architectural Consultant Continuing Contract. We value our relationship with PQH and look forward to working with them for many years to come.

If you have any questions related to our relationship with PQH please do not hesitate to contact me. I can be reached at 904-381-3612 or Morris.A.Bellick@FSCJ.edu .

Sincerely,

Morris A. Bellick
Associate Vice President for Facilities

Administrative Offices 501 West State Street, Jacksonville, FL 32202 | fscj.edu

PRESENT

St. Johns County Continued Services Contract

A. Jason McKay
B. (904) 209-0192
jmckay@sjcfl.us
C. 2007-Present;
Contract was just renewed for another term.
D. PQH has completed +25 projects for St. Johns County. Some recent projects include: Golf Clubhouse and Cart Barn, Pole Barn, Library Feasibility Study, and Medical Examiner Office Modifications

OTHER REFERENCES

PQH is proud to have 80% of our business coming from happy repeat clients. Listed below is a list of recent clients we have completed 3+ projects for in the last 15 years.

COJ Fire Station

Design Build Contract with Stellar
Maria Williams/COJ
214 N. Hogan Street - 10th Floor
Jacksonville, FL 32202
904-255-8789
MariaCW@coj.net





St. Johns County Continuing Services

St. Johns County Public Works
Jason McKay
2750 Industry Center Road
St. Augustine, Florida 32084
(904) 209-0192
jmckay@sjcfl.us

Embry Riddle Aeronautical University- Multiple Projects

Rodney Cruise
600 S. Clyde Morris Blvd.
Daytona Beach, FL 32114
386-236-7303
rodney.cruise@erau.com





Flagler College- Multiple Projects

David Carson
74 King Street
St. Augustine, Florida 32084
904-819-6476
dcarson@flagler.edu

Jacksonville University- Multiple Projects

Jessica Ligator, PMP
2800 University Blvd. North
Jacksonville, Florida 32211
904-256-7671
jligator@ju.edu



DRUG-FREE WORKPLACE CERTIFICATION

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
(2) The employer's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Consultants of convicted employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Place of performance (street address, city, county, state, zip code)

4141 Southpoint Drive East Suite 200

Jacksonville, Duval County, FL 32216

Check [ ] if there are workplaces on file that are not identified here.

As a duly authorized representative of the Firm, I hereby certify that the Firm will comply with the above certifications.

PQH Group Design,Inc.

Firm Name

Ricardo Quiñones, AIA, LEED AP BD+C
President

Printed Name and Title of Authorized Representative

Signature

02/14/2022

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DRUG-FREE WORKPLACE CERTIFICATION

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(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace.
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(3) Any available drug counseling, rehabilitation, and employee assistance programs, and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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(1) Abide by the terms of the statement; and

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4141 Southpoint Drive East Suite 200

Jacksonville, Duval County, FL 32216

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PQH Group Design,Inc.

Firm Name

Ricardo Quiñones, AIA, LEED AP BD+C
President

Printed Name and Title of Authorized Representative

Signature

02/14/2022

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Potential Conflict of Interest

Not applicable for PQH Group Design, Inc.

Portal would not let us submit without uploading a document.

Thanks,

Ellie Cook – PQH Group Design Marketing Coordinator

RFQ 10-22-ENG: CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Revised Addendum 1: February 2, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum 1** to RFQ 10-22-ENG, Continuing Professional Architectural Services, released on January 15, 2022.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted RFQ documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum **impacts all vendors interested in submitting proposals for this solicitation.**

The Bid opening remains February 14, 2022 at 3:00 PM.

VENDOR QUESTIONS:

1. Can the City provide a list of Capital Improvement Projects that they anticipate being performed under this professional services agreement?

   Answer: At this time a list of capital improvement projects is not readily available

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1 shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by:
Ricardo Quiñones,
AIA, LEED AP BD+C

Proposer Signature

PQH Group Design, Inc.

Firm Name

ADDENDUM 1

VENDOR INFORMATION

BID #:	RFQ 10-22-ENG
BID TITLE:	CONTINUING PROFESSIONAL ARCHITECTURAL SERVICES

Respondent Information	
Company Name: PQH Group Design, Inc.	Federal Employer Identification Number or SS Number: 47-2933964 DUN Number: 06 5092322
Mailing Address 4141 Southpoint Dr E # 200	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Jacksonville, Florida 32216	Incorporated in the State of: Florida
Corporate Address: 4141 Souhtpoint Dr E # 200	What kind of business: ("For Profit") or "Not for Profit"
	Is Firm in good standing: (Yes) or No
City, State, Zip Code Jacksonville, Florida 32216	Authorized to transact business in Florida (Yes) or No
Telephone No. 904-224-0001	State of Florida Department of State Certificate of Authority Document No: P1 5000006223
Email Address: quinonesr@pqh.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Ricardo Quiñones, AIA, LEED AP BD+C
Vice President: Jose Perez, AIA, CGC
Secretary: Aldo Minozzi, AIA
Treasurer: Frank M. Ringhofer, Jr., AIA, LEED®AP BD+C
Other: _____
Other: Chris Kaye, AIA IIDA, NCARB

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Ricardo Quiñones
Printed Name

Title: President

Date: 02/14/2022

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PQH Group Design, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4141 Southpoint Drive East, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32216

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 7 - 2 9 3 3 9 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 2-3-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

2011

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: 02/14/2022

VENDOR NAME: PQH Group Design, Inc.

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Architect / Interior Deisgn

DEPARTMENT:

PREPARED BY: Ricardo Quiñones, AIA, LEED AP BD + C

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
4141 Southpoint Drive East	4141 Southpoint Drive East	4141 Southpoint Dr E
ADDRESS	ADDRESS	ADDRESS
Suite 200	Suite 200	Suite 200
Jacksonville, FL	Jacksonville, FL	Jacksonville, FL
CITY/STATE	CITY/STATE	CITY/STATE
32216	32216	32216
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Ricardo Quiñones, AIA, LEED AP BD + C

E-MAIL: quinonesr@pqh.com

OFFICE PHONE: 904-224-0001

FAX: 904-224-0023

MOBILE PHONE: N/A

FEDERAL TAX ID#: 47-2933964

DUNS Number: 06 5092322

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE AWARD BARRACUDA BOULEVARD ROADWAY ENHANCEMENT PROJECT CONTRACT TO HALIFAX PAVING, INC.

May 27, 2025

Background:

As part of the roadway enhancement project along Barracuda Boulevard from the North Causeway to Middle Way the upgrades were on hold until the bridge replacement project was complete. With the bridge project finalized and open to both vehicular and pedestrian traffic the City advertised the Barracuda Boulevard Roadway enhancement project to address an array of concerns pertaining to drainage related issues (standing water for extended periods of time), pavement condition and profile, traffic management with access and temporary parking provided for the adjacent businesses as well as water quality and landscape improvements for the area.

Findings:

The project was advertised March 13th and bids were opened April 21st with a total of six (6) contractors submitting proposals indicating a good response and competitive prices.

Halifax Paving submitted the lowest bid at $300,556.00 which was significantly lower than the second bid (Note: Usually the lowest couple of bids are within 10% of each other) so the consultant did some follow up to make sure the entire scope of work was understood and provided the attached recommendation.

Staff has worked with Halifax Paving in the past including the Airport, Maintenance Operations and Engineering so are confident they have the ability to provide the necessary equipment and manpower for the required level of workmanship. As such staff recommends awarding the contract to Halifax Paving, Inc. in the amount of $300,556.00.

Fiscal Analysis:

With the bids coming in lower than anticipated there are sufficient funds in account #302.54101.563203.22BAR to support the project cost.

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

1 ITB 07-25-CIP Barracuda Blvd. Roadway Enhancement w attachments.pdf
2 Bid Tabulation.pdf
3 Bid Proposal - Halifax.pdf

4 Recommendation of Award.pdf
Signed - Barracuda Blvd Roadway Enhancement Contract.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

ITB 07-25-CIP

BARRACUDA BOULEVARD ROADWAY ENHANCEMENT

RELEASE DATE: March 13, 2025
DEADLINE FOR QUESTIONS: April 8, 2025
RESPONSE DEADLINE: April 17, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

ITB 07-25-CIP

Barracuda Boulevard Roadway Enhancement

I. Introduction .....
II. General Definitions .....
III. General Information .....
IV. Project Specific .....
V. Total Bid Proposal .....
VI. Terms and Conditions .....
VII. Insurance Requirements .....
VIII. Contractor Specific .....
IX. Required Responses .....

Attachments:

A - Public Records
B - Draft Contract
C - Required Documentation and City Forms
D - Bond Forms
E - Revised Bid Set Barracuda Blvd Revision 1
F - Barracuda Blvd Enhancement Project - Construction Duration
G - Barracuda Blvd Enhancement Project - Specification
H - Barracuda Blvd Enhancement Project - Median Irrigation Plan
I - Barracuda Blvd Enhancement Project - Median Plantings Plan
J - Geotech - G22085 Permeability Report DSS 07-18-22

I. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety (90) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

I.A Summary

The City of New Smyrna Beach is seeking sealed bids from qualified and licensed Contractors for the Barracuda Boulevard Roadway Enhancement. Barracuda Boulevard is a two-lane bi-directional roadway maintained by the city. Additional information is provided in Section IV of this document.

All required documents shall be completed and submitted through the City's eProcurement Portal.

I.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City

Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

I.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

I.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	March 13, 2025
Pre-Bid Meeting (Non-Mandatory)	March 27, 2025, 11:00am Teams Meeting: A link to join the meeting is provided in Section III.BB, of this document, or dial in by phone: 786-636-1338, Phone conference ID: 792 079 932#
Deadline for Written Questions	April 8, 2025, 5:00pm
Bid Due Date	April 17, 2025, 5:00pm
Bid Opening	April 18, 2025, 9:00am Teams Meeting: A link to join the meeting is provided in Section III.E or dial in by phone: 786-636-1338 Phone conference ID: 784 766 635#
Recommendation to the Commission	May 13, 2025

II. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

II.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer, Kyle Fegley or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

III. General Information

III.A Acceptance of Conditions

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

III.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

III.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

III.E Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. No discussion of the proposals will occur at this time. It is important to note that this is public meeting, and the meeting will be recorded.

Click on the link to join the meeting: Join the meeting

Meeting id: 288-111 348 12

or dial in by phone: 786-636-1338. Phone ID: 784 766 635#

Bidders may also contact the City's Purchasing Agent to obtain information to view the live bid opening.

III.F Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

III.G City's Rights

The Owner reserves the unqualified right, in the Owner’s sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner’s sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City’s best interest.

III.H Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a

Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

III.I Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

III.J Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

III.K Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff, and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

III.L Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

III.M Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid

including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

III.N Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

III.O Due Date

Electronic bids shall be received prior to 5:00 pm on Thursday, April 17, 2025 via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

III.P Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

III.Q Federal and State Tax

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.R Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

III.S Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.T Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Tuesday, April 8, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

III.U Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

III.V Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.W Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

III.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

III.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.Z On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.AA Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

III.BB Pre-Bid Meeting

There will be a virtual non-mandatory pre-bid meeting for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline.

Click on the link to join the meeting: Join the meeting

or dial in by phone: 786-636-1338. Phone ID: 792 079 932#

Bidders may also contact the City's Purchasing Agent to obtain information to view the live bid opening.

III.CC Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

III.DD Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any bidder in the preparation of its bid or proposal in response to this solicitation, nor for the presentation of its bid or proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.EE Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they

consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

III.FF Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City’s decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach’s purchasing policy.

III.GG Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, “A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any

public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

III.HH Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.II Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

III.JJ Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

III.KK Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.LL State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.MM Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.NN Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

III.OO Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

III.PP Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

III.QQ Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents,

warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

III.RR Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, January 9, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

IV. Project Specific

IV.A Project Description

Barracuda Boulevard is a two-lane bi-directional roadway maintained by the City. The project limits are between Middle Way southward to the N. Causeway (approximately 350 feet in length). The existing median is currently the same elevation as the roadway. The median is becoming a bioswale. The project involves regrading of the roadway for drainage to the bioswale. This enhancement will supplement the recent bridge replacement project.

As such, the improvements include the following activities:

- Milling of pavement restoration
- Removal of central median vegetation and regrading of the median and roadway
- Installation of two (2) drainage structures and approximately 100 linear feet of 15-inch RCP pipes from the median to the existing ditch along the North Causeway
- Resurfacing of the regraded area
- Installation of plants in the median
- Other ancillary work includes installation of environmental curb, driveway installations, signage and striping, sodding of any adjacent disturbed areas, and Maintenance of Traffic (MOT).

IV.B Drawings

Drawings are provided in the Attachment Section of this document and are incorporated by reference to the awarded agreement, which contains technical specifications for the work to be

completed, in addition to drawings and other terms and conditions with which Contractor shall comply.

Drawings: The general character and scope of the work are illustrated by the drawings titled as follows:

07-25-CIP, Barracuda Boulevard Roadway Enhancement

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require to achieve the intent of the bid specifications.

Copies of Drawings and Specifications Furnished: The Owner shall furnish to the Contractor an electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

IV.C Changes

Compliance with Specifications and Drawings: All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

IV.D Clean-up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

IV.E Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

IV.F Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

IV.G Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

- Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.
- Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as “Active”
- Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.
- Bonds: Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

V. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder as determined to be in the best interest of the City and their funding partners.

The uploaded price proposal in Section IX must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS		
2	Pre-Construction Video	1	LS		
3	Erosion Control / NPDES Permit Requirements	1	LS		
4	Clearing and Grubbing	1	LS		
5	Construct Drainage Pipe 15" RCP	100	LF		
6	FDOT Modified Type "C" Inlet - Control Structure	1	EA		
7	FDOT Type 'C' Ditch Btm Inlet	1	EA		
8	Open Cut and Repair Asphalt Pavement	220	SY		
9	Mill Asphalt - Average Depth 1-1/2"	1,810	SY		
10	Rework existing Base and Subgrade and Prepare for Pipe Installation	220	SY		
11	Environmental Curbing	657	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Asphaltic Concrete with Tack Coat and Existing Striping Replacement with 1-1/2" Wearing Surface	1,810	SY		
13	Painted Pavement Markings, Standard, Yellow, Island Nose, 6"	305	SF		
14	Painted Pavement Markings, Standard, White, Island Nose, 6"	415	SF		
15	Furnish & Install Sod	620	SY		
16	Maintenance of Traffic	1	LS		
17	"Record" Drawing Preparation	1	LS		
18	Unsuitable Material Excavation	5	CY		
19	Bulk Concrete	10	CY		
20	Crushed Rock or Shell Trench Subgrade Material	10	CY		
21	Disposal of Excess Base Materials	10	CY		
22	Landscaping & Irrigation	1	LS		
23	5/8-inch Reclaimed Pipe Tap (with New Smyrna Beach Utilities)	1	LS		
24	Allowance	1	LS	$10,000.00	
TOTAL					

VI. Terms and Conditions

VI.A Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such

instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE THOUSAND ONE HUNDRED NINETY-SEVEN ($1,197.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VI.B Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within ONE HUNDRED TWENTY (120) CALENDAR DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VI.C Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the bid award. The agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VI.D Notice to Proceed

When the contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VI.E Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VI.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally

accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VI.G Performance Bond, Material Bond, and Warranty of Title

A. Within fourteen (14) days upon acceptance of the bid by City Commission, the successful bidder shall deliver to the Owner a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100 percent of the Contract Price.

The Bonds shall be secured from a surety company acceptable to the City. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. The Bonds shall name the City as obligee and shall be in such form and by sureties of financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI and must be included on the approved list of sureties issued by the United States Department of Treasury. Each Bond shall be accompanied by an effectively dated Power of Attorney. The successful Bidder shall, before commencing the work, record said Payment and Performance Bond in the public records of Volusia County where the improvement is located in accordance with Chapter 255.05 of the Florida Statutes.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

C. Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

VI.H Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VI.I Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The

schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed, then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is

used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VI.J Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of the Work, Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to

reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VI.K Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VI.L Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VI.M Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The

Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VI.N Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VI.O Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VI.P Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and

specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VI.Q Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VII. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

VII.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured
Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

VII.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

VII.C Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of the subcontractor's employees not otherwise protected under such provisions.

VII.D Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.E Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the

Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.F Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

VII.G Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

VII.H Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

VII.I Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VIII. Contractor Specific

VIII.A Authority and Duties of the Engineer

Status of the Engineer: The work shall be subject at all times to the review of the Engineer or designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations

shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VIII.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the

performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

VIII.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VIII.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

VIII.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The

Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VIII.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIII.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VIII.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the

Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VIII.I Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VIII.J Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

VIII.K Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

VIII.L Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

IX. Required Responses

IX.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

IX.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

IX.C Employer Identification Number*

Provide the Employer Identification Number

*Response required

IX.D Professional License *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

IX.E Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items,

covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

IX.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than 10% (percent) of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of 10% (percent) of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, April 17, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

IX.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within 14 working daysafter the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

IX.H Potential Conflict of Interest

Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

IX.I Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

IX.J Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

IX.K Required Documentation and City Required Forms*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Important note: The uploaded bid form must be the same bid amount as submitted in Section V of this solicitation. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

Documents must be signed by an authorized Officer within your organization.

Cover page on top with business name and contact information, followed by the following completed forms:

Signed Bid Form
Copy of Bid Bond, no less than 10% of the submitted bid
City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest

City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement
City of NSB Form: References
City of NSB Form: List of Subcontractors
City of NSB Form: Signed Addendums (if applicable)
Copy of Sunbiz Registration with Active Status
Copy of Sam's Gov Registration listing Unique Identifier Number

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of

the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Twenty** (120) consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS ($1,197.00)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with addendums, Construction Specifications, and Drawings
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

DRAFT

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

DRAFT

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Contractor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
_____	_____
Address	*Address*
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

DRAFT

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Barracuda Boulevard Roadway Enhancements**

Project ID: **07-25-CIP**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Signed Bid Form	
Copy of Bid Bond, no less than 10% of the submitted bid	
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration listing Unique Identifier Number	

City of New Smyrna Beach

RFP 07-25-CIP: Barracuda Boulevard Roadway Enhancement

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	ITB 07-25-CIP
BID TITLE:	Barracuda Boulevard Roadway Enhancement

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: _____	Vice President: _____
Secretary: _____	Treasurer: _____
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST: _____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____

____
_____
(Witness as to Principal)

_____ _____

(Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ By: _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION DURATION
CITY OF NEW SMYRNA BEACH
BARRACUDA BLVD ROADWAY ENHANCEMENTS
100% DESIGN

ITEM NO.	DESCRIPTION	QTY.	UNIT	RATE PER DAY	TOTAL DURATION
A.	***GENERAL CONDITIONS***				
1	**Mobilization**	1	LS	0.2	5
2	**Pre-Construction Video**	1	LS	0.25	4
3	**Erosion Control / NPDES Permit Requirements**	1	LS	0.2	5
4	**Clearing and Grubbing**	1	LS	0.2	5
B.	***DRAINAGE/STORMWATER***				
1	**Construct Drainage Pipe**				
	a) 15" RCP	100	LF	100	2
2	**Construct Drainage Structures**				
	a) FDOT Modified Type "C" Inlet - Control Structure	1	EA	4	1
	d) FDOT Type 'C' Ditch Btm Inlet	1	EA	4	1
C.	***PAVING AND RESTORATION***				
1	**Open Cut and Remove Asphalt Pavement**	220	SY	20	11
2	**Mill Asphalt - Average Depth 1-1/2"**	1,810	SY	8000	1
3	**Rework existing base and subgrade and prepare for pipe installation**	220	SY	700	1
4	**Environmental Curbing**	657	LF	900	1
5	**Asphaltic Concrete with Tack Coat and Existing Striping Replacement**			500	4
6	a) 1-1/2" Wearing Surface	1,810	SY	300	2
7	**Painted Pavement Markings, Standard, Yellow, Island Nose, 6"**	305	SF	300	2
8	**Painted Pavement Markings, Standard, White, Island Nose, 6"**	415	SF	1,500	1
9	**Furnish & Install Sod**	620	SY	1,500	1
10	**Maintenance of Traffic**	1	LS	0.2	5
11	**"Record" Drawing Preparation**	1	LS	0.2	5
12	**Unsuitable Material Excavation**	5	CY	1	5
13	**Bulk Concrete**	10	CY	2	5
14	**Crushed Rock or Shell Trench Subgrade Material**	10	CY	2	5
15	**Disposal of excess base materials**	10	CY	2	5
16	**Landscaping & Irrigation**	1	LS	30	5
17	**5/8- inch Reclaimed pipe tap (with New Smyrna Beach Utilities)**	1	LS	1	1
18	**Allowance**	1	LS	0.2	5
	Subtotal of 'A', 'B', and 'C' (work days)				**88**
	Factors 1.48 = 5 day work week + holidays (work days)				***131***
	Contingency (10%)				***13***
	Total Estimated Construction Duration (work days)				**144**

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of their workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other

governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make their own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at their expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at their expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with,

or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of their proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, omissions, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at their own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from their full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced Engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such Engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The vertical bench marks provided is USGS “Public Records” monumentation and the horizontal control is the monumentation on plats contained in the “Public Records of Volusia County.”

B. Surveys:

1. The Contractor shall furnish and maintain, at their own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at their own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the Barracuda Boulevard Roadway Enhancements project**.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

1. Construction of a new bioswale serving as the median of Barracuda Boulevard including demolition; drainage pipe; connection to existing FDOT drainage system; stormwater structures; new stormwater manhole; site grading; asphalt restoration; curbing; striping; driveways; boat trailer parking; signage; sodding; landscaping, planting and irrigation; erosion and stormwater pollution control measures; and other incidentals.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR’S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish their work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time and minimize traffic and business disruptions. Refer to Contract Drawings for Maintenance of Traffic details.

END OF SECTION

SECTION 01 14 13
ACCESS TO SITE

PART 1 – GENERAL

1.02 USE OF WATERWAY, STREET AND PARKING AREAS

A. Waterway, Street and Parking Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public waterway, street, alleyway, or parking area during transportation and performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized use and transportation of public in such waterways, streets, alleyways, or parking areas. No area shall be closed to the public without first obtaining permission from the City and proper governmental authority.

1.03 TRAFFIC CONTROL AND MONITORING

A. For the protection of traffic in waterways, public or private streets, parking and storage areas, the Contractor shall provide, place, and maintain all necessary buoys, barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the United States Coast Guards and Manual of Uniform Traffic Control Devices. The Contractor shall take all necessary precautions for the protection of the Work area and the safety of the public. If required by the permit conditions, the Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the OSHA Safety and Health Standards for Construction.

1.04 CONTRACTOR'S WORK AND STORAGE AREAS

A. Storage areas shall be coordinated with the City. Responsibility for protection and safekeeping of equipment and materials at or near the sites shall be solely that of the Contractor and no claim shall be made against the City by reasons of any loss or any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the Contractor shall immediately move them. No equipment or materials shall be placed upon the City's property until it is acceptable to the City.

B. If the Contractor requires additional staging area, then the Contractor shall obtain such areas from off-site sources. The Contractor shall pay for any off-site area they requires.

C. Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas

back to existing conditions.

1.05 SAFETY AND SECURITY

A. The Contractor shall be responsible for the safety and security and may choose to employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the project and shall repair or replace damaged or lost materials and damage to structures.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SCOPE

A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing.
2. Excavation, including necessary pavement base removal.
3. Shoring and sheeting.
4. Dewatering and disposal of surplus water.
5. Structural fill.
6. Backfill.
7. Grading.
8. Replacement of unpaved roadways, grass, and shrubbery plots.
9. Cleanup.
10. Testing and placing system in operation.
11. Any material and equipment required to be installed and utilized for the test.
12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
13. Maintaining the existing quality of service during construction.
14. Appurtenant work as required for a complete and operable system.
15. Maintaining or detouring or traffic.

D. No payment shall be made for work constructed outside the authorized limits of work.

E. The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, in its entirety will apply to this project, with the exception of the following and other changes, modifications, and/or amendments that are included in the Contract Documents.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization **Bid Item A1**

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense necessary for Work; the cost of field engineering including disposal of cleared and grubbed material and debris, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, work associated with Contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Five percent (5%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Pre-Construction Video **Bid Item A2**

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.03 Hand Locate & Expose Existing Utilities **Bid Item A3**

Payment at the applicable lump sum price will be made based on completion of exposing, as specified in Section 013000, existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all materials and work necessary to complete the item within the right-of-ways or easements shown on the contract plans, and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

2.04 Erosion Control/NPDES Permit Requirements **Bid Item A4**

Payment at the applicable lump sum price will be made based on completion of erosion/turbidity control, silt fencing, floating turbidity barriers, and other means necessary in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment, and work necessary to complete the work in accordance with City/State/Federal requirements and the contract plans and specifications. This item includes the cost to obtain NPDES NOI and NOT permit and the cost to prepare a Stormwater Pollution Prevention Plan if disturbance is greater than 1 acre. Tree Protection barricade cost is also included in this item.

2.05 Clearing and Grubbing **Bid Item A5**

Lump sum payment for clearing and grubbing shall include all costs associated with clearing and grubbing the site and removing trees and vegetation scheduled for removal in accordance with FDOT Standard Specification Section 110. This item includes the proper disposal of all cleared materials.

2.06 Construct Drainage Pipe **Bid Item B1**

Payment shall be made at the applicable unit price per linear foot and shall be full compensation for furnishing all plant, labor, materials and equipment and constructing the storm drainage pipe complete and ready for operation as shown on the project plans and described in the specifications. This item includes the cost of pipe trenching, bedding, subgrade, removal of existing storm sewers, and filter fabric wrap of all joints, per FDOT standards.

2.07 Construct Drainage Structures **Bid Item B2**

Payment for drainage structures will be made at the applicable unit price for each structure furnished and installed, and will include full compensation for all excavation, backfill, concrete, brickwork, linings, benches, concrete aprons, grates, and frames and covers and baffles, structures, manholes, and incidentals, all constructed in accordance with the drawings and per FDOT standards. Payment includes demolition and removal of existing inlets.

2.08 Open Cut and Repair Asphalt Pavement **Bid Item C1**

Payment will be made at the contract unit cost per square yard for open cut and repairing asphalt roads. All road and road base repairs shall be as specified per City standards. This item includes saw cutting of edges of existing material, removal and disposal of the areas to be restored. The contract unit price shall be full compensation for all material and work necessary to complete the repair, including temporary and permanent thermoplastic striping. Repair shall be as specified compaction and asphalt wearing surface. This work also includes repairs to roadway in areas where drainage pipe is installed. Insufficiently compacted base shall be removed and reinstalled at no cost to the Owner.

2.09 Mill Asphalt –cv Average Depth 1 ¾” **Bid Item C2**

Payment shall be made at the applicable unit price per square yard for milled asphalt surface as measured in the field per FDOT Specification Section 327. Payment shall be full compensation for furnishing all labor, materials, and equipment necessary to complete the milling, including dust control and disposal of millings. Milling outside of the delineated areas shall not be paid for without prior approval. This item includes replacement of existing striping.

2.10 Rework Base **Bid Item C3**

Payment will be made at contract unit price for each square yard for reworking base. The work will require addition and deletion of base to meet design grades. No additional payment will be made for importing additional base. The work shall conform to FDOT specifications.

2.11 Environmental Curbing – 2’ Wide **Bid Item C4**

Payment will be made at the unit price per linear foot of concrete curb installed in accordance with plans and specifications. The contract unit price will be full compensation for all material and work necessary to complete the installation in accordance with the drawings and FDOT specifications. This item includes the compacted base under the curb and testing as required.

2.12 Asphaltic Concrete w/ Tack Coat and Existing Striping Replacement Bid Item C5

Payment will be made at the contract per square yard unit price for full compensation for all material and work necessary to complete the installation in accordance with the drawings and specifications, including subbase, base, asphalt surface, testing and the raising of any valve boxes or manhole frames and covers to final paving grade. This item includes replacement of existing striping and new markings as depicted on the plans.

2.13 1-1/2" Wearing Surface Bid Item C6

The quantity for which payment is made will be that quantity shown in square feet on the plans. Where the plans have been revised, the quantity to be paid for will be the quantity shown on the revised plans.

The unit bid per square foot will be full compensation for all work covered by this Special Provision and applicable parts of the Standard Specifications, but not limited to furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, bridge scuppers, and any other material; erecting and removing all forms, curing concrete, protecting concrete in wind, rain, low humidity, high temperatures or other unfavorable weather.

2.14 Painted Pavement Markings, Standard, Yellow, Island Nose, 6 Bid Item C7

Price and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

2.15 Painted Pavement Markings, Standard, White, Island Nose, 6 Bid Item C8

Price and payment will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

2.16 Furnish and Install Sod Bid Item C9

Payment will be made at the unit price per square yard of sod installed to match existing and shall be full compensation for furnishing all plant labor, materials, and equipment necessary to furnish and properly install sod without gaps or overlaps within the limits shown on the drawings. Items shall include watering and maintenance for a one-month period. Dead or insect infested sod shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the one-month maintenance period.

2.17 Maintenance of Traffic Bid Item C10

Lump sum payment for clearing and grubbing shall include all costs associated with clearing and grubbing the site and removing trees and vegetation scheduled for removal in accordance with FDOT Standard Specification Section 110. This item includes the proper disposal of all cleared materials.

Lump sum payment will be made based on which price and payment shall be full compensation for the material, labor, equipment, and all other related work necessary to complete required traffic control during

the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made based on the percent of the total construction cost completed.

2.18 "Record" Drawing Preparation Bid Item C11

Lump sum payment will be made based on delivery to the Engineer of two (2) surveyor signed and sealed paper sets and digital files (PDF and AutoCAD files) of "record" drawings. The "record" drawings shall be prepared and signed and sealed by a professional land surveyor, licensed in the State of Florida, showing the invert and manhole top elevations and horizontal locations of the manholes and "sewer lines, water lines or force mains" with respect to the right-of-way lines or other "known features" for the project length. "Known features" are power poles, property corners, or other features which are not easily lost or susceptible to damage, removal or relocation. All water and sewer valves and services as well as fire hydrants shall be located horizontally to "known features" using three way horizontal dimensional "ties" to allow easy recovery of the service locations at a later date. Vertical elevations of new or reconstructed storm sewer structures including flow lines and inlet grates or junction structure tops based on the contract plans datum shall also be provided as part of the "record drawings". New swale areas, reconstructed road edge of pavement on each side, and road crown shall be provided at 100-foot minimum intervals after final paving and sodding. Periodical "record drawings" shall be submitted with each pay estimate on which the Engineer shall rely to ensure the "pay items" are constructed in accordance with the design locations and elevations. Progress payments submitted without updated partial "record drawings" to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the "record drawings" of work completed immediately prior to the current progress pay period are submitted with the pay requests. "Record drawings" shall be neat and clearly readable. Utility "record drawings" shall be on a separate set of drawings and roads, swales, storm sewers, etc. shall be on a separate set of "record drawings". Each "record drawing" set shall have only one (1) surveyor of record.

2.19 Unsuitable Material Excavation Bid Item C12

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or roadway area excavations; and where such excavations require the removal of muck or other unsuitable material as determined by the Engineer, and replacement with suitable material, payment will be made at the contract unit price per cubic yard in situ for such muck or other unsuitable material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

2.20 Bulk Concrete Bid Item C13

Payment shall be made at the contract unit price per cubic yard for completion of concrete encasement, collars, supports or other needs that may arise during construction and are placed in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with the contract plans and specifications, including DOT, HRS and FDEP requirements.

2.21 Crushed Rock or Shell Trench Subgrade Material Bid Item C14

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure

excavations if so directed by the Engineer. Payment will be made only when placement of material is directed by the Engineer.

2.22 Disposal of Excess Base Materials **Bid Item C15**

Surplus material and material not suitable for base fill shall be transported off the site to disposal areas obtained by the Contractor.

2.23 Landscaping & Irrigation **Bid Item C16**

The quantity for payment shall be the lump sum for complete installation of the landscaping and irrigation. Payment of the applicable lump sum shall be full compensation for furnishing all labor, materials and equipment necessary to furnish and properly install landscaping and irrigation including plant materials, mulch, staking, fertilizer, soil amendments, watering, trimming, irrigation pipe, sprinklers, irrigation controller and maintenance of material per contract requirements and other required work.

2.24 5/8 Inch Reclaimed Pipe Tap **Bid Item C17**

Service saddles shall be all brass with “CC” threads. Single straps shall have a minimum width of 3 inches and double stainless-steel straps shall have a minimum width of 2 inches.

1. PVC Pipe

   Saddles for 1- and 2-inch services on pipes 12-inch and smaller shall be brass body saddle with controlled OD. Services saddles for 1- and 2-inch services on pipes greater than 12-inch shall be epoxy or nylon-coated ductile iron body with 18-8 type, stainless-steel straps and controlled OD. Services 4-inch and larger shall use mechanical tapping sleeves.

2. Ductile Iron Pipe

   1-inch services shall be tapped directly. Service saddles for 2-inch services shall be epoxy or nylon-coated ductile iron body with 18-8, stainless-steel straps and controlled OD. Services 4-inch and larger shall use mechanical tapping sleeves.

3. Concrete Pressure Pipe

   Concrete pressure pipe taps shall be in accordance with AWWA M-9 and use a strap-type saddle dedicated to concrete cylinder pressure pipe.

4. HDPE

   Saddles for 1- and 2-inch services shall be epoxy or nylon-coated ductile iron body with 18-8, stainless-steel straps and controlled OD. Taps to HDPE pipe require prior approval by the NSBU Engineering Department and shall be on a case-by-case basis. Services 4-inch and larger shall use wide body tapping sleeves with a broad cross section gasket in a retaining groove that increase sealing capability as pressure increases.

5. Steel

   Services of all sizes require welded-on steel sleeves.

2.25 Allowance ($50,000) **Bid Item C18**

Payment shall be made for Owner requested items that are desired or necessary during the period of construction. Payment shall be based on negotiated costs for such items. The cost of items shall not exceed the allowance amount listed in the Schedule of Unit Prices without a change order. Payment shall be full compensation for the material, labor, equipment, and all other related administrative items necessary to fulfil requested additional items. Owner may request itemized costs for materials included in requests.

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. The material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. The material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. The material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer. If it is determined that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.
2. Section 00 84 60 - Stored Material Form

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART I - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included in Section 00 84 40 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00 50 00.
2. Section 01 32 16 - Construction Progress Schedules
3. Section 01 29 73 - Schedule of Values
4. Section 01 32 33 - Photographic Documentation
5. Section 01 78 39 - Project Record Documents
6. Section 01 77 00 - Closeout Procedures

1.02 FORMAT REQUIRED

A. Submit applications on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:

   a. Item number and identification as shown on application.

   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedules.

E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide Contractor’s Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percentage complete with the Engineer and resolve any conflict or discrepancies.

B. Application for payment to be submitted electronically in color for processing and payment.

C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and they shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.

1.03 Where reference is made within these documents to government specifications, or those of well-known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.04 The Contractor shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.

1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.

1.06 The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **180** calendar days.

A. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time stipulated above, the sum of **Five Hundred Dollars ($500)** per day shall be deducted by

the Owner from monies due the Contractor, not as a penalty but as liquidated damages. Charges shall accrue upon failure to achieve final completion target date, unless otherwise approved. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or their Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or their Surety, then such excess shall be paid to the Owner by the Contractor or their Surety.

1.07 The City shall provide reference points as shown on the plans. Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.

1.08 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.

1.09 Before submitting a Bid each Contractor must:

A. Examine the Contract Documents thoroughly.

B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work.

C. Familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work.

D. Study and carefully correlate Bidder's observations with the Contract Documents.

1.10 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.

A. City of New Smyrna Beach.

B. St. Johns River Water Management District Permit.

C. NPDES Stormwater (by Contractor).

D. The Owner will make necessary application for permits to construct such utilities. It shall be, however, the responsibility of the Contractor to construct the utilities in strict accordance with the requirements of the above-mentioned agencies, and no extra or additional payments will be made by the Owner for this work.

1.11 Construction shall be limited to weekday day light working hours. No weekend, night time, or holiday work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Project Engineer advance notice of such operations.

1.12 Contract Insurance Requirements.

1.13 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall submit a copy of the bond package to the Engineer *prior to recording*. The Engineer will verify the contract specifics contained on the bonds and submit them to the City Attorney for review and approval. Once approval has been received by the City Attorney, the Engineer will notify the Contractor that the bonds have been approved for recording. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the Notice to Proceed. The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item. The original bond documents should be annotated RETURN TO the City of New Smyrna Beach.

1.14 The Contractor shall provide an English speaking full time superintendent to supervise sub-contractors and provide direction to field crews. The Engineer's representative shall not be responsible for providing direction to sub-contractor or field crews. The Contractor's superintendent shall not be verbally or physically abusive to citizens or other project personnel. Use of foul language in the presence of or belligerence towards citizens or project representatives shall be grounds for immediate replacement of the superintendent at no cost to the Owner.

1.15 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.16 The proposed pipe alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes shall be paid for at the contact unit price.

1.17 The Contractor is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the Contractor's means or methods trip the Agency's thresholds requiring

permits. No separate payment or contract time extension for the Contractor obtaining the permit shall be granted by the City.

1.18 Land disturbed shall have hay bales or turbidity curtains installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the Owner.

1.19 The Contractor shall submit an executed Consent of Surety for Final Payment form, copy of which is included with the Contract Documents, prior to submitting a final request for payment.

1.20 All unit pricing shall remain valid for the duration of the contract.

1.21 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.22 The Contractor shall provide suitable, accurate pressure gauges for conducting hydrostatic pressure tests at all pipe branch/blow-off locations or as a minimum at each end of each section of the line tested between valves. No separate payment will be made for this work. Payment shall be included in the applicable unit price entitled Hydrostatic Testing.

1.23 No thrust blocking shall be used unless specifically authorized by the Engineer. Restrained joint pipe fittings and joint shall be utilized.

1.24 All water main installed under this contract shall be buried with the appropriate marking tape to indicate the service designation. The tape shall be laid directly over the pipe at a depth of 24 inches below proposed finished ground elevation.

1.25 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or their right, title or interest therein, without written consent of the Owner.

1.26 Limitations on the Engineer's Responsibilities

A. Neither the Engineer's authority to act under this Paragraph nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

1.27 The City subject to availability will make available reasonable amounts of water for Contractor compaction requirements and potable water for flushing and testing requirements at no cost to the Contractor. Abnormally high usage (gross wastage) of provided water by the Contractor's organization shall be subject to City backcharges to the Contractor at established City rates.

1.28 All PVC potable water pipe installed under this contract shall be extruded blue in color to differentiate this pipe from other service designations. Pipe shall be NSF approved AWWA C-900 Class 150.

1.29 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

1.30 Project and completion is defined as pipe materials in place tested and certified for use, and paving and right-of-way restoration as well as fencing complete.

1.31 The Contractor's forces shall be required to hand dig and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of twenty-four (24) hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crew will not be responsible for hand digging the location of City services. Separate lump sum payment shall be made for this work.

1.32 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered. Separate unit price payment or lump sum payment will be made for this work.

1.33 The Contractor shall utilize restrained joint for bends and required fittings for all pressure pipe shown on the project plans. The restrained PVC pipe lengths shall be in accordance with DIPRA Thrust Resistant Design for Ductile Iron Pipe utilizing laying condition 2 with polyethylene wrap with the type soils and soil depth encountered. Restrained joint pipe specifications shall be strictly adhered to. Piping drawings indicating restraining lengths and calculations shall be submitted to the Engineer for record purposes prior to construction. Responsibility for the adequacy for the restrained joint calculations shall remain with the Contractor and the supplier.

1.34 A City Standard sign shall be provided as shown in the specifications for each area under construction. The sign shall be placed in plain view at a designated location.

1.35 The Contractor shall make their own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.

1.36 Attached if issued are the project permits the Contractor shall comply with at no additional cost to the Owner.

1.37 Burning or burying of land clearing debris shall not be permitted. All organic matter and other debris shall be disposed of by the Contractor at an approved landfill.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.

2. The Engineer shall:

   a. Prepare agenda for meetings.
   b. Make physical arrangements for meetings.
   c. Preside at meetings.
   d. Take and distribute meeting minutes.

3. The Contractor shall:

   a. Attend all meetings along with pertinent subcontractors and suppliers.
   b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
   c. Provide requested information at meetings.

4. The Owner shall:

   a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

A. Purpose: To initiate coordination of contractual requirements prior to start of work.

B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer
3. Resident project representative.
4. Contractor and their superintendent.
5. Major subcontractors.
6. Representatives of major suppliers and manufacturers, as appropriate.
7. Governmental and franchised utility representatives, as appropriate.
8. Permit agency representatives, as appropriate.
9. Funding agency representatives, as appropriate.
10. Others as requested by the Contractor, Owner, and Engineer.

E. Suggested Agenda:

1. Introductions and Roles
2. Contract Execution and Dates

    a. Contracts
    b. Contract Time/Dates
    c. Copies of Conformed Documents

3. Communications

    a. Lines of Communication
    b. Coordination Meetings
    c. Contact List
    d. Requests for Information (RFIs)

4. Preconstruction Matters

    a. Submittals
    b. Material Acquisition
    c. Mobilization
    d. Permitting

5. Construction/Coordination

    a. Working Days/Hours
    b. Change Orders
    c. Locating Existing Facilities
    d. Demolition

e. Testing
f. Updated Schedules

6. Pay Requests

a. Process
b. Schedule of Values
c. Stored Materials
d. Preliminary As-Builts

7. Contract Closeout

a. Substantial Completion
b. Punch-list
c. Final Acceptance
d. Warranty
e. Final Payment

1.03 RESIDENT MEETING(S)

A. Purpose: To present construction approach to affected residents and to allow residents to ask questions concerning such.

B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.

C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and their superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives.

E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

A. Purpose: To discuss the progress of the construction and projected work activities.

B. Scheduling: Engineer will schedule progress meetings on a regular basis at a maximum frequency of once per week or less frequently, i.e. once per month, depending on the level of communication required for the project. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer and sub-consultants, as appropriate.
3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.

4. Construction schedule

    a. Status of current schedule
    b. Issues impacting schedule
    c. Fabrication and delivery schedules
    d. Corrective measures to regain projected schedule

5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.

2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 01 29 76 - Progress Payment Procedures
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

b. Identify the first workday of each month.

3. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 24 inches by 36 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software offered by Primavera or approved equal.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:

a. Shop Drawing Schedule.
b. Installation of temporary facilities.
c. Clearing.
d. Demolition
e. Subcontractor work

f. Utility Installations
g. Paving
h. Start-Up
i. Project closeout

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:

1. The dates for Contractor's submittals.
2. The date submittals will be required for Owner-furnished products, if applicable.
3. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start
b. Sort by float
c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated

schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.
2. Jobsite file.
3. Subcontractors.
4. Other concerned parties.
5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity:

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.

3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work.

B. Summary: This Section includes administrative and procedural requirements for the following

1. Preconstruction photographs
2. Preconstruction video recordings

C. Related Requirements Described Elsewhere:

1. Section 01 00 00 - General Requirements
2. Section 01 11 00 - Summary of Work
3. Section 01 30 00 - Administrative Requirements
4. Section 01 78 39 - Project Record Documents

D. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

1.02 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three (3) days of taking photographs

1. Digital Camera: Minimum sensor resolution of 8 megapixels
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project

b. Name and contact information for photographer
c. Name of Architect
d. Name of Contractor
e. Date photograph was taken
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

1. Format: electronic submittal to Engineer
2. Identification: With each submittal, provide the following information:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Architect and Construction Manager.
d. Name of Contractor.
e. Date photograph was taken if not date stamped by camera.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Video Recordings: Submit video recordings within seven (7) days of recording.

1. Submit video recordings in digital video disc format acceptable to Architect by posting to Web-based photographic documentation service provider's Web site.
2. Identification: With each submittal, provide the following information:

a. Name of Project.
b. Name and address of photographer.
c. Name of Architect and Construction Manager.
d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified ground photography, videography, and web-based documentation.

1.04 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.

C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.05 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

2.02 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Architect.

1. Provide fixed-location camera(s), with the following characteristics:

a. Static View, remotely controllable view with mouse click user navigation for horizontal pan, vertical tile and optical zoom of 500 percent minimum.
b. Capable of producing minimum 3.0-megapixel pictures
c. Provide power supply, active high-speed data connection to service provider’s network, and static IP address for each camera.

B. Wireless Hand-Held Cameras: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider’s network enabling a live image stream viewable by multiple parties.

1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub and base station connections.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available always for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.

D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before taking construction photographs.
2. Take a minimum of twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
3. Take a minimum of twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

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3.02 CONSTRUCTION VIDEO RECORDINGS

A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.

B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.

C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.

1. Confirm date and time at beginning and end of recording.
2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.

D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.

E. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.

1. Flag excavation areas and construction limits before recording construction video recordings.
2. Show existing conditions adjacent to Project site before starting the Work.
3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
4. Show protection efforts by Contractor.

PART 4 – DELIVERY

4.01 PHOTOGRAPHS AND VIDEOS

A. Photographs and videos will be delivered electronically following specifications above with a coordinating log, to the Engineer as attachment to each Application for Payment.

B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:

1. Engineer one (1) set.
2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents as specified in Section 01 78 39.
3. Contractor one (1) set.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal Description and Number assigned.
2. Date submitted to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of Resubmittal and Return (as applicable).
6. Date of material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.

B. Determine and Verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.
3. Contractor's name and address.
4. Notification of deviations from Contract Documents.
5. Submittal Log Number conforming to Specification Section Numbers.

G. The Contractor shall submit descriptive or product data submittals/drawings electronically to the Engineer. The Engineer will review the submittals/drawings and return marked-up submittals/drawings with appropriate review comments electronically to the Contractor.

H. Once submittals/drawings are approved, they are to be distributed electronically to the Owner, Engineer and Contractor.

I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to their own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.

D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.

E. Resubmittals will be handled in the same manner as first submittals. On Resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop Drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Resubmittal; thereafter review time for subsequent Resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.

H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in Specifications Sections, all drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each Shop Drawing shall have a transmittal sheet. The transmittal sheet shall display the following:

1. Project title and number.
2. Name of project building or structure.
3. Number and title of the shop drawing.
4. Date of shop drawing or revision.
5. Name of Contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification number.
9. Drawing number.

A Letter of Transmittal Excel document shall be provided to the Contractor per request.

[Contractor Company Logo]	[Contractor Company Name] [Address] [Address] [Phone #]			**LETTER OF TRANSMITTAL**
TO:	Mead & Hunt		**DATE:**	
ATTN:			**M&H PROJECT NO.**	
			COUNTY BID NO.	
		-	**RE:**	
		-		

SUBMITTAL #	**SPEC SECTION(S) #**	**SHEET(S) #**	**SUBMITTAL DESCRIPTION**

	SUPPLIER/MANUFACTURER

Notification of deviations from Contract Documents:

I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed:	
Type Name:	

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from their responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.
2. Name of Contractor and subcontractor.
3. Material or equipment represented.
4. Place of origin.
5. Name of producer and brand (if any).
6. Location in project.
7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of

a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at their expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Engineer shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 JURISDICTIONAL DISPUTES

A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.03 EXCAVATION AROUND AND CONNECTION TO EXISTING UTILITIES

A. It is essential that the Contractor understand that the existing Owner’s facilities must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the Owner's operating personnel before excavating around or cutting into existing utilities on the site. Existing utilities of major concern are water, sanitary sewer, electrical power conduits, phone and television cables, instrumentation conduits, and cables.

B. Some areas within the construction site may require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation.

C. Cover for underground piping shall not be less than that indicated on the Drawings, up to a minimum of 30 inches of cover where obtainable. In areas where other piping conflicts preclude the minimum cover desired, the piping shall be laid to provide the maximum cover obtainable.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner's management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of three (3) working days' notice to the Owner when tie-ins with the existing plant utilities are required.

E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 CODES AND FEES

A. The foregoing "General Requirements" form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. Install in accordance with latest edition of the National Electric Code and the regulations of governing local, State, County and other applicable codes. Pay for all required licenses, fees and inspections.

1.02 STANDARDS

A. All materials shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards.

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

3. Contractor shall provide Engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:

a. Section 31 23 00 - Excavation and Fill

C. The following schedule defines the responsibility for various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 33 05 05.31	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression	

test five cylinders every 50 C.Y. (minimum). Contractor

D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two (2) weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two (2) copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	**TEST FREQUENCY**	**SAMPLE SIZE**	**SHIPPING CONTAINER**
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer:

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.

B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specific standards; ASTM, other recognized authorities, and as specified.

2. Determine and report on compliance with requirements of Contract Documents.

C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.

D. Promptly submit one (1) original and (1) electronic copy of reports of inspections and tests to the Engineer including:

1. Date issued.
2. Project title and Engineer's job number.
3. Testing Laboratory name and address.
4. Name and signature of inspector.
5. Date of inspection of inspector.
6. Date of inspection or sampling.
7. Date of test.
8. Identification of product and Specification section.
9. Location in project.
10. Type of inspection or test.
11. Compliance with Contract Documents or not.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.

3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this Section:

1. American Association of Nurserymen: American Standards of Nursery Stock.

2. U.S. Weather Bureau, “Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 years.”

3. U.S. Department of Agriculture, “Urban Hydrology for Small Watersheds.”

4. Federal Emergency Management Agency

5. NFPA, National Fire Prevention Standard for Safeguarding Building Construction Operations.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 01 60 00: Product Requirements.

1.02 SUBMITTALS

A. Administrative Submittals: Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.

B. Shop Drawings:

1. Temporary Utility Submittals: Electric power supply and distribution plans, if applicable.

2. Temporary Construction Submittals:

a. Parking area plans
b. Contractor’s field office, storage yard, and storage building plans
c. Staging area location plan

1.03 MOBILIZATION

A. Mobilization shall Include, Not be Limited to, these Principal Items:

1. Obtaining required permits

2. Moving Contractor’s field office and equipment required for first month operations onto site.

3. Installing temporary construction power, wiring, and lighting facilities

4. Providing onsite communication facilities

5. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.

6. Arranging for, and erection of, Contractor’s work and storage yard.

7. Posting OSHA required notices and establishing safety programs and procedures.

8. Having Contractor’s superintendent at site full time.

1.04 PROTECTION OF WORK AND PROPERTY

A. Comply with Owner’s safety rules while on Owner’s property.

B. Keep Owner informed of serious accidents on the site and related claims.

C. Use of Explosives: No blasting or use of explosives will be allowed on the Site.

PART 2 - PRODUCTS

2.01 PROJECT SIGN

A. Refer to Section 01 58 00 Temporary Project Signage.

PART 3 - EXECUTION

3.01 (NOT USED)

3.02 TEMPORARY UTILITIES

A. Power:

1. Electric power will be available at or near the site. Determine the type and amount available and make arrangements for obtaining temporary electric power service, metering equipment, and pay all costs for the electric power used during the contract period except for portions of the Work designated in writing by Engineer as substantially complete.

2. Cost of electric power used in performance and acceptance testing will be borne by Contractor.

B. Lighting: Provide temporary lighting at least to meet all applicable safety requirements to allow erection, application or installation of materials and equipment, and observation or inspection of the work.

C. Heating, Cooling and Ventilating:

1. Provide as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum conditions for the installation of material, and to protect materials, equipment, and finished from damage due to temperature or humidity.

2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.

3. Pay all costs of installation, maintenance, operation, removal, and fuel consumed.

4. Provide portable unit heaters, complete with controls, oil or gas fired and suitable vented to outside as required for protection of health and property.

5. If permanent natural gas piping is used for temporary heating units, do not modify or reroute gas piping without approval of utility company. Provide separate gas metering as required by utility.

D. Water:

1. Contractor to provide electric water cooler with cold and hot water

2. Provide a means to prevent water used for testing from flowing back into the source pipeline.

E. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employed, Subcontractors, and all other onsite employer's employees. Service, clean and maintain facilities and enclosures.

F. Telephone Service:

1. Arrange and provide onsite telephone service for Contractor's use during construction. Pay costs of installation and monthly bills.

G. Fire Protection: Furnish and maintain on site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations (NFPA No. 241).

3.03 PROTECTION OF WORK AND PROPERTY

A. General:

1. Where completion of Work requires temporary or permanent removal and/or relocation of an existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.

2. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.

3. Keep fire hydrants and water control valves free from obstruction and available for use at all times.

4. Do not impair operation of existing sewer systems. Prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations and other sewer structures.

5. Maintain original site drainage wherever possible.

B. Site Security: Provide and maintain additional temporary security fences as necessary to protect the Work and Contractor-furnished products not yet installed.

C. Finished Construction: Protection finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.

D. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.

3.04 TEMPROARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.

2. Burning: Of waste materials, rubbish, or other debris will not be permitted on or adjacent to site.

B. Noise Control: Provide acoustical barriers or other measures as required so noise emanating from tools or equipment will not exceed legal noise levels.

C. Water Pollution Control:

1. Comply with procedures outlined in U.S. Environmental Protection Agency manuals entitled, “guidelines for Erosion and Sedimentation Control Planning” and “implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity”, and “erosion and Sediment Control-Surface Mining in Eastern United States.”

2. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or on the ground drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.
3. Comply with all requirements for the NPDES Stormwater Construction Permit.

D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect Work and existing facilities from flooding during construction period.

3.05 STORAGE YARDS AND BUILDINGS

A. Coordinate requirements with Section 01 60 00

B. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.

C. Temporary Storage Buildings:

1. Provide environmental control systems that meet recommendations of manufacturers of equipment and materials stored.

2. Arrange or partition to provide security of contents and ready access for inspection and inventory.

3. Store combustible materials (paints, solvents, fuels, etc.) in a well ventilated and remote building meeting safety standards.

3.06 PARKING AREAS

A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.

B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on Owner's existing paved areas.

3.07 CLEANING DURING CONSTRUCTION

A. In accordance with General Conditions, as may be specified in Specification sections, and as required herein.

B. Provide approved containers for collection of disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.

C. At least weekly, brush sweep the entry drive and roadways, and all other streets and walkways affected by Work and where adjacent to Work.

END SECTION

SECTION 01 54 00
CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish, install and maintain required construction aids, remove on completion of Work.

B. Related Requirements Described Elsewhere:

1. Summary of Work: 01 11 00.

C. Comply with applicable requirements specified in Sections of Division 2 through 46.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Consult with the Engineer, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Division 2 through 46.

B. Relocate construction aids as required by progress of construction, by storage of work requirements of Owner and other Contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Grade and grass areas of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

a. If activity impact should **exceed** one acre:

i. The Contractor must apply for a NPDES permit with the Florida Department of Environmental Protection (FDEP), accessible through the provided link below.

1. https://floridadep.gov/sites/default/files/CGP%20NOI%2062-621.300_4b_0.pdf

ii. The Contractor must create a Stormwater Pollution Prevention Plan (SWPPP) and provide its location in the NPDES permit, requirements and guidelines are accessible through the provided links below.

1. http://www.swppps.org/requirements
2. https://floridadep.gov/sites/default/files/ConstructionSWPPP_0.pdf

iii. The Contractor must create a weekly inspection schedule.

1. Additional inspections are required after rainfall exceeding 0.5 inches.

iv. The Contractor must provide a Certified Person for contact.

1. Certified Person(s) must have Erosion and Sedimentation Control training.

b. All aforementioned requirements shall be provided to the Engineer.

i. NPDES permit receipt given upon approval by the FDEP must be provided.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.

4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.

5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Section 31 23 00 - Excavation and Fill

2. Section 32 92 23 - Sodding

C. Reference Standards:

1. Florida Department of Agriculture and Consumer Services (FDACS).

2. Florida Department of Environmental Protection (FDEP).

a. FDEP (SESCIM) -- FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector’s Manual.

3. Florida Department of Transportation (FDOT):

a. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

i. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.

b. FDOT Standard Specifications for Road and Bridge Construction.

i. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
ii. FDOT Section 570 -- Performance Turf.
iii. FDOT Section 901 -- Coarse Aggregate.
iv. FDOT Section 981 -- Turf Materials.
v. FDOT Section 985 -- Geotextile Fabrics.
vi. FDOT Section 987 -- Prepared Soil Layer Materials.

4. U.S. Environmental Protection Agency (EPA):

a. EPA (NPDES) -- National Pollutant Discharge Elimination System.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

A. Sodding, mulching, grassing and seeding are specified in Section 32 92 23.

B. Backfill is specified in Section 31 23 00.

C. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Netting shall be fabricated of material acceptable to the Owner.

B. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

C. Concrete block shall be hollow, non-load bearing type.

D. Concrete shall be exterior grade not less than one-inch thick.

E. Sediment Fence.

2.03 DUST CONTROL

A. Sodding, mulching, grassing, seeding and tilling are specified in Section 32 92 00.

2.04 BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL

NAME	APPLICATION	MAX DRAINAGE AREA	USEFUL LIFE	COMMENT
Block & Gravel	Inlet protection	<1 acre	3-6 Months	Routine Maintenance Required
Brush Barrier	Perimeter Control	Unspecified	3-6 Months	Routine Maintenance Required
Check Dam / Hay Bale	Control Water Velocity	10 Acres	< 3 Months	Replace as Needed
Check Dam / Rock (Gravel)	Control Water Velocity	10 Acres	18 Months	Max Height 2 feet
Check Dam / Silt Fence	Control Water Velocity	10 Acres	6 Months	Replace as Needed
Construction Road Stabilization	Road Stabilization	Unspecified	Project Life	Routine Maintenance Required
Curb and Gutter Sediment Barrier	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Drain field Pipe Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Floating Turbidity Barrier	Silt/Sediment Containment	Unspecified	> 18 Months	Use in Low Flow Water Body
GeoHay Curb Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Gravel and Wire Mesh	Inlet Protection	<1 Acre	3-6 Months	Routine Maintenance Required
Silt Fence	Perimeter Control	< ¼ Acre per 100 ft of length	3 Months	Trench In & Compact
Silt Fence (Filter Fabric)	Inlet Protection	< 1 Acre	3 Months	Routine Maintenance Required
Sod	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Temporary Diversion Dike	Slope Protection	5 Acres	> 18 Months	Compact / Stabilize Slopes
Temporary Fill	Slope	5 Acres	1 Day – 1 Week	Rebuild as Needed

Diversion	Protection			
Temporary Gravel Construction Entrance	Entrance	Unspecified	Project Life	Routine Maintenance Required
Temporary Sediment Basin	Sediment Removal	> 5 Acres	18 Months	Engineer Must Design
Temporary Sediment Trap	Sediment Removal	5 Acres	18 Months	Stabilize Interior/Exterior Slopes
Temporary Slope Drain	Slope Protection	5 Acres	3-6 Months	Stabilize Outfall
Temporary Right-Of-Way Diversion	Shorten Flow Length	< 5 Acres	3-6 Months	Inspect Weekly or After Rain

PART 3 – EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing or rough cutting shall be permitted until temporary erosion, sediment and dust control systems are in place, unless permitted directly by the City Engineer.

B. Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.

C. Any damage caused by construction traffic to temporary erosion, sediment and dust controls systems shall be repaired immediately by the Contractor.

D. The Contractor shall be responsible for collecting, storing, hauling and disposing of soil, silt, and waste materials as specified in this or other Specifications and in compliance with relevant federal, state, and local rules and regulations.

E. Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed. The Contractor shall keep a log of all inspections indicating the following:

1. Date and time of inspection.
2. Inspector.
3. Amount of rainfall.

4. Erosion and sediment control devices inspected.
5. Condition of sediment and erosion control devices.
6. Repairs or maintenance needed.
7. Date repair or maintenance is completed.

3.02 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2-inch in diameter and debris.

2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.03 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.04 DUST CONTROL

A. The dust control product chosen shall be appropriate for to the site conditions (topography and soils).

B. Grade and/or smooth the surfaces to be treated as needed and prescribed by the product guidance before the dust control product is applied.

3.05 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are

necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish, install and maintain project signs.
2. Remove signs on completion of construction.
3. Allow no other signs other than signs approved by the Engineer to be displayed.

B. Related Requirements Described Elsewhere:

1. Section 01 11 00 - Summary of Work
2. Section 01 30 00 - Administrative Requirements

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on the plant site at a location of high public visibility within 30 days of start of work, as approved by the Engineer and the Owner.

C. Information:

1. Project Sign:
   a. Owner title and logo.
   b. Project name.
   c. Contractor.
   d. Engineer.

1.03 INFORMATIONAL SIGNS

A. Painted signs with painted lettering, or standard products.

1. Size of signs and lettering: As required by the Owner, or as appropriate to usage.

2. Color: As required by the Owner, otherwise of uniform colors throughout Project.

B. Erect at appropriate locations to provide required information.

C. Information:

1. Contractor's name and home office address.
2. List of subcontractors and type of subcontract work.

1.04 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

1.05 SUBMITTALS

A. An 11 inch by 17 inch sketch of the project sign shall be submitted to the Engineer for approval prior to final preparation of the project sign.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

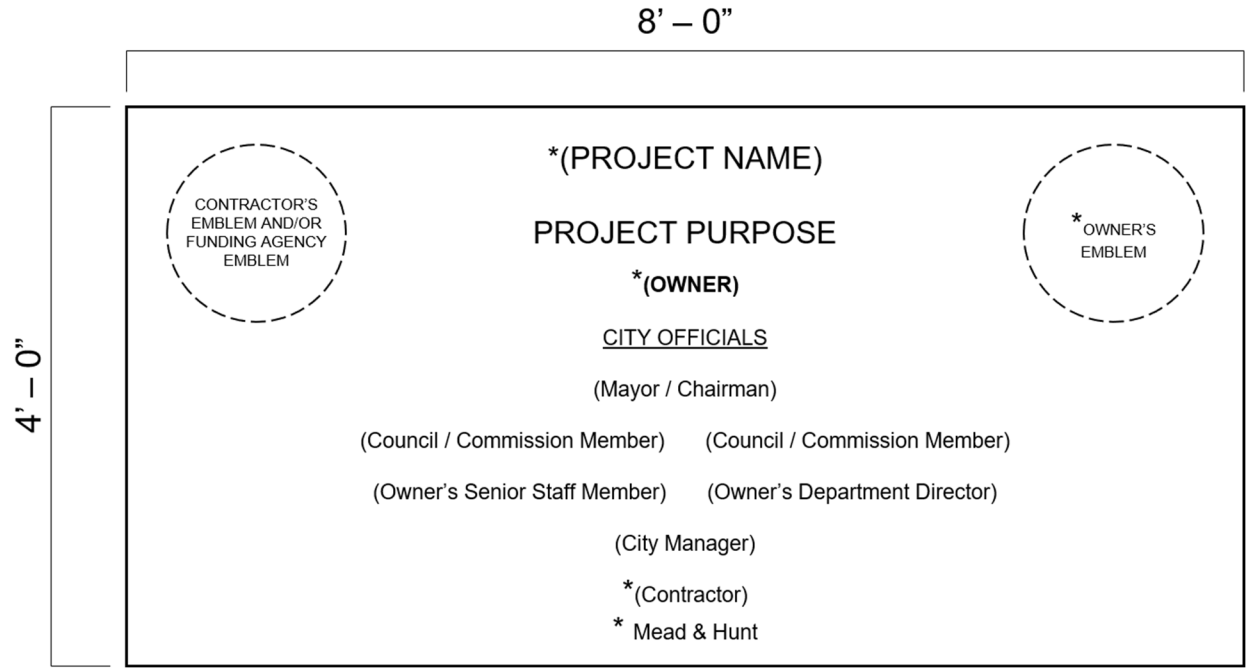
A. Structure and Framing: Sign shall be 3/4-inch Marine grade plywood, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Project Sign details are illustrated in the Figure below.



E. Asterisked fields are required on 4’ – 0” X 4’ – 0” Project Signs

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

A. Paint exposed surface of supports, framing and surface material; one (1) coat of primer and one (1) coat of exterior paint.

B. Paint graphics in styles, sizes, and colors as selected and approved by the Owner.

3.02 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

3.03 REMOVAL

A. The Contractor shall remove signs, framing, supports and foundations and properly dispose of at completion of project.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.

3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accordance with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.

B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.

D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.

5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of forty-five (45) calendar days after the effective date of the Agreement. Engineer will review requests for substitutions and notify Contractor in writing of Owner's decision to accept or reject requested substitutions within ten (10) working days of receiving request. Only the Owner may accept a substitution.

2. Substitution requests made by means of Shop Drawings or product data submittal will not be considered.

3. After the period of forty-five (45) days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including electronic copies to Engineer.

1. Maintain one set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation or equipment, it shall be stored at locations designated and approved by the Engineer.

C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored of off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven (7) days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative,

clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90)

days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

END OF SECTION

SECTION 01 71 13
MOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractors' plant and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have Contractor's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all Contractor-owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 71 33
PROTECTION OF ADJACENT CONSTRUCTION

PART 1 - GENERAL

1.01 GENERAL

A. The Contractor shall protect all existing facilities, including all utilities and improvements not designated for removal, and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.02 EXISTING UTILITIES AND IMPROVEMENTS

A. General: The Contractor shall protect both aboveground and underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the Drawings. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

B. Except where the Drawings indicate utilities have been field located during design or certain utility locations shall be exposed as part of the Work, the Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the Drawings to be in error, the Contractor shall so notify the Engineer.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

E. Utilities to be Removed: Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the Owner of the facility. In all cases of such temporary removal or relocation, restoration to

the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

F. Owner's Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

G. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of the damaged utility. If the owner of the damaged facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.

H. Underground Utilities Not Indicated: In the event that the Contractor damages existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a verbal report of such damage shall be made immediately to the Engineer and a written report thereof shall be made promptly thereafter. The Engineer will immediately notify the Owner of the damaged utility. If the Engineer is not immediately available, the Contractor shall notify the utility owner of the damage. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.

I. Costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such Work will be paid for as extra Work in accordance with the Contract Documents.

J. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.

K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole,

or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.03 LAWN AREAS

A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the Owner.

1.04 NOTIFICATION BY THE CONTRACTOR

A. The Contractor must contact “Sunshine State One Call” at (800) 432-4770 a minimum of 48 business hours prior to excavation. The Contractor shall provide the Sunshine State One Call verification number for the project to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

1. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.
b. Cleaning up.
c. Incidental work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

D. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.04 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

3.05 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01 75 16
STARTUP PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or their representative.

B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.

C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the Contractor.

3.02 START-UP

A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.

B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, perform the start-up demonstration and testing in the presence of the Engineer and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract

Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.

C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one (1) copy in each Operation and Maintenance Manual.

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT:_____
OWNER:_____
Engineer:_____
CONTRACTOR:_____
DATE:_____
STRUCTURE:_____
EQUIPMENT DESCRIPTION:
_____
VENDOR:_____

REPRESENTATIVE:_____ INIT.:_____

# of training days required:_____ # received:

STARTUP/TRAINING DESCRIPTION:
COMMENTS:

ACCEPTABLE:___ PARTIALLY ACCEPTABLE:___ NON-ACCEPTABLE:

ATTENDEES:

NAME	AFFILIATION	DATE
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Startup Procedures: Section 01 75 16
2. Cleaning and Waste Management: Section 01 74 00
3. Project Record Documents: Section 01 78 39
4. Operation and Maintenance Data: Section 01 78 23
5. Bonds: Section 01 78 33
6. Warranties: Section 01 78 36

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.

3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.

5. All training of Owner's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:

1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)

C. Within ten (10) working days after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.

3. The Engineer will, within ten (10) working days, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.

E. When the Engineer finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.

2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate

of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.

3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The Engineer will, within ten (10) working days, make an inspection to verify the status of completion after receipt of such certification.

D. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within ten (10) working days, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the Owner for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments

h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.

3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½” x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten

4. Drawings:

   a. Provide reinforced punched binder tab, bind in with text.

   b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

   a. Provide typed description of products and major component parts of equipment.

   b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

   a. Title of project.

   b. Identity of separate structure as applicable.

   c. Identity of general subject matter covered in the manual.

7. Binders:

   a. Commercial quality three-post binders with durable and cleanable plastic covers.

   b. Maximum post width: 2 inches.

   c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD or portable storage device. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of:

   a. Subcontractor or installer.

   b. A list of each product required to be included, indexed to content of the volume.

   c. Identify area of responsibility of each.

   d. Local source of supply for parts and replacement.

4. Identify each product-by-product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.

2. Annotate each sheet to:

   a. Clearly identify specific product or part installed.

   b. Clearly identify data applicable to installation.

   c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

   a. Relations of component parts of equipment and systems.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure.
b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit four copies of the complete manual in final form.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products

a. Catalog number, size, and composition.

b. Color and texture designations.

c. Information required for reordering special manufactured products.

2. Instructions for care and maintenance

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Applicable sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 33
BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of bond or service and maintenance contract.
5. Duration of bond or service maintenance contract.
6. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone numbers.

D. Bonds are required to be recorded with the County Clerk of Court.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½” x 11 inches, punch sheets for standard three-post binder.
a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "BONDS". List:
   a. Title of Project.
   b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of warranty or service and maintenance contract.
5. Duration of warranty or service maintenance contract.
6. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.
    b. Instances which might affect the validity of warranty.

7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES". List:

a. Title of Project.
b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.

B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than $1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

D. Owner shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications of the contract
5. Engineer's Field Orders or written instructions
6. Approved Shop Drawings
7. Field Test records
8. Construction photographs, preconstruction videos, and pipeline videos.
9. Preliminary as-built drawings

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 00 80 00: Supplementary Conditions

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

A. Label each document. "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

9. Architectural schedule changes according to Contractor's records or shop drawings.

a. Contractor shall provide copies of all such recordings to the Contractor’s surveyor for incorporation into the preliminary and final as-builts drawings.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

A. Accompany each submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor of his authorized representative

B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:

1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 14, drawing files.

2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and

text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set “by-layer”. Text sizes shall be

relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)

4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If

adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such

on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals per SC-6.17, 1. of Section 00 80 00, Supplementary Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 06 14
GEOTECHNICAL DATA REPORT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Geotechnical Data Report information is included in Appendix A. The Geotechnical Data Report was prepared for the Owner and the Engineer by the Geotechnical Consultant. The report is reproduced in the contract documents.

B. The subsurface information contained therein was obtained for design purposes and may not be an adequate representation of actual conditions for project construction. Information shown, including water levels, represents existing conditions at the specific boring locations at the time the borings were made. All risks resulting from use or interpretation of the subsurface data shown shall be borne by the Contractor.

D. This data is available for information only and may be useful as a guide in estimating and planning the work.

E. If additional subsurface information is required by the Bidder it shall be the Bidder's responsibility to obtain such data.

F. Refer to the GENERAL CONDITIONS for further explanation of subsurface conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes furnishing all labor, materials, equipment and incidentals required for selective site demolition.

2. This Section provides for the complete or partial removal and disposal of specified existing structures, foundations, piping, mechanical, and miscellaneous appurtenances encountered during construction operations.

3. This Section specifies certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all the activities necessary. The Contractor shall exercise due care for the existing system operation and shall maintain continuous operation of the existing lift station and the overall wastewater service and minimize operation inconvenience. In accordance with this requirement, a Demolition and Removal Plan shall be developed in accordance with Paragraph 1.05.

4. Demolition includes:

   a. Demolition, complete or partial removal and cutting of existing piping and/or structures as required for the new construction.

   b. Disposal of salvageable and excess unacceptable material as specified below.

   c. Complete removal and off-site disposal of excess and unacceptable materials.

5. The Contractor shall examine the various drawings regarding the proposed site, visit the proposed site and determine for himself the extent of the work, the extent of work affected therein and all conditions under which he is required to perform the various operations.

6. Specific piping and/or structures to be partially or completely demolished are identified in the Construction Drawings.

1.02 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The Contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and companies or local residents located within the project site. Notices shall be received at least forty-eight (48) hours in advance of the planned demolition activity.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.03 CONDITIONS OF PIPING AND/OR STRUCTURES

A. The Standard Building Codes shall control the demolition, modification or alteration of the existing piping and structures.

B. No blasting shall be done on site. The Contractor shall not bring or store any explosives on site.

1.04 DISPOSAL OF MATERIAL

A. Salvageable material shall become the property of the Owner, if the Owner requests any specific item. The Contractor shall dismantle all materials to such a size that it can readily handle and deliver any of this salvageable material requested by the Owner to a storage area designated by the Owner.

B. The following materials are examples of the type that the Owner may maintain ownership of:

1. Valves greater than 3 inches in diameter.

2. Water meters on service connections.

C. Any materials that the Owner rejects shall become the Contractor’s property and must be removed from the site.

D. Concrete, concrete block and unsalvageable bricks shall be hauled to a waste disposal site by the Contractor.

E. All other material shall be hauled to a waste disposal site by the Contractor.

F. The storage of or sale of removed items on the site will not be allowed.

1.05 SUBMITTALS

A. Submit to the Engineer for approval, two (2) copies of the proposed Demolition and Removal Plan for the modifications as shown on the Drawings or as specified herein prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility service as required. The Demolition and Removal Plan shall include as a minimum, the following:

1. A detailed sequence of demolition and removal work to insure the uninterrupted operation of the Owner's utility systems, and the expeditious completion of the Contractor's work.

2. Evidence (by signature) of approval by the Owner of the work plan.

B. Before commencing demolition work, all modifications necessary to bypass the affected portion of the system will be completed. Contractor shall coordinate with the residential Owner's personnel to determine the locations of the affected valves, fittings and water meters.

C. The above procedure must be followed for each individual demolition operation.

1.06 TRAFFIC AND ACCESS

A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets, and sidewalks both onsite and off-site and to ensure minimum interference with occupied or used facilities.

B. Contractor shall at all times maintain safe and convenient access to the existing site.

C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provided alternate traffic routes around closed or obstructed access ways.

1.07 DAMAGE

A. Promptly repair damage caused to adjacent facilities by demolition operations at no cost to the Owner.

1.08 UTILITIES

A. Maintain existing utilities to remain in service and protect against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.

C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days' notice to make necessary preparations.

D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with requirements of the utility companies or the municipality owning or controlling them.

1.09 POLLUTION CONTROL

A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.10 QUALITY CONTROL

A. Protect all existing materials and equipment to be salvaged or reused from damage.
B. Cap or plug all lines to be abandoned.
C. Leave all exposed ends of all pipe covered and safe.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SEQUENCE OF WORK

A. The sequence of demolition and removal of the existing facilities will be in accordance with the approved Demolition and Removal Plan as specified in Paragraph 1.05 of this Section. The Contractor is solely responsible for construction and demolition sequencing of the Work.

3.02 REMOVAL OF EXISTING PIPING AND APPURTENANCES

A. Subject to the constraints of maintaining the existing systems in operation, existing piping and appurtenances not necessary for the operation of the new system shall be removed as shown or indicated on the Drawings.

B. All piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the Owner as specified in Paragraph 1.04 above shall be dismantled sufficiently to permit thorough cleaning and draining. All valves shall be left open. All abandoned piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as shown on the Drawings.

C. All water meters on residential service connections located within the right-of-way that have not been relocated and connected to the new service lines shall be removed and given to the Owner.

3.03 STRUCTURES TO BE COMPLETELY DEMOLISHED

A. Existing structures shall be completely demolished as shown on the Drawings. Structures shall be demolished to make room for construction of new facilities, unless otherwise shown on the Drawings. All demolished material shall be removed from site.

END OF SECTION

SECTION 03 3 00

CAST IN PLACE CONCRETE

PART 1. GENERAL

1.01 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, forms, transportation, and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.

B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS

A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318” Building Code Requirements for Structural Concrete”, ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.

B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.

C. Slump: ASTM C-143

D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.

E. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2. PRODUCTS

2.01 PORTLAND CEMENT

A. Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

A. Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.

B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 – 5
No. 10 Sieve	3 – 30
No. 30 Sieve	30 – 70
No. 50 Sieve	65 – 95
No. 100 Sieve	95 – 100

C. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

D. Coarse Aggregate

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed five percent (5%) by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing:

Maximum Size Square Mesh Screen	97 – 100%
2 Maximum Size Square Mesh Screen	40 – 70%
No. 4 Sieve	0 – 6%

2.03 WATER

A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16 gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.05 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled, and edge sealed, with thickness not less than 3/4 inch.

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2-inch-wide on each leg.

E. Steel Forms. Uncoated steel, 3/16-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.

F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.

G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inches, adhered with an approved two-part epoxy.

H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches form wall and cutoff in a plane parallel to it.

I. Circular and Elliptical Column Forms: Fabricate of two (2) pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.

J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.

K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:

1. Working drawings of formwork are submitted.

2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.

3. Form ties have removable cones, which are filled to match concrete.

4. Joints in panels are fully watertight.

5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.

L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.

M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.

O. Shoring: As designed and executed by Contractor to support all loads.

P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.

Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

A. Air Entraining Admixture: ASTM C260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:

a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.

b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:

a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two (2) hours if necessary.

b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental

considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND

A. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT

A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.

B. Membrane: 6 mil polyethylene film.

C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

D. Preformed Expansion Joint Filler:

1. Bituminous type conforming to the requirements of ASTM D994.

2. Nonextruding type, self-expanding cork, ¾-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.

E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.

F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.

G. Inserts: Galvanized steel to fit the proposed hanger or support.

H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and one-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.

I. Burlap Mats: Conform to AASHTO Specification M182.

J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.

K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the Engineer, provided they are not considered to replace structurally the displaced concrete.

B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.

C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than four percent (4%) of the area of cross section on which strength is calculated or which is required for fire protections.

D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.

E. Except when plans for conduits and pipes are approved by the Engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:

1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.

2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

F. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:

1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.

2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.

4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.

5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3. EXECUTION

3.01 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.

B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed 4 inches. Air entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.

C. The amount of air entrained in the freshly mixed concrete shall not be less than three percent (3%) nor more than six percent (6%). The minimum cement content in sacks per cubic yard of concrete shall not be less than 6 sacks per cubic yard for Class "A" concrete.

D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready mixed concrete shall conform to the "Standard Specifications for Ready Mixed Concrete", (A.S.T.M. designation C 94).

1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1. Date and time leaving plant Additives (if any)

2. Type of cement and weight Site arrival time

3. Quantity of water and time added Site leaving time

D. Concrete

1. Ready mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.

2. Excessive over mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.

3. Concrete shall not remain in a transit mixer or agitator truck more than ninety (90) minutes after the water has been introduced, and not for more than forty-five (45) minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be fifty (50) revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8 1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:

   .37 (lbs/lb) – Concrete with superplasticizer
   .38 (lbs/lb) – Concrete in Marine Environments
   .45 (lbs/lb) – Class A concrete without superplasticizer
   .55 (lbs/lb) – Class B concrete without superplasticizer
   .65 (lbs/lb) – Class C concrete without superplasticizer

3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.

   7 inches plus or minus 1 inch for Class A and B with superplasticizer.
   8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four (4) hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1 inch minimum layer of 1:2 1/2 cement sand grout, with a 6 inch to 8 inch slump, placed on existing concrete not more than twenty (20) minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than twenty (20) minutes between layers or lifts.

6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately thirty (30) minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.

7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to ensure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately

coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.

3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, thirty percent (30%) solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of seven (7) days for normal Portland cement or four (4) days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured four (4) days.

2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.

3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least eighteen (18) hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of 24 bar diameters but not less than 12 inches.

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.

D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.

F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.

B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete.

Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.

F. Slots, chases, recesses, or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.

G. Box out for all temporary openings and build forms to seal them up when and as required.

H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the manufacturer's instructions.

I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.

J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

L. Bonding to Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40°F.

Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, columns, and piers	5 days	3 days	70
Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least six inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one-part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

Finish Designation	Area Applied
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than two inches, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inches or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish Designation	Area Applied
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than ten percent (10%): Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.

C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.

F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least twenty (20) days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.

G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.08 TESTS

A. Compressive strength tests shall be made by breaking standard 6 inch diameter by 12 inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C 31 and C 39, latest revision. Four (4) specimen test cylinders shall be taken from each pour of five cubic yards or more. One additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.

D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation and shall be protected from accidental damage at all times.

E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.09 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab on grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.

C. Water Stops. Material for water stops shall be 9 inch PVC multi rib center bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03 60 00
GROUTING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools and equipment and perform all grouting as specified hereinafter and indicated on the Drawings.

1.02 RELATED WORK

A. Section 03 30 00: Cast-In-Place Concrete

1.03 SUBMITTALS

A. Submit manufacturer's literature for review on the following items:

1. Non-shrink grout data including grout properties, mixing, surface preparation and installation instructions.

1.04 DELIVERY AND STORAGE

A. Deliver and store grouting materials in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Non-shrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Non-shrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clean all bonding surfaces or dust and oil.

3.02 INSTALLATION

A. Non-shrink Grout:

1. Use non-shrink, nonmetallic grout for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates. Use epoxy grout for anchor bolts, etc., where indicated on the Drawings.

2. Mix and place non-shrink grout as recommended by the manufacturer.

3. Mix grout as close to the work area as possible and transport quickly to its final position in a manner which will not permit segregation of materials.

4. Cure non-shrink grout with water saturated burlap for at least three (3) days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.

5. Do not operate machinery set on grout pads until the grout has cured for at least twenty-four (24) hours.

END OF SECTION

SECTION 31 11 00
CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the Owner's Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with 2-inch by 4-inch fencing. The Owner shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required maintaining their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one foot below the finished ground surface. The surface shall then be plowed to a depth of at least 6 inches and all roots thereby exposed shall be removed to a depth of at least one foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner’s property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written

permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 31 22 00
GRADING

PART 1 - GENERAL

1.01 Work Includes

A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.

B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.

C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six inches below such subgrade or finished grade elevation.

D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard 0" for the Florida State Department of Transportation.

2.02 Embankment

A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.

B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three wheel power roller weighing not less than 10 tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six inches in depth and thoroughly compacted by mechanical tampers.

D. Where rock only is available, it shall be placed in loose layers not exceeding two feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.

E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.

F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.

G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

SECTION 31 23 00

EXCAVATION AND FILL

PART 1. GENERAL

1.01 SCOPE

A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing, and replacing topsoil.

2. Excavation and backfill for pipe trenches.

3. Excavation and embankment for road, grading and drainage of the site.

4. Excavation and backfill for buildings and structures.

5. Borrow excavation.

1.02 REFERENCES

A. AASHTO T 180: (2017) Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

B. AWWA C600: (2017) Installation of Ductile-Iron Mains and Their Appurtenances

C. ASTM C33/C33M: (2018) Standard Specification for Concrete Aggregates

D. ASTM C136/C136M: (2019) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

E. ASTM D698: (2012; E 2014; E 2015) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))

F. ASTM D1140: (2017) Standard Test Methods for Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing

G. ASTM D1556/D1556M: (2015; E 2016) Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method

H. ASTM D1557: (2012; E 2015) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3) (2700 kN-m/m3)

I. ASTM D2487: (2017; E 2020) Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

J. ASTM D4318: (2017; E 2018) Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

K. ASTM D4718/D4718M: (2015) Standard Practice for Correction of Unit Weight and Water Content for Soils Containing Oversize Particles

L. ASTM D6938: (2017a) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

M. EM 385-1-1: (2014) Safety -- Safety and Health Requirements Manual

1.03 DEFINITIONS

A. Satisfactory materials comprise any materials classified by ASTM D2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP, SM, SW-SM, SC, SW-SC, SP-SM, SP-SC, CL, ML, and CL-ML. Satisfactory materials for grading comprise stones less than 8 inches, except for fill material for pavements which comprise stones less than 3 inches in any dimension.

B. Materials which do not comply with the requirements for satisfactory materials are unsatisfactory. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material. Notify the Contracting Officer when encountering any contaminated materials.

C. Cohesionless materials include materials classified in ASTM D2487 as GW, GP, SW, and SP. Cohesive materials include materials classified as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesionless only when the fines are non-plastic. Perform testing, required for classifying materials, in accordance with ASTM D4318, ASTM C136/C136M and ASTM D1140.

D. Degree of compaction required, except as noted in the second sentence, is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D1557 abbreviated as a percent of laboratory maximum density. Since ASTM D1557 applies only to soils that have 30 percent or less by weight of their particles retained on the 3/4 inch sieve, express the degree of compaction for material having more than 30 percent by weight of their particles retained on the 3/4 inch sieve as a percentage of the maximum density in accordance with AASHTO T 180 and corrected with ASTM D4718/D4718M. To maintain the same percentage of coarse material, use the "remove and replace" procedure as described in NOTE 8 of Paragraph 7.2 in AASHTO T 180.

E. Material suitable for top-soils obtained from onsite topsoil stripping within grading limits or offsite areas is defined as: Natural, friable soil representative of productive, well-drained soils in the area, free of subsoil, stumps, rocks larger than one inch diameter, brush, weeds, toxic substances, and other material detrimental to plant growth. Amend topsoil pH range to obtain a pH of 5.5 to 7.

F. Hard/Unyielding materials comprise weathered rock, dense consolidated deposits, or conglomerate materials which are not included in the definition of "rock" with stones greater than 3 inches in any dimension or as defined by the pipe manufacturer, whichever is

smaller. These materials usually require the use of heavy excavation equipment, ripper teeth, or jack hammers for removal.

G. Solid homogeneous interlocking crystalline material with firmly cemented, laminated, or foliated masses or conglomerate deposits, neither of which can be removed without systematic drilling and blasting, drilling and the use of expansion jacks or feather wedges, or the use of backhoe-mounted pneumatic hole punchers or rock breakers; also large boulders, buried masonry, or concrete other than pavement exceeding 1/2 cubic yard in volume. Removal of hard material will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

H. Unstable materials are too wet to properly support the utility pipe, conduit, or appurtenant structure.

I. Select granular material consist of materials classified as GW, GP, SW, or SP by ASTM D2487 where indicated. The liquid limit of such material must not exceed 35 percent when tested in accordance with ASTM D4318. The plasticity index must not be greater than 12 percent when tested in accordance with ASTM D4318, and not more than 35 percent by weight may be finer than No. 200 sieve when tested in accordance with ASTM D1140.

J. Initial backfill consists of select granular material or satisfactory materials free from rocks 3 inches or larger in any dimension or free from rocks of such size as recommended by the pipe manufacturer, whichever is smaller. When the pipe is coated or wrapped for corrosion protection, free the initial backfill material of stones larger than 1 inch in any dimension or as recommended by the pipe manufacturer, whichever is smaller.

K. Expansive soils are defined as soils that have a plasticity index equal to or greater than 20 when tested in accordance with ASTM D4318.

1.04 CHARACTER OF MATERIAL.

A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.05 DESCRIPTION

A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor

shall have not claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

C. The term "subgrade" as used herein shall have the meaning given below:

1. The bed of a trench prepared as specified to receive pipes or other conduits.

2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests.

3. The surface of excavation or embankment areas prepared to receive topsoil.

4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2. MATERIALS

2.01 TOPSOIL

A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches. On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.

B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be affected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

A. In locations where the working space is limited, the material excavated from the first 100 feet of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right of way

lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right of way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at their own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at their own cost and expense, furnish such other suitable material as may be necessary.

C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.

B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.

C. No timber sheeting, bracing or shoring shall be left within 18 inches of any natural ground surfaces or within 12 inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner and shall not be entitled to additional compensation for such corrective work.

PART 3. EXECUTION

3.01 ORDER OF WORK

A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on their work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.

3.02 GENERAL EXCAVATION

A. Perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Perform the grading in accordance with the typical sections shown and the tolerances specified in paragraph FINISHING. Transport satisfactory excavated materials and place in fill or embankment within the limits of the work. Excavate unsatisfactory materials encountered within the limits of the work below grade and replace with satisfactory materials as directed. Include such excavated material and the satisfactory material ordered as replacement in excavation. Dispose surplus satisfactory excavated material not required for fill and unsatisfactory excavated material as specified in paragraph DISPOSITION OF SURPLUS MATERIAL. During construction, perform excavation and fill in a manner and sequence that will provide proper drainage at all times. Excavate material required for fill or embankment in excess of that produced by excavation within the grading limits from other approved areas selected by the Contractor as specified.

3.03 BOTTOM PREPARATION

A. Grade the bottoms of trenches accurately to provide uniform bearing and support for the bottom quadrant of each section of the pipe. Excavate bell holes to the necessary size at each joint or coupling to eliminate point bearing. Remove stones of 1 inch or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, to avoid point bearing.

3.04 REMOVAL OF UNYIELDING MATERIAL

A. Where unyielding material is encountered in the bottom of the trench, remove such material 6 inch below the required grade and replaced with suitable materials.

3.05 REMOVAL OF UNSTABLE MATERIAL

A. Where unstable material is encountered in the bottom of the trench, remove such material to the depth directed and replace it to the proper grade with select granular material as provided. When removal of unstable material is required due to the Contractor's fault or

neglect in performing the work, the Contractor is responsible for excavating the resulting material and replacing it without additional cost to the Government.

3.06 SEWER LINES AND GRADES.

A. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

B. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the Contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of their anticipated trenching schedule so that avoidable delay in the work will not occur.

C. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:

1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right angle offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.

D. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

E. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.07 WIDTH AND DEPTH OF TRENCHES

A. From the subgrade elevation to an elevation at least 12 inches above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches nor more than 16 inches wider nor more than eight inches in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.

B. From a point 12 inches above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches. If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at thier own cost and expense. Where sewers are to be constructed on rights of way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights of way and can be carried on without damage to adjoining property.

C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bank run gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.08 PREPARATION OF FOUNDATION

A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower 90 degrees of the circumference of the pipe, i.e., so that one fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.

B. Bell holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support 90 degrees of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.

C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.09 CONCRETE CRADLE AND ENCASEMENT

A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.

B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at their own expense either concrete cradle or encasement as directed by the Engineer.

C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.

D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.10 LENGTH OF OPEN TRENCH

A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed 300 feet and 100 feet, respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet of the end of the open trench.

B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipelines, if, in their judgment, such action is necessary, and the Contractor

shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.

C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at their own cost and shall not again open said trench until he is ready to complete the structure therein.

3.11 ACCOMMODATION OF TRAFFIC

A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at their own expense as may be necessary to keep the street or road open and safe for traffic.

B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.

C. The Contractor shall not obstruct fire hydrants.

D. The roadway on one side of the line of work shall be kept open at all times.

E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet in width, shall be preserved free from all obstruction.

F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.

G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete their work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange their work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.12 ACCOMMODATION OF DRAINAGE

A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the Engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.

B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at their own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.

C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.13 PUMPING

A. The Contractor shall keep all excavations free from water, at their own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.

B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress or produce any impediment to the use of the highways, roads, lanes, and streets by the public.

D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the Contractor.

3.14 EMBANKMENT

A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at their own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.

B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.

C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.

D. The material for embankment shall be deposited in layers of not more than nine inches in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.15 BACKFILLING TRENCHES

A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances.

2. Eliminate settlement of the backfilled material.

B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at their own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.

C. The procedure of backfilling shall be as follows:

1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet above the top of pipe or conduit, shall be refilled with clean earth deposited in four-inch layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.

2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.

3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.

D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.

F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stores not more than six inches in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.

G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.

H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at their own cost and expense.

I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.

J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or their representatives; the Contractor will supply and pay for the testing.

3.16 BORROW EXCAVATION

A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from

borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.

B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.

C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as not to detract from the general appearance of the improvement and shall not create unsatisfactory conditions.

D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.17 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.

2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.

3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six

inches in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.18 REPLACEMENT OF UNYIELDING MATERIAL

A. Replace unstable material removed from the bottom of the trench or excavation with select granular material placed in layers not exceeding 6 inches loose thickness.

3.19 RESPONSIBILITY FOR CONDITION OF EXCAVATION

A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extend relieve the Contractor of any responsibility concerning the condition of excavation or of any of their obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or their agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of their obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.20 PROTECTION OF PROPERTY AND STRUCTURES

A. The Contractor shall, at their own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of their work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting their excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over their excavation, or in the vicinity of their work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by their work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.

C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private

property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.21 OBSTRUCTION SHOWN ON DRAWINGS

A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities forty-eight (48) hours in advance of their activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.22 REMOVAL OF OBSTRUCTIONS

A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at their own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.

C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of their responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

D. Except where trees are in rights of way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.23 CHANGE OF EXCAVATION LOCATION

A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.24 TESTING

A. Perform testing by a commercial testing laboratory or the Contractor's validated testing facility. Submit qualifications of commercial testing laboratory or the Contractor's validated testing facilities to Engineer for approval. If the Contractor elects to establish testing facilities, do not permit work requiring testing until the Contractor's facilities have been inspected, validated and approved by the Engineer.

1. Determine field in-place density in accordance with ASTM D6938. When ASTM D6938 is used, check the calibration curves and adjust using only the sand cone method as described in ASTM D1556/D1556M. ASTM D6938 results in a wet unit weight of soil in determining the moisture content of the soil when using this method.

2. Check the calibration curves furnished with the moisture gauges along with density calibration checks as described in ASTM D6938; check the calibration of both the density and moisture gauges at the beginning of a job on each different type of material encountered and at intervals as directed by the Contracting Officer. When test results indicate, as determined by the Contracting Officer, that compaction is not as specified, remove the material, replace and recompact to meet specification requirements.

3. Perform tests on recompacted areas to determine conformance with specification requirements. Appoint a registered professional civil engineer to certify inspections and test results. State that the tests and observations were performed by or under the direct supervision of the engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

B. Fill and Backfill Material Gradation

1. One test per 500 cubic yards stockpiled or in-place source material. Determine gradation of fill and backfill material in accordance with ASTM C136/C136M and ASTM D1140.

C. In-Place Densities

1. One test per 2500 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by other than hand-operated machines.

2. One test per 500 square feet, or fraction thereof, of each lift of fill or backfill areas compacted by hand-operated machines.

D. Check Tests on In-Place Densities

1. One check test per lift for each 10,0000 square feet, or fraction thereof, of each lift of fill or backfill compacted by other than hand-operated machines.

2. One check test per lift for each 1,000 square feet, of fill or backfill areas compacted by hand-operated machines.

E. In the stockpile, excavation, or borrow areas, perform a minimum of two tests per day per type of material or source of material being placed during stable weather conditions. During unstable weather, perform tests as dictated by local conditions and approved by the Contracting Officer.

F. Perform tests for each type material or source of material to determine the optimum moisture and laboratory maximum density values. One representative test per 500 cubic yards of fill and backfill, or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

G. Perform continuous checks on the degree of finish during construction of the subgrades.

H. After other required tests have been performed and the trench backfill compacted to 2, feet above the top of the pipe, inspect the pipe to determine whether significant displacement has occurred. Conduct this inspection in the presence of the Contracting Officer. Inspect pipe sizes larger than 36 inches, while inspecting smaller diameter pipe by shining a light or laser between manholes or manhole locations, or by the use of television cameras passed through the pipe. If, in the judgment of the Contracting Officer, the interior of the pipe shows poor alignment or any other defects that would cause improper functioning of the system, replace or repair the defects as directed at no additional cost to the Government.

3.25 FINISHING

A. Finish the surface of excavations, embankments, and subgrades to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. Provide the degree of finish for graded areas within 0.1 foot of the grades and elevations indicated except that the degree of finish for subgrades. Finish gutters and ditches in a manner that will result in effective drainage. Finish the surface of areas to be turfed to a smoothness suitable for the application of turfing materials. Repair graded, topsoiled, or backfilled areas prior to acceptance of the work, and re-established grades to the required elevations and slopes.

B. During construction, keep embankments and excavations shaped and drained. Maintain ditches and drains along subgrade to drain effectively at all times. Do not disturb the finished subgrade by traffic or other operation. Protect and maintain the finished subgrade in a satisfactory condition until ballast, subbase, base, or pavement is placed. Do not permit the storage or stockpiling of materials on the finished subgrade. Do not lay subbase, base course, ballast, or pavement until the subgrade has been checked and approved, and

in no case place subbase, base, surfacing, pavement, or ballast on a muddy, spongy, or frozen subgrade.

C. Place a capillary water barrier under concrete floor and area-way slabs grade directly on the subgrade and compact with a minimum of two passes of a hand-operated plate-type vibratory compactor.

D. Construct areas within 5 feet outside of each building and structure line true-to-grade, shape to drain, and maintain free of trash and debris until final inspection has been completed and the work has been accepted.

E. On areas to receive topsoil, prepare the compacted subgrade soil to a 2 inches depth for bonding of topsoil with subsoil. Spread topsoil evenly to a thickness of 4 inches and grade to the elevations and slopes shown. Do not spread topsoil when frozen or excessively wet or dry. Obtain material required for topsoil in excess of that produced by excavation within the grading limits from offsite areas.

3.26 CLEANUP

A. As the trenches are filled in and the work completed, the Contractor shall immediately and at their own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.

B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet from the head of the open trench, unless otherwise authorized by the Engineer.

3.27 MAINTENANCE OF BACKFILLED TRENCH SURFACES

A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 31 23 13
SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Subgrade preparation for structures, pavement, and piping will necessitate undercutting the entire area plus a margin of 10 feet to a depth of 18 inches below and backfilling with compacted granular backfill so as to produce a stable working platform for construction. The backfill material should consist of a well graded crushed aggregate such as an FDOT No. 57 rock which should be uniformly compacted. The concept is to provide a relatively free-draining platform upon which to form and construct structures, pavement, and piping.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Finish proof rolling on an exposed subgrade free of surface water (wet conditions resulting from rainfall) which would promote degradation of an otherwise acceptable subgrade. After stripping, proof roll the existing subgrade of the roads and parking areas with six passes of a dump truck loaded with 4 cubic yards of soil. Operate the truck in a systematic manner to ensure the number of passes over all areas, and at speeds between 2-1/2 to 3-1/2 mph. Notify the Contracting Officer a minimum of 3 days prior to proof rolling. Perform proof rolling in the presence of the Contracting Officer. Undercut rutting or pumping of material as directed by the Contracting Officer and replace with fill and backfill material.

B. Shape subgrade to line, grade, and cross section, and compact as specified. Include plowing, disking, and any moistening or aerating required to obtain specified compaction for this operation. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed. Excavate rock encountered in the cut section to a depth of 6 inches below finished grade for the subgrade. Bring up low areas resulting from removal of unsatisfactory material or excavation of rock to required grade with satisfactory materials, and shape the entire subgrade to line, grade, and cross section and compact as specified. After rolling, do not show deviations for the surface of the subgrade for roadways greater than 1/2 inch when tested with a 12-foot straightedge applied both parallel and at right angles to the centerline of the area. Do not vary the elevation of the finish subgrade more than 0.05 foot from the established grade and cross section.

C. Finish compaction by sheepsfoot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Except for paved areas and railroads, compact each layer of the embankment or subgrade to at least 95 percent of laboratory maximum density.

D. Compact subgrade for pavements to at least 95 percentage laboratory maximum density for the depth below the surface of the pavement shown. When more than one soil classification is present in the subgrade, thoroughly blend, reshape, and compact the top 12 inches of subgrade.

3.02 TESTING

A. Perform testing in accordance with 31 23 00 – Excavation and Fill

END OF SECTION

SECTION 31 23 19
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 31 23 33
TRENCHING, BACKFILLING, AND COMPACTING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling, and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor, and materials, and performing all operations necessary and incidental to perform the required work.

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material, which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the Engineer. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the Engineer. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends, or cuts to branches over a half inch (1/2") diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of one-quarter (1/4) of the pipe diameter below the bottom of the pipe but in no case less than four inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the Engineer shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the Engineer in writing.

a. Suitable earth or sand compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials stabilized after removal and then replaced and compacted in the trench at no additional cost to the Owner.

2. The Engineer shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The Engineer reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than two feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the Contractor's responsibility to provide, at no additional cost to the Owner, such additional bedding or select backfill materials as the Engineer may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case, will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the Contractor will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel, or other material satisfactory to the Engineer shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the Owner.

E. Structural (For inlets, manholes, and similar structures):

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12 inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the Contractor.

2. After excavation for a structure is completed, the Contractor shall notify the Engineer to that effect. No concrete or reinforcing steel shall be placed until the

Engineer has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The Contractor shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures, and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the Contractor during backfilling operations as directed by the Engineer. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the Engineer in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The Contractor will not be allowed to discharge water into the Owner's storm drainage system without the written approval of the Engineer. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The Contractor is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The Contractor shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock, or other material approved by the Engineer shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least one foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of six inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12 inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of six inches. Compaction shall be carried out to achieve a density of at least 98 percent (98%) of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to one foot over the pipe, as specified, provided the method is first approved by the Engineer and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300 feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the Contractor to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber, or other debris. Backfill shall be placed in horizontal layers not in excess of nine inches in thickness, and have moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys, and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the Engineer. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98 percent (98%) of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks, and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the Contractor. The Contractor shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the Owner.

3.08 TESTS

A. The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer. The Contractor shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 32 10 00
BASES, BALLASTS AND PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work covered and described in this section includes the furnishing and construction of paved surfaces, including roadways, driveways, bicycle paths, shoulders, and other paved surfaces, or paving work as shown or indicated on the drawings, specified herein, and as listed in this contract.

B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road Bridge Construction" latest Edition (Divisions II and III) and Design Standards", latest Edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Owner/Engineer shall determine which shall govern. Reference to the Department of Transportation Standards, to the Department or its representatives shall be interpreted for this contract to be the Owner/Engineer or their authorized representative.

PART 2 - MATERIALS

2.01 SUBBASE

A. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed lime rock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.02 BASE COURSE

A. The base course material used shall be that specified in the plan sheets or contract documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Owner/Engineer and supplied by the Contractor.

B. The lime rock base material shall have a minimum of seventy percent (70%) carbonates, calcium and magnesium and no more than three percent (3%) water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100, nor be large amounts of extremely hard pieces of clay pockets.

C. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in FDOT Standards and Specifications for Road and Bridge Construction Latest Edition, The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.

1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Owner/Engineer. The design mix shall be submitted for approval at least thirty (30) calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be based on the maximum density of the soil, determined in accordance with AASHTO T 99 and a thickness one inch greater than the base course thickness shown on the plans.

D. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of FDOT Standards and Specifications for Road and Bridge Construction, Latest Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Owner/Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Owner/Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshal properties within the limits of Appropriate Table of the FDOT Standards and Specifications for Road and Bridge Construction, latest Edition.

E. Coquina shell used in the base course shall have an organic material of not greater than 0.5% or contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half inch ring.

F. Recycled concrete aggregate used in the base course shall conform to Appropriate Section, graded aggregate base, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.03 PRIME AND TACK COATS

A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.

B. The prime coat shall be Cut-back asphalt Grade RC-70 or RC-250;Emulsified Asphalt Grades SS-I , CSS-I, SS-1H or CSS-1H diluted in equal proportion with water or other types and grades of bituminous material specified or approved by the Owner/Engineer.

C. The tack coat shall be RA-500 heated to a temperature of 250°F to 300°F. For undiluted Emulsified Asphalt, Grades RS-1 or RS-2 heated to a temperature of 140°F to 180°F.

D. A cover material must be placed on the prime coat to ensure that the prime coat remains intact until the surface course is placed.

2.04 ASPHALT WEARING SURFACE

A. The bituminous wearing surface applied shall be that specified in the plan sheets or contract documents. If no asphalt mix is specified, Type SP-9.5 Super Pave asphaltic concrete shall be used as the paving material, unless otherwise indicated.

B. The asphaltic mixture shall be transported to the site at a temperature of 300°F to 350°F. Mixtures that have cooled below 270°F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five (5) loads thereafter.

C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two (2) weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Owner/Engineer.

PART 3 - EXECUTION

3.01 SUBBASE

A. Prior to installation of base material, the area shall be graded to within 0.2 feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of 75 psi or lime rock bearing ratio (LBR) greater than 40 pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six-inch minimum depth.

B. Density test for subbase materials shall be taken at 300-foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Owner/Engineer's discretion.

3.02 BASE COURSE

A. The base course shall be constructed on the prepared subgrade, in accordance with the specifications and plan sheets. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the plan sheets is subject to the approval of the Owner/Engineer. Any deviations not approved by the Owner/Engineer shall be repaired to the satisfaction of the Owner/Engineer at no expense to the Owner.

B. Lime Rock Base

1. Lime rock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two (2) courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two (2) courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.

2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Owner/Engineer.

3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15-foot straight edge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer.

4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200-foot intervals at various points in the cross section. Where the compacted thickness is deficient by 1/2 inch or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.

5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed ninety percent (90%) of the optimum moisture of the base material.

C. Soil Cement Base

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.

2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty (60) minutes after the cement has been applied. Processing may be to full depth in one (1) course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results. Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.

3. Central plant mixtures shall have been mixed for at least thirty (30) seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.

4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than ninety-five percent (95%) of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.

5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than two percent (2%) less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, and free of compaction planes, cracks, ridges and loose material.

6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.

7. The finished surface of the base shall be tested with a template and a 15-foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer.

8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at .15 to .20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of .20 of .25 gallons per square yard. If the Owner/Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

D. Asphalt Base Course

1. Asphalt base courses shall be applied in accordance with FDOT Standards and Specifications for Road and Bridge Construction, Appropriate Section. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Owner/Engineer and approved before being implemented.

2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40°F and rising, provided that the sub-grade is not frozen or affected by frost.

3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300°F and 350°F. Any mixture caught by rain in transit may be laid at the Contractor's own risk; if removal and replacement is required, it shall be at the expense of the Contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

E. Recycled Concrete Base Course

1. Recycled concrete base course shall be transported, spread compacted and finished per Appropriate Section, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

F. Compaction.

1. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Owner/Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.

2. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required.

3. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one-inch thick, overbuild courses less than one-inch thick and open graded friction courses.

G. Shell Base Material

1. Shell base material shall be constructed on the prepared subgrade in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.

2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for lime rock base, except that the testing methods shall be modified in the laboratory and in the field. At least three (3) density determinations shall be made on each day's final compaction operations.

3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be re-watered and compacted to the required density. The finished surface shall be tested with a

template and 15-foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.03 ASPHALT WEARING SURFACE

A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the plans and specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type SP-9.5 Super Pave Asphaltic Concrete. A job mix formula shall be submitted to the Owner/Engineer for approval at least two (2) weeks prior to the application of paved surfaces.

B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Owner/Engineer. The temperature shall be at least 40°F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between 270°F and 350°F.

C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the string line method. The depth of each layer shall be checked every 50 feet.

D. The mixture shall be compacted to its final depth, no less than 1-1/4 inch and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.

E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset 6 inches to 12 inches laterally between layers.

F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.

G. The finished surface shall be tested with a template and 15-foot rolling straight edge. Any irregularities shall be repaired to the satisfaction of the Owner/Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Owner/Engineer.

3.04 CURING COAT

A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.

B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.

C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement; the bituminous material shall be sanded, using approximately 10 pounds of clean sand per yard.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and incidentals required to install interlocking concrete pavers in accordance with the drawings and as specified.

1.02 QUALITY ASSURANCE

A. Comply with all requirements of local, state and federal regulatory agencies.

B. Comply with Florida Department of Transportation Specifications for road and bridge construction, latest edition.

1.03 SAMPLE APPROVAL

A. Sample Installation: Prior to installation of concrete pavers on concrete slab provide sample panel using materials shown or specified for final work. Build panel at the site as directed, of full thickness and approximately 4'x3'. Obtain Owner's representative acceptance of visual qualities of the panels before start of interlocking concrete pavers work. Retain panel during construction as a standard for judging completed work.

B. Remove and re-install sample until work is approved by Owner's Representative.

1.04 DELIVERY, STORAGE AND HANDLING

A. Protect interlocking concrete paver materials during storage and construction from a groundwater and from staining or intermixture with earth or other types of materials.

1.05 TOLERANCE

A. All work shall be checked with 10-foot straight edge and the edge treatment shall not exceed 1/2-inch in ten feet. Remove and replace all work that does not meet tolerances.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Interlocking pavers shall meet the requirements set forth in ASTM C936 Specifications with a minimum compressive strength of 8,000 psi and average absorption of five percent (5%), no greater than seven percent (7%).

B. Pavers: As manufactured by Tremron, Telephone 904-359-5900, type and size as shown on drawing, or approved equal.

C. Water: Shall be clean and free from deleterious materials, suitable for drinking and range from 50°F to 70°F.

D. Portland Cement: To comply with Standard Specifications for American Society for Testing materials, C-150, Type 1. Cement shall be a standard produce, the name of which shall be submitted for approval.

E. Sand: For setting bed mixture shall conform to ASTM designation C-144-66T and shall be small sharp grains.

F. Sand: For filling paving jointing shall be washed silica sugar type.

G. Plain Cement Concrete Sub-slab and Integral Banding: To be in accordance with concrete Works Section.

H. Sand/Cement Setting Bed: Three (3) parts sand to one (1) part Portland Cement by volume and thoroughly dry mixed mechanically.

PART 3 – EXECUTION

3.01 GENERAL

A. Install all concrete pavers as shown on drawings and materials to be per manufacturer's specification and these specifications.

3.02 SUB-BASE

A. Compact the road sub-base to a density of ninety-five percent (95%).

3.03 SUB-SLAB

A. Construct sub-slab as shown on drawings. Refer to Civil Eng. Drawings and specifications for further details.

3.04 SAND/CEMENT LEVELING BED

A. Place sand cement setting bed material on concrete sub-slab carefully tamp and screed dry sand cement material to proper elevation to receive pavers.

3.05 PAVERS

A. Install pavers with hand tight joining on sand bed as recommended by the manufacturer. Only saw cut pavers will be accepted where pavers must be cut.

B. Cut all paver units with motor driven saw with diamond blade to provide clean, sharp, unchipped edges. Cut units to provide patterns shown and to fit adjoining work neatly.

C. After all pavers are placed go over entire installation with flat steel plated vibrator (“Wacker” or approved equal to seat pavers firmly in to sand leveling bed). The finish grade pavers shall match adjacent pavement surfaces.

D. Fog or mist all pavers sufficiently to set sand cement setting bed with potable and clean water. This shall be done on the same working day as the placement of the setting bed.

E. After laying the pavers and fogging or misting setting bed, Contractor shall place dry silica sand over the laid pavers and shall sweep the sand in two different directions, filling all joints between the laid pavers. All surplus sand shall be thoroughly removed from surface and off the site.

F. Protect all complete work from vehicular or pedestrian traffic for a period of forty-eight (48) hours.

3.06 CLEAN UP:

A. Police and remove all construction debris, trash from site and dispose of legally off the property.

END OF SECTION

SECTION 32 84 00
PLANTING IRRIGATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment, and incidentals necessary to install a fully automatic irrigation system providing for 100% coverage, in accordance with the drawings and as specified.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 32 90 00 - Planting

1.03 GENERAL REQUIREMENTS

A. These specifications and drawings will govern all of the work, expressed or implied, necessary to install the irrigation system.

B. Completion of work will mean full and exact compliance and conformity with all the provisions expressed or implied by drawings and specifications.

1.04 CONTRACTOR RESPONSIBILITIES

A. Provide all equipment, materials and labor necessary for completion of work.

B. Obtain all necessary permits, licenses and fees necessary for completion of the work.

C. Provide safe storage for all equipment and materials.

D. Comply with all applicable codes.

E. Coordinate all work around underground utilities with Owner and General Contractor to avoid conflict with other portions of the work on this project.

F. Repair, at no cost to the Owner, any damage occurring to the area by his work or his employees.

G. Carry all necessary insurance as specified in the General Conditions.

H. Make all necessary final adjustments to fine tune system to provide one hundred percent (100%) coverage and protect new or existing structures.

1.05 SUBMITTALS

A. All submittals are to be made in writing per the General Conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All products are to be those expressed or implied on the drawings.

B. All products must conform to their respective codes and regulations.

C. All products are to be installed and utilized in accordance with manufacturer's recommendations, Florida Irrigation Society Standards, and general irrigation installation standards.

PART 3 - EXECUTION

3.01 PREPARATION

A. The Contractor must examine the area and conditions under which the landscape irrigation system is to be installed and notify the Owner's Representative in writing of conditions detrimental to the proper and timely completion of the work. The Owner's Representative will notify, in writing, the Contractor as to the proper procedure or action to be taken to correct the problem.

B. All sprinkler head locations will be staked and approved by the irrigation contractor prior to installation. Should any location adjustments be required, the Owner's Representative shall be consulted for approval.

C. Trenches for pipes will be excavated of sufficient depth and width to permit proper handling and installation of pipe and fittings. Trenches will be trimmed to a uniform bed, free from rocks, clods or other sharp edged objects. A radius of four inches from the pipe shall be clean soil or sand free from rocks, large stones or other unsuitable material. All pipes will be firmly supported by compacted soil or sand. The compaction shall be as stated in these specifications.

3.02 INSTALLATION/APPLICATION/PERFORMANCE

A. All main lines will be buried to a depth as to have a minimum cover of 24 inches. All other piping will have a minimum cover of 12 inches except as noted on the drawings.

B. Where practical, pipe will be assembled and/or welded on the surface and when

lowered into trench will be snaked from side to side of trench bottom to allow for expansion and contraction.

C. PVC Pipe & Fittings:

1. Solvent weld pipe and fittings will be assembled using solvents and methods as recommended by the manufacturer and meeting ASAE 5376.1 Standards.

2. Gasketed pipe (applicable with main lines only, if used): Pipe will be assembled by using approved lubricants and fittings. Pipe shall be seated completely into fittings prior to laying into trenches.

3. Threaded Pipe will be assembled with Teflon tape on all threaded surfaces.

4. Joints will be made to hand tight then tightened 1/2 turn more with strap type wrench. No pipe dope will be allowed on PVC products.

5. Polyurethane pipe will have a sufficient wall thickness to ensure non-bursting at two times the operating pressure (250 psi minimum). Compatible, barbed or threaded type fitting will be used in conjunction with this pipe.

6. All fittings will be thoroughly cleaned of dirt, dust and moisture before applying solvents, tapes, or lubricants.

D. Pipe openings will be plugged during construction to prevent entrance of foreign materials.

E. All connections between PVC pipe and metal valves or steel pipe shall be made with threaded type fittings using PVC male adapters with teflon tape applied to the male threads. Make-up with light wrench pressure. (Steel pipe will not be threaded into plastic fittings.)

F. All pipe or wiring under paving will be placed in separate Schedule 40 PVC sleeves and conduit respectively for the full pavement covered length. Burial depth of sleeves will be the same as that required for the pipes or wires contained therein. Except under roadway, then to FDOT Standards - 4" steel sleeving, 36" depth min.

G. Pipe and valve location may be adjusted to facilitate construction and minimize cost insomuch that design intent of computation criteria is not affected. All adjustments will be coordinated with the Owner's Representative prior to implementation and will be recorded on the "Record Drawings" submitted to the Owner's Representative.

H. All wiring from the irrigation controller to the remote-control valves in the field will be furnished and installed by the irrigation contractor in the same trench as the main line.

All splices will be made using Rain Bird Pen-Tile Connectors, in valve boxes only. All control wires will be a minimum of a UF-14/1UL direct burial copper wire. All common wire will be a minimum of a UF-12/1UL direct burial copper wire (Accept as noted on drawings). Tape control wire every 10 feet. (Refer to trench detail). Provide number tags in the control valve box and the controller to designate zone numbers.

I. All heads will be set at locations specified on drawings to ensure adequate and even coverage.

1. All heads in shrubbery areas will be placed on risers of sufficient height to realize full range and coverage patterns. Refer to landscape drawings for plant material type and size used in irrigated areas.

2. Adjust radius and arc of all heads to realize maximum pattern effectiveness with minimum wastage of water on non-irrigated areas.

3. All sprinklers installed in the vicinity of the building and signs will be adjusted to prevent water from hitting these elements. All sprinklers will also be adjusted to minimize over-spray onto paved surfaces.

4. All heads on risers of 12 inches or more will be rigidly secured in a plumb position using a minimum 30-inch angle iron stake and two (2) stainless steel clamps. All risers will be painted "Black". (Accept as noted on plan).

J. All sprinkler heads around the building will be installed 12 inches from the building. All sprinkler heads next to paving or sidewalks will be installed 12 inches from such paving or sidewalks.

K. All sprinklers installed along parking spaces will be set on the stripe which separates the spaces. Refer to site plans for parking space dimensions.

L. The landscape irrigation controller(s) will be located in the general area as shown on plans. Contractor must notify Owner's Representative prior to installation of controller for approval to proceed with said installation. A type written legend enclosed in transparent protector will be securely attached inside controller door stating the location of areas covered by each remote control valve and the time each valve is to operate.

M. Thrust blocks will be installed on all main line piping at any change of direction fittings. Remote control valve tie-ins, gate valves and elevation changes (Refer to thrust block detail).

N. All trenches that are opened during any particular working day will be closed and backfilled the same day or will be adequately barricaded and marked to ensure

protection and safety. Backfill shall be thoroughly compacted and evened off with adjacent soil level. The irrigation contractor shall do all necessary excavations, backfilling and compaction required for complete installation of the system. Compaction shall be made to the correct density of the material. Finish grade shall be re-established by the Contractor to the satisfaction of the Owner's Representative where any excavations are made this also applies to sod which may be cut by the Contractor.

3.03 CLEANUP

A. During the course of installation, excess and waste materials will be continuously and promptly removed, area kept clear and all reasonable precautions taken to avoid damage to existing structures, plants and grass. When installation in an area has been completed, area will be thoroughly cleaned up. Debris, rubbish and waste materials will be cleaned up and removed from property.

3.04 TESTS

A. Pressure: After all joints have been made and set at least twenty-four (24) hours, flush out lines and hydrostatically test irrigation main at a pressure two times the operating pressure (Min.100 psi) in the presence of the Landscape Architect or Engineer. Pressure will be maintained on pipe for not less than six (6) hours with a maximum of 2 psidrop. Should any leaks be found, the main will be repaired and the line retested until satisfactory. All lateral lines downstream from the remote-control valves will be visually inspected for leaks. Should any be found, they will be repaired. The line shall then be retested until satisfactory (Pressure tank must be isolated from main line during this test).

B. Coverage: When the sprinkler system is completed the Contractor, in the presence of the Owner's Representative, will perform a coverage test to determine if the covering of plant areas is complete and adequate.

3.05 MAINTENANCE BEFORE ACCEPTANCE

A. Provide maintenance for the entire system until final acceptance. Maintenance responsibility will include full operation and maintenance of the irrigation system at no additional expense to the Owner.

B. Provide sufficient full-time personnel who are fully trained in irrigation operation and maintenance procedures.

C. Operation and maintenance shall include but not be limited to the following:

1. Cleaning all equipment, valves, spray heads and pipe.

2. Make repairs necessary for proper operation and functioning of the system.

3. Maintain all spray heads to assure proper emission of designed water quantities.

4. Replace all broken or malfunctioning equipment with new equipment.

5. Train the Owner's maintenance personnel in complete operation and proper maintenance procedures for all equipment.

3.06 FIELD QUALITY CONTROL

A. Substantial Completion:

1. Request for substantial completion shall be made by the Contractor as stated in the General Conditions and Supplements thereto.

2. At the time of inspection, the Irrigation Contractor will demonstrate the entire system to the Owner's Representative, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius and arc of overage, that the system is workable, clean and efficient. This will be a requirement for acceptance of the work.

3. If, during the substantial completion inspection, it is determined that further work needs to be done to meet the conditions of these specifications, said work will be performed as soon as possible. If this results in the rescheduling of this inspection the Contractor will again be responsible to request the inspection.

4. A "Punch List" of deficiencies will be generated upon completion of this inspection.

B. Final Acceptance:

1. Contractor will at this time provide the Owner with the following:

a. Two (2) sprinkler heads of each size and type. Complete with nozzles.

b. Two (2) valve keys for operating gate valves.

c. A complete set of tools to allow the Owner to maintain and/or replace the installed equipment.

1) One (1) phillips head screwdriver.

2) One (1) flat head screwdriver.

3) One (1) set of channel lock pliers.

4) One (1) wire cutter/stripper.

5) One (1) wrench for each different size of nut and/or bolt utilized on this project.

6) One (1) pint solvent cleaner.

7) One (1) pint solvent weld cement.

8) One (1) hacksaw with 2 blades.

9) One (1) strap wrench.

10) One (1) toolbox for tools.

C. Maintenance Manuals for all installed equipment

1. Record Drawing: The Contractor will provide the Owner with two (2) prints of the "Record Drawing" This drawing will show all wire splices, additional heads, deleted heads, change in pipe routing and any other deviation from construction documents.

2. Written Agreement: The Contractor will provide the Owner with a document stating that the Contractor is responsible for all materials and workmanship installed by him on the job for a period of one (1) year from the date of final acceptance by the Owner.

3. Final Release of Lien: Furnish the Owner with Releases of Liens from all his suppliers as well as any subcontractors doing work on his behalf of this project.

END OF SECTION

SECTION 32 90 00
PLANTING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Work required in this section consists of furnishing labor, materials, equipment and services necessary for a complete installation of landscaping to include planting of trees, shrubs, groundcovers and other related items necessary to complete work indicated on drawings and described in specifications.

B. Related Work Described Elsewhere:

1. General Conditions

1.02 QUALITY ASSURANCE

A. The installation shall be by a single firm specializing in landscape horticulture. Trees and plant material shall be provided by the awarded bidder, as specified in the bid form.

B. Awarded bidder shall provide photographs of plant material prior to installation.

C. Standards

1. Nomenclature: Conform to names given in Standardized Plant Names, latest edition, prepared by the American Joint Committee on Horticultural Nomenclature, and Florida Landscape Plants Natural and Exotic by John V. Watkins.

2. All plant material furnished by the Landscape Contractor unless otherwise specified shall be nursery grown stock and be Florida No. I or better in accordance with Grades and Standards for Nursery Plants, State Plant Board of Florida. The Owner and/or Engineer reserve all rights to determine acceptability of plant material submitted for planting.

D. “Final Acceptance” shall mean that point in time when all requirements of project drawings are completed, including any punch-list items, to the satisfaction of the City. The awarded bidder shall be notified in writing of final acceptance by a City representative.

E. “Nursery-grown” shall mean grown in the nursery from liners or collected and then grown in a nursery not less than two (2) years.

F. “Healthy, vigorous condition” shall mean live foliage out to the tips of all branches and stems.

G. Local government reserves the right to reject any and all plant material.

1.03 ALTERNATIVES, ADDITIONS, DELETIONS, SUBSTITUTIONS

A. There are no alternates to the contract documents.

B. The Contractor must have written approval by the Engineer for any substitutions; installation without written approval is entirely at the Contractor's risk.

C. Substitutions shall not be permitted unless proof is submitted that specific plants or sizes are unobtainable. The proposal will be considered for nearest equivalent size or variety with equitable adjustment in accordance with the General Conditions.

D. All material acquired through additions or substitutions shall be subject to all conditions and guarantees stated herein.

1.04 SUBMITTALS

A. Awarded bidder must submit planting schedule indicating dates for each project phase, two (2) weeks prior to beginning work.

B. Awarded bidder must submit certificates of inspection, analyses for soil amendments, and labels for herbicides, insecticides, fertilizer and soil polymer materials.

C. Awarded bidder must submit the following material samples:

1. Mulch

2. Topsoil

3. Pre-emergent herbicide

4. Fertilizer

5. Soil polymer

6. Photographs of typical plant material

1.05 DIMENSIONS, QUANTITIES AND COORDINATION

A. All scaled dimensions are approximate. Before proceeding with any work the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Engineer of any discrepancies between the Drawings and/or Specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until approval for the same has been given by the Engineer.

B. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location and shall be of the species, kinds, sizes, etc., as symbolized and/or described in the "PLANT LIST" as indicated on the Drawings. The Contractor is to verify all sizes and quantities.

C. The Contractor shall be responsible for cooperation with other trades and professionals on site to assure construction in a timely and professional manner. Coordination of various contractors shall be the responsibility of the Contractor unless stated otherwise.

1.06 CONTRACTOR'S MAINTENANCE RESPONSIBILITY UNTIL FINAL ACCEPTANCE

A. The Contractor shall assure that plants are kept adequately watered; that guy wires are kept tight and braces adjusted as necessary; that all plants are fertilized and mulched as necessary so that they are healthy, vigorous and undamaged at time of acceptance. Contractor shall be responsible for assuring that all plants, at the time of final inspection, exhibit characteristics and qualifications required for grade of plants as originally specified.

B. Contractor shall, upon completion of all plantings or in phases thereof, provide the Owner with both oral and written instructions as to proper watering care. This shall be done after substantial completion, but before final payment is made.

C. The Owner, upon receiving said instructions, will accept responsibility of watering of said trees and plants, in accordance with agreed upon procedures.

1.07 WARRANTY AND GUARANTEES

A. The Contractor, from the date of final completion, shall properly maintain and guarantee against loss of death all shrubs, vines, groundcovers and sod furnished and installed for a period of 180 days and 365 days for all trees.

B. Material which is either dead or in poor health during this period, or at its completion, will be replaced at no charge to the Owner. Should any of the plant materials show 50 percent (50%) or more defoliation during the guarantee period due to the Contractor's use of

improper materials or workmanship, the Contractor, upon written notice, shall replace same without additional cost to the Owner.

C. Any loss during the guarantee period due to neglect, undue weather conditions, or physical abuse will not be the responsibility of the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Prepared Topsoil: The Contractor shall install all trees into existing soil conditions with backfill soil mixture as indicated below:

1. Trees - Flowering and Shade over 15 Feet Tall: Install 40 lb. bag of dehydrated cow manure thoroughly mixed with existing clean soil.

2. Trees - Flowering and Shade Less than 15 Feet Tall: Install 20 lb. bag of dehydrated cow manure thoroughly mixed with existing clean soil.

3. Shrubs: Mix one (1) gallon container of dehydrated cow manure (1 to 1 ratio) with size of plant ball or root ball container size. Example: 5 gallon manure per 5 gallon Lerio root ball.

B. Trees:

1. All trees must have a fully developed fibrous root system, be heavily branched, free from all insects and their eggs, fungus and other diseases. All trees and palms except cabbage palms shall be balled and burlapped and wire bound, if necessary. All trees and palms shall have a habit of growth that is normal for the species.

2. Balled and burlapped (B & B) : The root balls of these plants shall be moved with firm, natural balls of soil, not less than 1 foot diameter of ball to every 1 inch of caliper trunk, depth not less than 2/3 of ball diameter. The root balls shall be properly protected until they are planted. The plant shall be handled only by the earth ball, and not by the plant itself. Any B&B plant which shows evidence of having been handled by the plant itself or which shows evidence of "made" earth balls will be subject to rejection.

3. Trees shall have straight trunks (unless otherwise specified) with leader intact, undamaged or uncut. All old abrasions and cut shall be completely callused over. Trees shall be tied securely to stakes on deliver.

4. Measurement: Height of trees and shrubs measured from ground up; width measurement shall be normal spread of branches with plants in their normal position. These measurements shall not include immediate terminal growth. Branching, grading, quality, balling and burlapping of plants in the plant list generally follow the Code of Standards currently recommended by the American Standard for Nursery Stock. All measurements shall conform to measurements specified in the plant list, except that plants larger than specified may be used with the written approval of the Engineer.

C. Shrubs:

1. All shrubs shall have a fully developed root system and shall fulfill dimensional requirements and be considered normal for the species unless otherwise stated. Shrubs shall be heavily caned and leafed with foliage to base and shall be free from insects and their eggs, diseases and mutilations of any nature.

2. Any container-grown shrubs which have become pot bound or for which the top system is too large for the size container, will not be acceptable.

D. Mulch: Mulch shall consist of finely shredded cypress, unless specified otherwise. Mulch shall be Grade B or better and spread at a loose thickness of 2-1/2 inches.

E. Fertilizer: Commercial fertilizer shall be a complete fertilizer, part of the elements of which are derived from organic sources and shall contain the following percentages by weight: Nitrogen 6 percent, Phosphoric Acid 6 percent, and Potash 6 percent. It shall be uniform in composition, free flowing and shall be delivered to the site in the original unopened packages, each bearing the manufacturer's guaranteed analysis.

PART 3 - EXECUTION

3.01 PLANTING PROCEDURES

A. Contractor shall be required to report in written and dated memo, to the Engineer, any construction or site problems that exist or develop during the construction period that have occurred or that, at any future date, will create adverse growing conditions for any plants being installed. Failure to do so makes the Contractor responsible for replacement under the normal guarantee.

B. Digging and handling: No plant shall be bound with wire or rope at any time so as to cause damage to the bark or break branches. All plants are to be handled at all times so that roots or balls are adequately protected from sun, cold and drying winds. No trees or container plants with root balls that have been cracked or broken shall be planted except upon special approval. Canned stock shall be removed carefully from cans after containers

have been cut on two (2) sides with an approved cutter. A spade shall not be used to cut cans. Plants shall not be pulled by the tops or stems, nor handled in a rough or careless manner at any time.

C. Tree pits shall be dug twice the diameter and depth of the root ball. Backfill one-half of pit with planting soil mixture as recommended by state and/or county agricultural agent or indicated elsewhere in these specifications. Backfill shall be watered and firmly rodded so that no air pockets remain, then backfill to proper grade. Establish water basin to diameter of pit; height of basin is to be a minimum of four inches. Plants shall be kept in a moistened condition for duration of planting period.

D. The crown (top) of the root ball of all trees and shrubs shall be planted flush to finish grade unless written instructions to the contrary are given by the Engineer. If it is determined by percolation tests that poor drainage exists, the Contractor shall request written approval to elevate the plant root ball and install additional clean backfill soil around the plant ball or ground of plant balls as determined in the field. The Contractor shall avoid use of any trees or shrubs which have entered into shock from transplanting.

E. Cabbage palm heart buds to be cut one-half (1/2) and fronds to be securely tied with biodegradable twine.

F. Tree guying into staking: See graphic tree planting detail on Drawings.

G. Mulching: Within one (1) week after planting, shredded cypress mulch shall be uniformly applied to a minimum loose thickness of 2-1/2 inches (unless specified otherwise) over entire area of planting beds.

3.02 MAINTENANCE

A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance.

B. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate pesticides necessary to maintain plants in healthy condition.

1. Reset settled plants to proper grade and position.

2. Restore soil berm and mulch layer.

3. Tighten and repair elastic guys or other supports

4. Correct defective work.

5. Remove and replace rejected material within one (1) working day from notification. Maintain mulch and sod surface weed-free.

C. The Contractor is entirely responsible for the irrigation through final acceptance. Plant material shall receive water in accordance with the following water schedule:

Size of nursery stock	Irrigation schedule for vigor[1,3]	Irrigation schedule for survival[2,3,4]
< 2 inch caliper	Daily for 2 weeks; every other day for 2 months; weekly until established.	Twice weekly for 2-3 months
2-4 inch caliper	Daily for 1 month; every other day for 3 months; weekly until established.	Twice weekly for 3-4 months
> 4 inch caliper	Daily for 6 weeks; every other day for 5 months; weekly until established.	Twice weekly for 4-5 months

Notes on Irrigation:

1. Delete daily irrigation when planting in winter. Irrigation frequency can be reduced slightly (e.g. 2-3 times each week instead of every other day) when planting hardened-off, field-grown trees that were root-pruned during production. Establishment takes 3 (hardiness zones 10-11) to 4 (hardiness zones 8-9) months per inch trunk caliper.

2. Irrigation frequency can be reduced slightly (e.g. to once or twice each week) when planting hardened-off, field-grown trees that were root-pruned during production.

3. At each irrigation, apply 2-3 gallons per inch trunk caliper to the root ball. Apply it in a manner so all water soaks into the root ball. Do not water if root ball is wet/saturated on the irrigation day.

4. Trees take much longer to establish than 3-4 months per inch trunk caliper. Irrigate in drought the following summer.

D. Upon satisfactory completion of work as determined by final acceptance, the City will assume maintenance responsibilities.

E. All stakes, supports, and associated hardware shall be removed twelve (12) months after planting.

3.02 PROTECTION OF PROPERTY AND PERSONS BY CONTRACTOR OR SUBCONTRACTOR

A. The protection of all property and persons shall be provided at all times in strict accordance with the city, state, county and federal laws and existing conditions. Any damage to existing property, materials, and/or equipment as a result of this contract shall be replaced or repaired by this Contractor.

B. Protection of existing trees and/or plants on the site shall be the responsibility of the Contractor, unless stipulated otherwise in the Plans and Specifications.

C Contractor shall provide and properly maintain warning signs, lights, temporary closures, barricades and other security and safeguard measures for the protection of workmen and others on, about or adjacent to the work during working and non-working hours.

D. Prior to beginning construction on site, the Contractor is responsible for contacting all underground utility companies to verify and mark in field where all underground utilities are located. The Contractor shall be held responsible and liable for any damages incurred resulting from his negligence.

3.03 INSPECTION AND REJECTION

A. The Owner and/or Construction Manager reserve the right to inspect the plants in the nursery before they are dug from the nursery row, while they are being dug, or while they are being prepared and loaded for shipment, or at any other time.

B. The Construction Manager or Owner reserves the right to reject any plant(s) if, in his opinion, it does not meet the requirements set forth in these specifications or issue a reasonable cost adjustment.

C. All inspections herein specified shall be made by the Construction Manager. The Construction Manager shall submit one (1) copy of the inspection report to the Owner and one (1) copy to the Contractor.

D. Interim Inspections: Inspection shall be required for the following parts of work (checked items only):

1. During preliminary finish grading and soil preparation.

2. After delivery to site when shrubs and trees are spotted or staked for planting, but prior to excavation of planting holes.

3. Specimen trees at source prior to delivery.

4. Potted plants prior to locating.

5. Lawn areas prior to seeding or sodding.

6. Planting areas prior to planting. Random tree pits shall be dug and open for inspection at this time.

E. Final Inspection of Landscape Plantings: Upon completion of the installation, the Contractor will notify the Construction Manager that the job is ready for inspection. Within two (2) weeks of notification, the installation will be inspected by the Engineer. He will report to the Owner and Contractor those items rejected, if any. After satisfactory replacements have been made, the Engineering will accept the project. This begins the Contractor's guarantee and maintenance period for all landscaping.

F. The Construction Manager or Owner will be the final judge as to the suitability and acceptability of any part of the work.

3.04 REMOVAL OF RUBBISH AND CLEAN-UP

A. The Contractor shall keep the site of his operation clean and remove all rubbish as it accumulates. Upon completion of the work, the Contractor shall remove all temporary structures and rubbish resulting from his work and leave the site in a clean and neat condition.

END OF SECTION

SECTION 32 92 23
SODDING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Preparation of subsoil.
2. Placing topsoil.
3. Fertilizing.
4. Sod installation.
5. Maintenance.

1.02 REFERENCES

A. ASTM International:

1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

B. Turfgrass Producers International:

1. TPI - Guideline Specifications to Turfgrass Sodding.

1.03 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

1.04 SUBMITTALS

A. Section 01 33 23 – Shop Drawings, Product Data and Samples: Requirements for submittals.

B. Product Data: Submit data for sod grass species, fertilizer, mulch, and other accessories.

C. Submit minimum 10 oz sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.

D. Test Reports: Indicate topsoil nutrient and pH levels with recommended soil supplements and application rates.

E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.05 CLOSEOUT SUBMITTALS

A. Section 01 77 00 - Closeout Procedures: Requirements for submittals.

B. Operation and Maintenance Data: Submit maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer;

1.06 QUALITY ASSURANCE

A. Sod: Root development capable of supporting its own weight without tearing, when suspended vertically by holding upper two corners.

B. Perform Work in accordance with Florida Department of Transportation standard.

1.07 QUALIFICATIONS

A. Sod Producer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Deliver sod on pallets or in rolls. Protect exposed roots from dehydration.

C. Do not deliver more sod than can be laid within twenty four (24) hours.

1.09 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.

B. Coordinate with installation of underground sprinkler system piping and watering heads when applicable.

1.10 MAINTENANCE SERVICE

A. Section 01 77 00 - Closeout Procedures: Maintenance service.

B. Maintain sodded areas sodded areas for three months from Date of Substantial Completion or until Final Completion, whichever is later.

C. Maintain sodded areas immediately after placement until grass is well established and exhibits vigorous growing condition.

D. Repair any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

PART 2 - PRODUCTS

2.01 SOD

A. Furnish materials in accordance with Florida Department of Transportation standard.

B. Sod: Certified grade; cultivated grass sod; type indicated; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft.

C. Type of sod to match existing. If restoration, type of sod to be shown on plans otherwise.

D. The sod shall be taken up in commercial-size rectangles, preferably 16-inch by 24-inch, except where rolled sod is utilized.

E. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting.

F. No sod shall be used which is not certified as being free of the imported fire ant and must be obtained from an area outside of the zone of quarantine of the imported fire ant.

2.02 SOIL MATERIALS

A. Topsoil: Imported or excavated on-site, fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

2.03 ACCESSORIES

A. Fertilizer: Commercial grade; recommended for grass, with fifty percent of elements derived from organic sources; of proportion necessary to eliminate deficiencies of topsoil to the following proportions: nitrogen 6 percent, phosphoric acid 6 percent, soluble potash 6 percent.

B. Lime: ASTM C602, Class T agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.

C. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

1. The water used in the grassing operations may be obtained from the reclaimed water system.

2. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

3. Salt water shall not be used.

D. Water-Metering Devices: The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

E. Wood Pegs: Softwood, sufficient size and length to anchor sod on slope.

F. Wire Mesh: Interwoven hexagonal plastic mesh of 2-inch size.

G. Edging: Plastic.

H. Rollers: A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.

2.04 SOURCE QUALITY CONTROL

A. Section 01 45 29 – Testing Laboratory Services: Testing, inspection and analysis requirements.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

C. Provide recommendation for fertilizer and lime application rates for specified sod grass species as result of testing

D. Testing is not required when recent tests are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

B. Verify prepared soil base is ready to receive the Work of this section.

3.02 PREPARATION OF SUBSOIL

A. Prepare sub-soil and eliminate uneven areas and low spots.

B. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

C. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded.

D. Remove contaminated subsoil.

E. Scarify sub-soil to depth of 4 inches where topsoil is to be placed.

F. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

A. Spread topsoil to minimum depth of 3 inches over area to be sodded.

B. Place topsoil during dry weather and on dry unfrozen subgrade.

C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas and to ensure positive drainage.

E. Install edging at periphery of sodded areas in straight lines to consistent depth.

3.04 FERTILIZING

A. Apply lime at application rate recommended by soil analysis. Work lime into top 6 inches of soil.

B. Application:

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.

3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

C. Rate of Application: Apply fertilizer at application rate as determined by soil analysis.

D. Apply fertilizer after smooth raking of topsoil and prior to installation of sod.

E. Apply fertilizer no more than forty-eight (48) hours before laying sod.

F. Mix fertilizer thoroughly into upper 4 inches of topsoil.

G. Lightly water soil to aid dissipation of fertilizer.

H. Fertilizing operations will not be permitted when wind velocities exceed 15 miles per hour.

3.05 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within twenty-four (24) hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Lay smooth. Align with adjoining grass areas.

E. Place top elevation of sod 1/2 inch below adjoining edging paving or curbs.

F. On slopes and elevations 6 inches per foot and steeper:

1. On slopes 6 inches per foot and steeper, lay sod pieces perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. When using rolled sod, lay sod parallel to slope. Drive pegs flush with soil portion of sod.

2. Prior to placing sod, on slopes exceeding 8 inches per foot, place wire mesh over topsoil. Securely anchor wire mesh in place with wood pegs sunk firmly into ground.

G. Do not place sod when temperature is lower than 32°F.

H. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.

I. After sod and soil have dried, roll sodded areas to bond sod to soil and to remove minor depressions and irregularities.

J. Roll before first watering.

3.06 MAINTENANCE

A. Mow grass at regular intervals to maintain at maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water to prevent grass and soil from drying out.

E. The soil shall be maintained in a moist condition for a period of at least two (2) weeks after the planting.

F. Roll surface to remove or irregularities.

G. Control growth of weeds. Apply herbicides. Remedy damage resulting from improper use of herbicides.

H. Immediately replace sod on areas showing deterioration or bare spots.

1. i.e. damage due to washouts, erosion or other causes which might occur.

I. Protect sodded areas with warning signs during maintenance period.

END OF SECTION

SECTION 33 42 10
STORM DRAINAGE SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work covered and described in this section includes the furnishing and construction of storm sewers, inlets, manholes, end walls and other drainage structures, or drainage construction as shown or indicated on the drawings, and specified herein, and as listed in the contract.

B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" latest edition, (Divisions II and III) and "Roadway and Traffic Design Standards", latest edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Engineer shall determine which shall govern. Reference in the Department of Transportation Standards to the Department or its representatives shall be interpreted for this contract to be the Owner and/or Owner's Engineer or their authorized representatives.

PART 2 - MATERIALS

2.01 INLETS, MANHOLES AND JUNCTION BOXES

A. Inlets, Manholes and Junction Boxes shall be constructed of reinforced concrete or brick masonry unless otherwise specified in the plans.

B. Precast inlets, manholes and junction boxes may be used unless otherwise shown in the plans. The design and fabrication of precast units shall be in accordance with the plan drawings and the specifications listed in Section 33 05 61. In storm sewer applications the interiors of inlets, manholes, and junction boxes will not require a protective coating; however, all other construction procedures will be followed.

2.02 PIPE AND FITTINGS

A. Round Concrete Pipe shall be reinforced concrete culvert pipe conforming to the requirements of Department of Transportation Standards and Specifications. Standard concrete pipe shall meet Class III design requirements of ASTM C76 and all accompanying modifications. Special concrete pipe shall meet Class IV design requirements unless Class V pipe is specifically designated. Pipe joints shall be rubber gasket joints manufactured and installed to meet the requirements specified in Section 942 of Florida Department of Transportation Standards and Specifications.

B. Reinforced Concrete Arch Pipe shall conform to the requirements of ASTM Designation C 507-75. Class III pipe shall be used unless otherwise specified. Pipe joints shall have rubber gaskets and meet the above mentioned requirements as specified for concrete pipe.

C. Reinforced Concrete Elliptical Pipe shall conform to the requirements of ASTM C 507, modifications to ASTM C 76 for round concrete pipe, shall also apply to elliptical pipe, where applicable. Standard elliptical pipe shall meet the requirements of Table I for Class HE-III and special elliptical pipe shall meet the requirements of Table I for Class HE-IV.

D. Corrugated Steel Pipe shall meet design requirements specified in Section 943 of Department of Transportation Standards and Specifications. Pipe thickness for round culvert pipe shall match those listed in Table I of Section 943 and variations in thickness for pipe and connecting bands shall match those listed in Table II of the same section, unless otherwise indicated. At least two (2) full annular corrugations shall be provided on the ends of each section of pipe to accommodate connecting bands. All pipe shall be asphalt coated Type A as per AASHTO M 190.

E. Polyvinyl Chloride (PVC) pipe shall meet all applicable Florida Department of Transportation standards and specifications, and shall be constructed of SDR 26 pipe.

1. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.

F. High Density Polyethylene pipe and fittings shall be made from an approved grade of high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238. All HDPE piping shall comply with AWWA Specifications C906.

2.03 HEADWALLS, ENDWALLS, AND END SECTIONS

A. Headwalls, Endwalls and End Sections shall conform to details shown on the plan drawings and detail sheets. All drainage structures must be constructed in accordance with Florida Department of Transportation "Roadway and Traffic Design Standards", latest edition, unless otherwise specified. Any and all construction requirements, installation guidelines and safety considerations included within the "Roadway and Design Standards" must be followed and are the responsibility of the Contractor. In the event of a conflict between the design requirements shown on the plan sheets and those included in the Department of Transportation Standards, the Engineer or his representative shall determine the proper installation requirements.

B. Steel End Sections shall be securely connected to each end of culvert for those locations where steel end sections are specified.

C. Concrete used for headwalls, inlets, curb and gutter, valley gutter, slope pavement, ditch pavement, pipe endwalls and other miscellaneous items which are not structurally reinforced may be Class I, with a minimum compressive strength of 3,000 psi at 28 days.

2.04 REINFORCING STEEL

A. Reinforcing Steel shall be billet steel bars conforming to the requirements of ASTM A615-76, Grade 40. When laced in the work, it shall be free from loose rust, scale, dirt, paint, oil, and other foreign material.

B. All steel shall be placed and fastened according to the specifications in Section 415-5, Department of Transportation Standard Specifications.

2.05 BRICK

A. All bricks for drainage structure shall be first class, dense free from cracks, true in shape, have square edges, and a clear ringing sound when struck.

B. Clay brick shall be hard burned, sound and burned entirely through.

C. Brick of any one make shall not vary more than 1/16 inch in thickness, nor more than 1/8 inch in width or length. The average amount of water absorbed by the brick, after being thoroughly dried and them immersed for twenty-four (24) hours, shall not exceed eight percent (8%).

D. Concrete brick shall conform to the requirements of Article 949-2 of the Department of Transportation Standard Specifications.

2.06 MORTAR

A. Cement Mortar shall be of Portland Cement and sand, mixed in the proportions of one (1) part cement to three (3) parts of sand. All the materials shall pass the No. 8 sieve, and be uniformly graded from coarse to fine. At the option of the Contractor, hydrated lime, in an amount not to exceed ten percent of the amount of cement used, may be added to the mortar. No hydrated lime shall be used in conjunction with packaged masonry cement, and packaged masonry cement shall not be used if it has been stored for over six (6) months. Cement mortar shall be mixed dry and wetted to proper consistency for use. Nor mortars left standing for more than one (1) hour shall be used.

2.07 CASTINGS

A. Castings for inlet grates, frames, covers, and structure tops shall be as shown in the plans and conform to Department of Transportation Standard Specifications.

B. Iron castings shall conform to ASTM 48 and may be of the No. 20 classes. All frame covers shall have "pick-up" holes, non-skid surface and 2" raised or depressed identification letters and numbers.

2.08 PIPE BEDDING

A. Pipe Bedding Material shall be select granular materials which are inorganic and well graded. If pipe is to be installed in wet areas or the Engineer determines the soil to be unstable, a six inch bed of No. 57 aggregate may be required.

2.09 UNDERDRAINS

A. Any subsurface drainage systems shall be installed according to the locations and dimensions shown on the plan sheets. All materials and construction shall conform to Section 440 of Department of Transportation Standards and Specifications.

PART 3 - EXECUTION

3.01 PIPE TRENCHES

A. Pipe Trenches shall be of necessary widths for the proper laying of the pipe, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be excavated to a depth six inches below the outside bottom of the pipe barrel. The resulting excavation shall be backfilled with pipe bedding material up to the level of the lower one-third of the proposed pipe barrel. This backfill material shall be tamped and compacted to provide proper bedding for the pipe and shall then be shaped to receive the pipe. Bell holes and depressions for joints shall be dug after the trench bottom has been graded and in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint.

B. Removal of Unsuitable Material. When rock, boulders or other hard, lumpy or unyielding materials are encountered in the trench bottom, they shall be removed to a depth at least 12 inches below the bottom of the pipe. Muck or other soft material considered to be by the Engineer to be unsuitable as foundation for the pipe shall be removed to the depth required for obtaining a firm foundation. All material removed must be replaced by an acceptable bedding material approved by the Engineer or his representative. Removal and replacement of the unsuitable material is entirely the responsibility of the Contractor and he shall bear all costs thereof.

C. Pumping, Sheeting and Bracing. Where sheeting and bracing are necessary to prevent caving of the trench sidewalls or sidewalls of excavation for other structures, and to safeguard the workmen, the trench or excavation for other structures shall be dug to such width that the proper allowance is made for the space occupied by the sheeting and bracing.

A. After the bedding has been prepared and the pipe installed, backfilling of pipe trenches shall be done in strict accordance with Department of Transportation Standards and Specifications, Section 125-8.3, which requires backfilling to be done in three stages.

1. The first stage of backfilling requires that suitable fill be placed in six-inch layers (compacted thickness) up to the haunches of the pipe. Compaction shall be achieved via hand compaction or mechanical tampers assuming that mechanical compaction does not disturb or damage the pipe.

2. The second stage of compaction applies to the material along the sides of the pipe to a point at least a foot above the top of the pipe. It shall be installed in six-inch layers (compacted thickness) and be compacted with appropriate equipment.

3. The material to be installed in the trench above the second stage to the bottom of the subgrade or the finished surface of the embankment shall comprise the third stage of compaction. It shall be placed in one foot layers and compacted with appropriate equipment.

3.03 DENSITY REQUIREMENTS

A. Those requirements listed in Department of Transportation Standards and Specifications Section 125-8.32 shall be adhered to.

1. All backfill in roadway areas and around structures shall be compacted to ninety-eight percent (98%) modified proctor.

2. The only areas not requiring ninety-eight percent (98%) modified proctor compaction are those outside a 2 (horizontal) to 1 (vertical) slope downward from the roadway shoulder or back of the curb where no vehicular traffic shall pass. In these areas where backfill depth is less than ten feet over top of the pipe, the degree of compaction throughout shall be approximately equal to that of the soil adjacent to the pipe trench.

3. Where the fill depth is greater than ten feet over the top of the pipe, the fill placed around the pipe to one foot over top of the pipe shall be compacted to the density of surrounding soils.

4. The remainder shall be compacted to a density approximately equal to that of the soil adjacent to the pipe trench.

3.04 BACKFILL UNDER WET CONDITIONS

A. In instances where dewatering procedures are insufficient to adequately dewater trenches, the backfill procedures prescribed in Section 125-8.3.3 of Department of Transportation Standards and Specifications may be followed, if approved by the Engineer or his representative.

1. Under wet conditions a 6 - 8 inch layer of No. 57 aggregate shall serve as bedding material.

2. After pipe is properly bedded, soil of the A-3 soil classification shall be placed and hand compacted until such an elevation is reached that the soils moisture content will permit the use of mechanical tampers.

3. At this point normal backfill methods and materials may be used.

3.05 PIPE LAYING AND JOINTING

A. The grade as shown or indicated on the drawings is that of the invert and to which the work must conform. Any variation from this grade will be deemed sufficient reason to cause the work to be rejected and rebuilt to the Contractor's expense. If any difficulty is found in fitting the pieces together, this fitting is to be done on the surface before laying the pipe, and the tops plainly marked in the order in which they are to be laid. No pipe is to be trimmed or chipped to fit. Pipes having defects that hove not caused their rejection are to be so laid that these defects will be in the upper half of the sewer. A bell hole is to be cut for each piece. Each piece of pipe is to be solidly and evenly bedded and not simply wedged up. Before finishing each joint, some suitable device is to be used to find that the inverts coincide. Each pipe shall be laid to the line and grade shown or indicated on the drawings. All pipes shall be laid with bells or grooves uphill. As the pipes are laid throughout the work, they must be thoroughly cleaned and protected from dirt and water. No length of pipe shall be laid until the two preceding lengths have been thoroughly embedded in places so as to prevent any movement or disturbance of the finished joint. No walking on or working over the pipes after they are laid, except as may be necessary in tampering earth and refilling, will be permitted until they are covered to a depth of one foot. Whenever the pipe laying is discontinued, as at night, the unfinished end is to be securely protected from displacement by caving of the banks or from other injury and a suitable stopper is to be inserted therein.

B. Reinforced Concrete Pipe Joints. Joints for reinforced concrete pipe storm sewer or culverts shall be made using an approved preformed or molded rubber gasket. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from

grit, dirt, or other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricate immediately prior to closing of the joint will be permitted.

C. Reinforced Concrete Elliptical Pipe Joint. Pipe shall be laid with the longest dimensions placed horizontally. The tongue and groove sections of all pipe joints shall be pre-coated with Koppers 300 M or approved equal. Before joints are connected, bituminous stripping material ("Ram-Nek" or equal) shall be placed on the face of the tongue section of each pipe joint. The "Ram-Nek" should be placed around the entirely of the joint circumference and the strips shall overlap one another at least four inches. After then connection is made, non-woven filter fabric, Typar 3401, or approved equal, shall be wrapped around the pipe joint with a minimum of 18 inches of material on either side of the joint.

3.06 DRAINAGE STRUCTURES

A. Drainage structures shall be built at points shown on the drawings and in strict accordance with those shown on the drawings, or as designated by the Engineer. Construction details regarding drainage structures may be referred to in the Florida Department of Transportation "Roadway and Traffic Design Standards," latest edition. All standards regarding construction requirements and safety considerations shall be complied with and are the responsibility of the Contractor. Any discrepancies between the plan drawings and Department of Transportation Standards shall be referred to the Engineer or his representative.

B. Excavation for drainage structure shall be sufficient to provide a clearance between their surfaces and the face of the excavation or sheeting, if used, of not less than 12 inches. Backfill shall be placed as specified herein before. Unsuitable material uncovered at the footing elevation shall be excavated to suitable material and the excavation backfilled with pipe bedding material to the required elevation.

C. Brick masonry for manholes, inlets or other structures shall be built of brick and mortar of the specified quality. Every fifth course of brick shall be laid as stretchers, the remainder being laid as headers. Every brick shall have full mortar joints on the bottom and sides which shall have been formed at one operation by placing sufficient mortar on the head and forcing the brick into it. Horizontal joints shall not exceed 1/4 of an inch. All brick shall be thoroughly drenched with water immediately before being laid.

D. Precast inlet boxes or other structures may be used if approved by the Engineer. Castings and frames and grates of all structure where applicable shall be placed to final grade by the use of a leveling course of brick and mortar if necessary or may be set in mortar only provided the depth of mortar is not more than the depth of a course of brick and mortar.

3.07 ADDITIONAL WORK

A. Additional items of construction necessary for complete installation of the system shall conform to specific details on the drawings and shall be constructed of first-class materials conforming to the applicable portions of these specifications. All ends of sewer lines that are pending future connection shall be temporarily plugged and their end location marked properly with location markers.

B. Connections to existing structures shall be made without permanent damage to the existing work. Pipe openings cut in the existing structure walls shall be made water-tight with an approved grout and mortar.

END OF SECTION

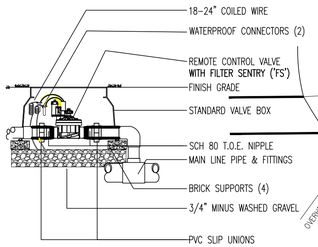
WATERING SCHEDULE

CONTROLLER	ZONE	G.P.M.	MINUTES	DAYS/WEEK	WATER USAGE
A	1	24.50	20	2	L

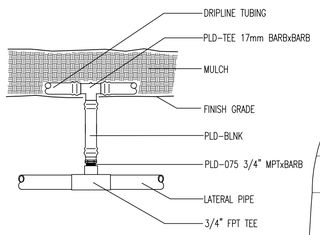
IRRIGATION RUN TIMES WILL VARY MONTHLY DUE TO TEMPERATURE AND RAINFALL. CHECK WEEKLY FOR BREAKS IN LATERAL LINES, CLOGGED VALVES, AND DRY/WET SOIL CONDITIONS.

ALL IRRIGATION SHOWN ON THIS PLAN SHALL BE LOW VOLUME ON THE TOTAL LANDSCAPE AREA. THE RUNTIME ON THESE ZONES SHALL BE SET TO APPLY 0.25" OF WATER PER WEEK.

A MAINTENANCE CHECKLIST SHALL BE PROVIDED TO THE OWNER BY THE IRRIGATION CONTRACTOR IT SHALL HAVE A MAINTENANCE SCHEDULE, PROPER IRRIGATION SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING THE RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS VALVE CLEANING AND FLUSHING AND GENERAL INFORMATION ON LOW VOLUME MAINTENANCE.

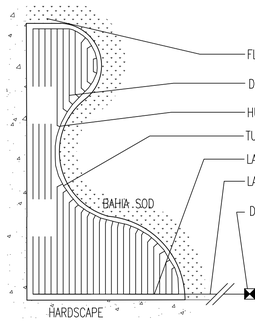


ICV GLOBE VALVE



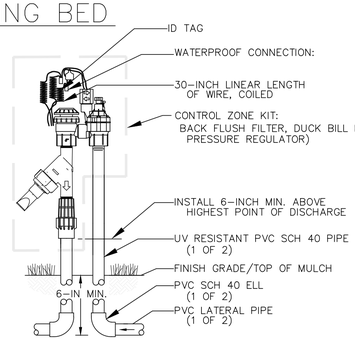
START CONNECTION ABOVE GRADE

NOT TO SCALE



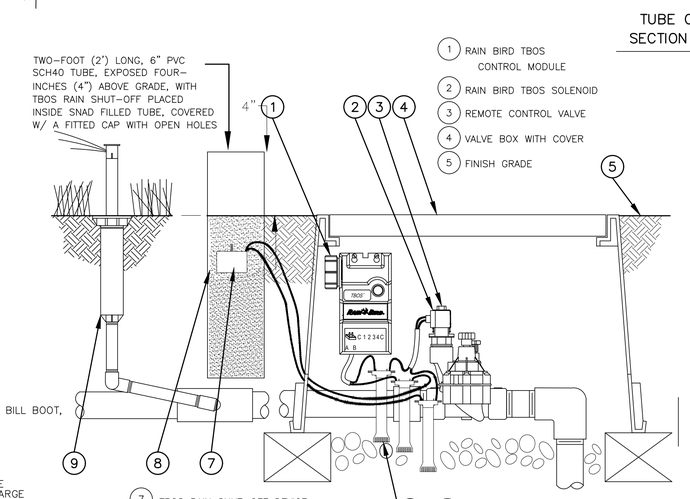
PLANTING BED

NOT TO SCALE



ANTI-SIPHON CONTROL ZONE KIT WITH BACK FLUSH FILTER

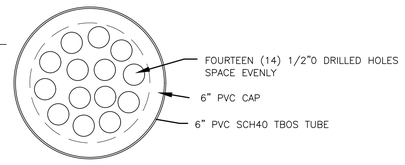
NOT TO SCALE

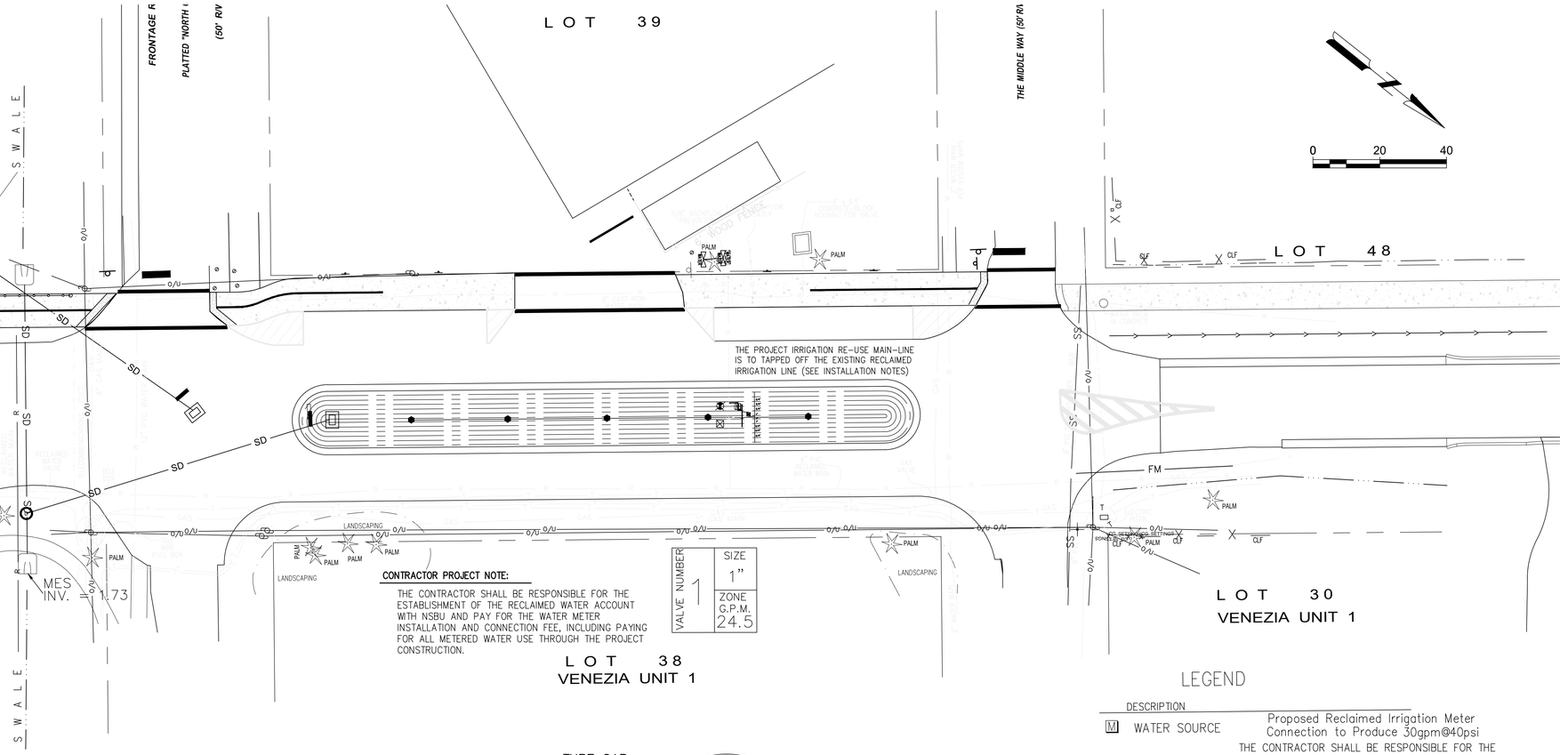


BATTERY-OPERATED CONTROLLER TBOS WITH TBOS RAIN SHUT-OFF DEVICE

NOT TO SCALE

TUBE CAP SECTION VIEW





PROJECT NOTES

Irrigation Contractor shall be responsible for all applicable fees and permits.

All Pipe and Wire under paving shall be placed in Schedule 40 P.V.C. Sleeves for the full pavement coverage length and shall be at least 24" below grade.

Mainlines shall be buried to provide a minimum cover of 18" while all Lateral lines shall have a minimum of 12".

The Contractor should take care to route piping as necessary to avoid plant or tree roots. and utilities.

All Project Main and Lateral Piping shall be only Schedule 40.

All Control Wiring to be 14/1 U.F. direct burial.

All Drip-Lines shall be site adjusted to provide water coverage to all bioscape surfaces.

The dripline has been designed for the following gudielines:

- Dripper Flow rate of 0.9 GPH
- Dripper Interval of 12"
- Techline Lateral Spacing of 16"
- Burial depth for evenly flow, maximum 6".

All Project Main and Lateral Piping shall be only Schedule 40.

LEGEND

DESCRIPTION	
M WATER SOURCE	Proposed Reclaimed Irrigation Meter Connection to Produce 30gpm@40psi
	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF THE RECLAIMED WATER ACCOUNT WITH NSBU AND PAY FOR THE WATER METER INSTALLATION AND CONNECTION FEE, INCLUDING PAYING FOR ALL METERED WATER USE THROUGH THE PROJECT CONSTRUCTION.
RPZ	1" Backflow Preventer(IF CITY REQUIRED)
SCH 40 MAIN-LINE	1.25" SCH 40 PVC
SLEEVE	SCH 40 PVC IRRIGATION SLEEVE WHERE NEEDED 1.5x IRRIGATION LATERAL/MAIN LINE

- Irritrol, or equal manufacturer, 200B series, latching solenoid brass valves, with an OmniReg regulator, sized as shown on Landscape Irrigation Plans, installed in a "meter" plastic valve box (purple cover for reclaim water), square 8"x12" top installed in ground. Keep valve a minimum of four-feet (4') from back-of-curb or sidewalk.
- Rainbird, or equal manufacturer, TBOS Control Modules, number of stations as shown, with UNIK Field Transmitter and Rainbird RSD-B EX Rain Sensor and Shut-Off
- TORO, or equal manufacturer, Netafim Drip Irrigation line with 16" spacing for dropper and dripperline @ 0.9 gph TORO, or equal manufacturer, 'Automatic Filter Kit, Y-Filter Model installed at all necessary connections
- Lateral line, SCH 40 PVC, size as shown Unsized Lateral Line is 1/2".
- Netafim Drip Irrigation Tree Ring or Flood Bubbler

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED
05/2023 100% DESIGN

REGISTERED LANDSCAPE ARCHITECT JAM STERN LA 0001160 STATE OF FLORIDA

NOT VALID WITHOUT ELECTRONIC SEAL

NOT FOR CONSTRUCTION

M&H NO.: 1000712-211418.02
DATE: MAY 2023
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS

SHEET CONTENTS

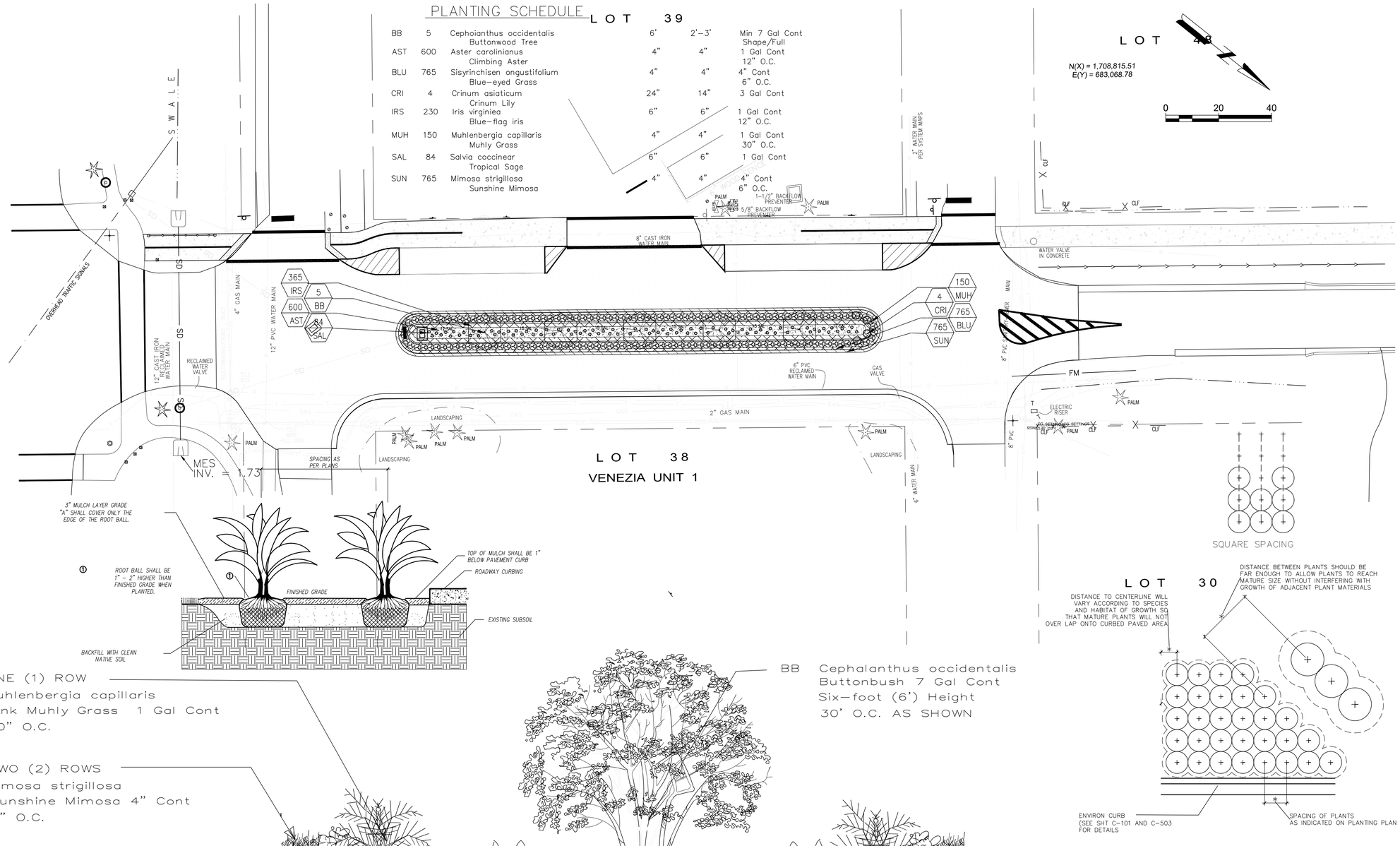
BIOSWALE IRRIGATION

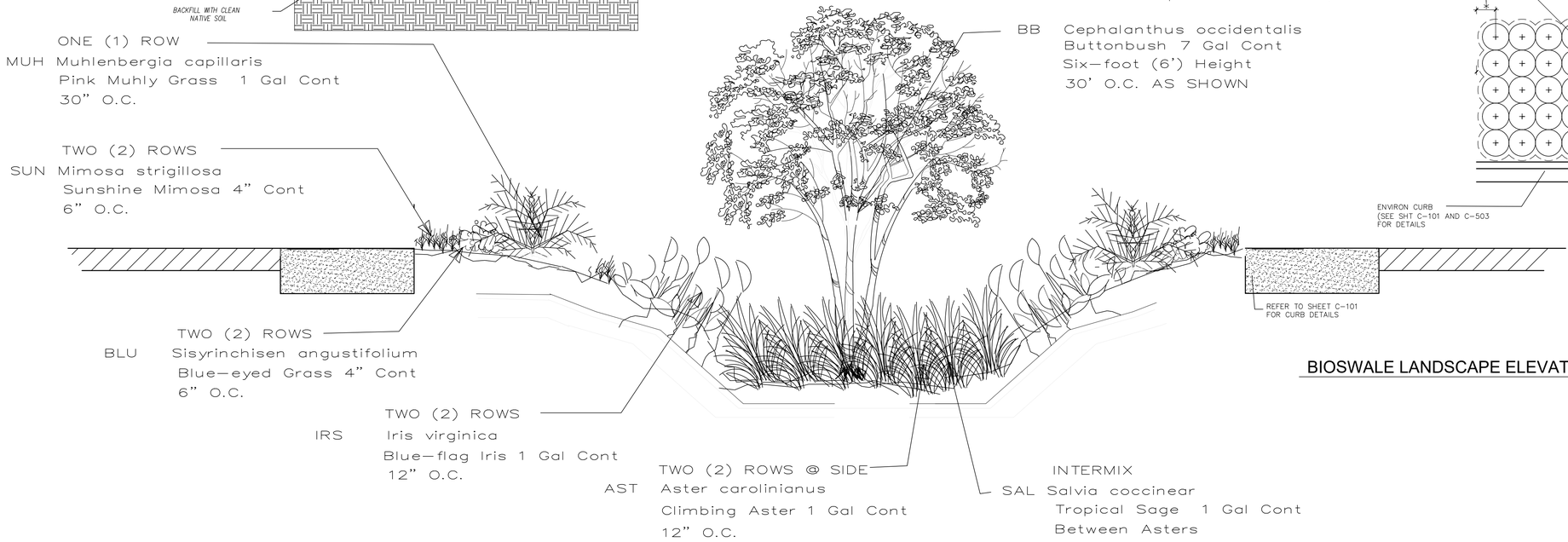
SHEET NO.

L-111

PLANTING SCHEDULE

BB	5	Cephoianthus occidentalis Buttonwood Tree	6'	2'–3'	Min 7 Gal Cont Shape/Full
AST	600	Aster carolinianus Climbing Aster	4"	4"	1 Gal Cont 12" O.C.
BLU	765	Sisyrinchisen ongustifolium Blue–eyed Grass	4"	4"	4" Cont 6" O.C.
CRI	4	Crinum asiaticum Crinum Lily	24"	14"	3 Gal Cont
IRS	230	Iris virginiea Blue–flag iris	6"	6"	1 Gal Cont 12" O.C.
MUH	150	Muhlenbergia capillaris Muhly Grass	4"	4"	1 Gal Cont 30" O.C.
SAL	84	Salvia coccinear Tropical Sage	6"	6"	1 Gal Cont
SUN	765	Mimosa strigillosa Sunshine Mimosa	4"	4"	4" Cont 6" O.C.





BIOSWALE LANDSCAPE ELEVATION DETAIL
N.T.S.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED
05/2023 100% DESIGN

REGISTERED LANDSCAPE ARCHITECT
JAN STEIN
LA 0001180
STATE OF FLORIDA

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SHEET CONTENTS

BIOSWALE LANDSCAPE

SHEET NO.

L-101

ADDENDUM 1
ITB 07-25-CIP, BARRACUDA BOULEVARD ROADWAY ENHANCEMENT
April 8, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement,** issued March 13, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Geotech Permeability Report
Revised Bid Set

Questions/Answers:

1. **Question:** What is the engineer's estimate?

   Answer: The Engineers Estimate for probable cost was $416,215.00.

2. **Question:** Civil and Landscape plans note "do not scale drawings". Is there a scalable set of plans available?

   Answer: The Plans have since been revised to remove that note. The revised Civil Plans are attached with this Addendum.

3. **Question:** Will the contractor be expected to clean the existing 24" RCP storm drainage crossing?

   Answer: The contractor will not be responsible for cleaning the 24” RCP existing Storm Pipe.

4. **Question:** Is there a Geotech report available? It does not appear that Appendix A was included with the specifications**.**

   Answer: Yes, there was a Geotech report performed in 2022 by Bechtol Engineering and Testing Inc. which is attached to this Addendum.

5. **Question:** Part 2 Materials & Equipment of section 01 20 00 has a list of Bid Items and the work included with each bid item. Bid Item C5 ASPHALTIC CONCRETE W/ TACK COAT AND EXISTING STRIPING REPLACEMENT states "payment will be made at the contract per square yard unit price for full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specification. No where in the contract does it illustrate the work associated with this item. Does this item include asphalt? If so, what is the thickness? What is the difference between bid item C5 and C6?

   Answer: Bid Items C5 and C6 are in correlation with each other and consist of the same work which includes milling and resurfacing the existing asphalt pavement. Bid item C6 states the thickness of the asphalt for Bid Item C5. The work associated with the Bid Items can be found on the Demo Plans, Sheet C-051 of the Civil Plan Set, which shows the area of what is getting milled. We are replacing the milled asphalt with Bid Item C5 ASPHALTIC CONCRETE W/ TACK COAT AND EXISTING STRIPING REPLACEMENT with a thickness of 1 ½" Wearing Surface.

6. **Question:** Bioswale Irrigation sheet L-111 states the contractor shall be responsible for the water meter and connection fee. How much does the City of New Smyrna Beach charge for the connection fee?

   Answer: The water meter and connection fee will be $1,000 to be coordinated with New Smyrna Beach Utilities.

7. **Question:** Part 2 Materials & Equipment of section 01 20 00 has a list of Bid Items and the work included with each bid item. Bid Item C6 1 ½" Wearing Surface outlines what the compensation includes (not limited to furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, bridge scupper, and any other material; erecting and removing all forms, curing concrete, pretecting concrete in wind, rain, low humidity, high temps or other unfavorable weather). Where in the plans does this scope apply

   Answer: Although some of the work described within Part 2 Materials and Equipment are not applicable, the intent is to cover the work associated with milling and resurfacing the roadway.

8. **Question:** If the contractor milling 1 3/4" and paving back a variable thickness lift for positive drainage, shouldn't the asphalt pay item be in tons to account for the varying thickness?

   Answer: The milling depth is 1 ½" and will be replaced with 1 ½" thick asphalt.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

BECHTOL ENGINEERING
AND TESTING, inc.

July 18, 2022
BET Project No. G22085

TO: Ms. Tonya Sonier, P.E.
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

RE: Soil Borings & Permeability Testing
Barracuda Boulevard Median Improvements
New Smyrna Beach, Volusia County, Florida

Dear Ms. Sonier:

As authorized, Bechtol Engineering and Testing, Inc. (BET) has conducted auger borings and field permeability/hydraulic conductivity testing at the subject site. The purpose of BET's borings and testing was to gain general insight as to the soil, groundwater and permeability characteristics in the areas of proposed stormwater management systems, and based on these characteristics to provide recommended design parameters for stormwater recovery analysis. Approximate locations of the borings and permeability tests performed are shown on the Boring Location Plan presented on the attached Figure 1. Encountered subsurface soils, encountered and estimated seasonal high groundwater levels, and applicable permeability data are summarized on the Soil Profiles, also shown on Figure 1.

Based on the encountered conditions, BET would recommend the following design parameters be utilized in stormwater system design and recovery analyses:

DESIGN PARAMETER	RECOMMENDED VALUE
ELEVATION OF EFFECTIVE AQUIFER BASE (FEET, NAVD88)	1.6
ELEVATION OF SEASONAL HIGH GROUNDWATER (FEET, NAVD88)	3.5
UNSATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FPD)	3.9
SATURATED HORIZONTAL HYDRAULIC CONDUCTIVITY (FPD)	11.8

NOTES:
1. Elevations are based on interpolation of ground surface elevation at the boring locations from topographic data shown on Volusia County Lidar Mapping. Actual elevations may vary.
2. Recommended hydraulic conductivity rates are based on averages of the values measured in the field at two test locations.
3. Recommended aquifer base and seasonal high groundwater elevations are based on averages of the values measured and/or estimated in the field at two test locations.

The boring profiles depict subsurface conditions only at the specific locations drilled and to the termination depths noted. Permeability and hydraulic conductivity rates noted are based on actual field measured parameters and do not incorporate any factor of safety for design.

The services requested and performed are for the sole purpose of aiding the design engineer in evaluating and designing stormwater management systems. Variations in subsurface conditions not disclosed by the borings and testing performed may occur, and could influence the performance and construction of such systems.

BET appreciates the opportunity to be of service, and trusts this information is complete and sufficient for your needs. If you should have any questions or if BET may be of further service, please do not hesitate to call.

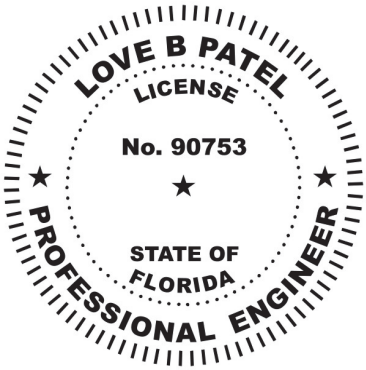
Respectfully,

Bechtol Engineering and Testing, Inc.

Love B Patel

Digitally signed by Love B Patel
Date: 2022.07.18 17:12:29 -04'00'

Love B. Patel, P.E.
Senior Geotechnical Engineer
Love B. Patel, P.E., State of Florida
Professional Engineer, License No. 90753
This item has been digitally signed and sealed by Love B. Patel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



BORING LOCATION PLAN

SCALE: 1" = 50'



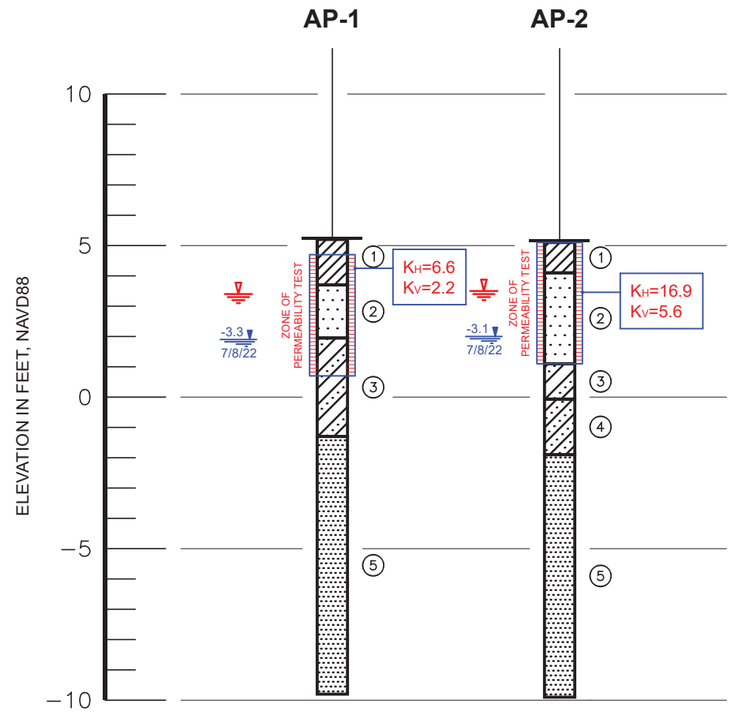
SCALE (feet)
0 25 50

***NOTE**

ELEVATIONS BASED ON INTERPOLATION OF GROUND SURFACE ELEVATION AT BORING LOCATIONS FROM TOPOGRAPHIC DATA SHOWN ON VOLUSIA COUNTY LiDAR MAPPING. ACTUAL ELEVATIONS MAY VARY.

SOIL PROFILES

VERTICAL SCALE: 1" = 5'



SOIL & SYMBOL LEGEND

(1)	MIXED DARK GRAY-BROWN FINE SAND TO SLIGHTLY SILTY FINE SAND [FILL], (SP)(SP-SM)
(2)	LIGHT BROWN AND LIGHT GRAY FINE SAND, (SP)
(3)	GRAY SLIGHTLY SILTY TO SLIGHTLY CLAYEY FINE SAND, (SP-SM)(SP-SC)
(4)	GRAY CLAYEY FINE SAND WITH TRACES OF SANDY CLAY, (SC)(CL)
(5)	LIGHT GRAY TO GRAY FINE SAND, (SP)
(SP)	UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
-3.1 7/8/22	GROUNDWATER LEVEL, REFERENCED IN FEET TO EXISTING GROUND SURFACE, DATE OF READING
	ESTIMATED AVERAGE SEASONAL HIGH GROUNDWATER LEVEL
K_H	MEASURED COEFFICIENT OF HORIZONTAL PERMEABILITY (IN FEET PER DAY)
K_V	ESTIMATED COEFFICIENT OF VERTICAL PERMEABILITY (IN FEET PER DAY)
	APPROXIMATE LOCATION OF AUGER BORING WITH FIELD PERMEABILITY TEST

FIELD:	CT KT
DRAWN:	AB
CHECKED:	LP
APPROVED:	LP
DATE:	7/11/22
SCALE:	NOTED
PROJ. NO.:	G22085
	FIGURE 1

SOIL BORINGS AND PERMEABILITY TESTING

BARRACUDA BLVD

NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

BECHTOL ENGINEERING AND TESTING, INC.

CONSULTING GEOTECHNICAL, ENVIRONMENTAL, AND MATERIALS TESTING ENGINEERS

CITY OF NEW SMYRNA BEACH

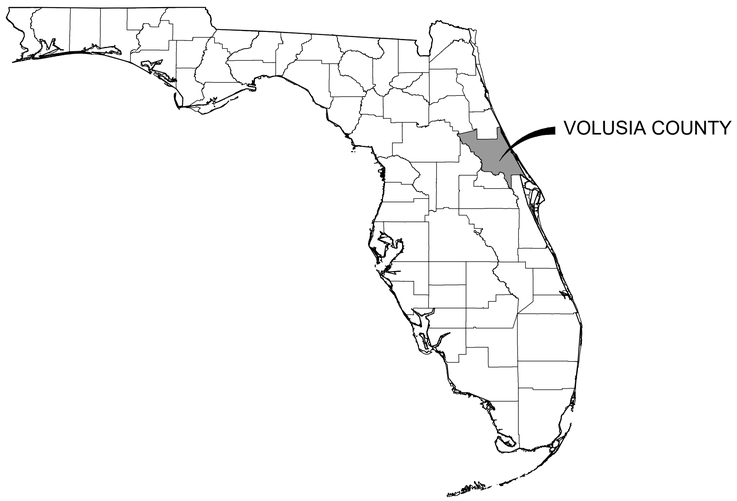
BARRACUDA BOULEVARD ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL

1000712-211418.02

FEBRUARY 2025

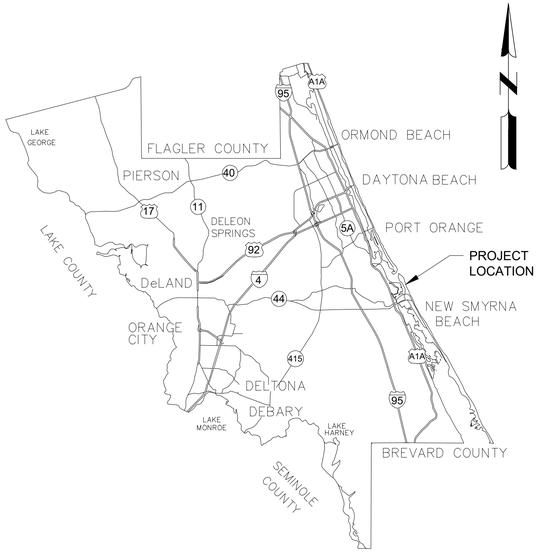
BID SET PLANS



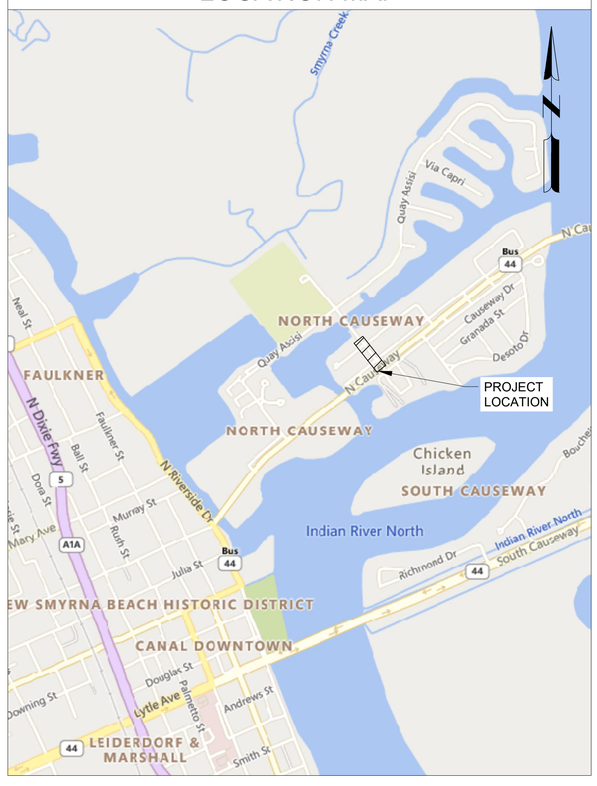
Sheet Index

SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	GENERAL NOTES
G-041	SITE SURVEY PLAN
C-021	EROSION CONTROL PLAN
C-031	STORMWATER POLLUTION AND EROSION CONTROL NOTES
C-032	EROSION CONTROL DETAILS
C-051	SITE DEMOLITION PLAN
C-101	PAVING AND GRADING PLAN
C-102	BIOSWALE AND STORMWATER IMPROVEMENTS PLAN
C-103	SIGNAGE AND PAVEMENT MARKING PLAN
C-501	SITE DETAILS
C-502	SITE DETAILS
C-503	SITE DETAILS
C-504	SITE DETAILS

VICINITY MAP



LOCATION MAP



CITY OFFICIALS	
CITY MANAGER	Kevin Cowper
COMMISSIONERS	
ZONE 1	Valli Perrine
ZONE 2	Lisa Martin
ZONE 3	Jason McGuirk
ZONE 4	Brian Ashley

GENERAL AND CIVIL
ENGINEER OF RECORD: JENNIFER SHANNON, PE: 63226

LANDSCAPE ARCHITECT: JAN STERN, P.E. LA0001160

Know what's below.
Call before you dig.

Mead & Hunt

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4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS
NEW SMYRNA BEACH, FL 32169

ISSUED

12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

NOT FOR CONSTRUCTION

M&H NO.:	1000712-211418.02
DATE:	FEBRUARY 2025
DESIGNED BY:	TMS
DRAWN BY:	CAJ
CHECKED BY:	JWS

SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

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4/1/2025 10:41:52 AM

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND ELEVATIONS PRIOR TO COMMENCING CONSTRUCTION.
2. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
3. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND/ OR OTHER EXISTING FEATURES.
4. THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY CONFLICTS DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO, AND REPLACEMENT OF, EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER, CITY AND UTILITY OWNER.
6. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY THAT IS IN THE VICINITY, OR IS IN ANY WAY AFFECTED BY THE WORK. THE REMOVAL OF OR DESTRUCTION OF PROPERTY WHICH IS NOT CALLED FOR BY THE PLANS, SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
7. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO BEGINNING CONSTRUCTION.
8. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
9. THE CONTRACTOR SHALL CONDUCT WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC, AND INCONVENIENCE TO THE GENERAL PUBLIC AND/OR THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD SHALL BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITIES.
10. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EFFECTIVE DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION AND RESTORATION. TEMPORARY PROVISIONS SHALL BE MADE TO INSURE THE PROPER FUNCTIONING OF ALL SWALES, INLETS AND DRAINAGE DITCHES.
12. RIGHT-OF-WAY RESTORATION IS TO BE CONDUCTED CONCURRENTLY WITH CONSTRUCTION AS DIRECTED BY THE ENGINEERS. THE ENGINEER SHALL HAVE AUTHORITY TO SUSPEND CONSTRUCTION WORK WHEN RESTORATION IS NOT BEING ADEQUATELY PERFORMED ACCORDING TO THE CONTRACT DOCUMENTS OR BEST MANAGEMENT PRACTICES (BMP). ALL DISTURBED AREAS ARE TO BE RESTORED TO PRE-CONSTRUCTION OR BETTER CONDITION. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SODDING. NO SEEDING SHALL BE PERMITTED.
13. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND FLORIDA DEPARTMENT OF TRANSPORTATION'S "STANDARD PLANS" (LATEST EDITIONS) AND SECTION 102 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION IN AUTOCAD FORMAT. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES, SERVICES AND OTHER WORK PERFORMED BY CONTRACTOR. SEE CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION AND REQUIREMENTS FOR AS-BUILT DRAWINGS.
15. PIPE BEDDING SHALL BE CLASS I SOIL COMPACTED IN 6" LAYERS TO A HEIGHT OF 12" ABOVE PIPE, 12" LAYERS ARE ACCEPTABLE FROM 12" ABOVE PIPE TO FINISH GRADE, COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY (AASHTO-T-18). PIPE TO BE LAID ON FIRM FOUNDATION.
16. COMPACTION TEST TO BE TAKEN AT POINTS ONE (1) FOOT ABOVE PIPE AND ONE (1) FOOT VERTICAL INTERVALS TO FINISH GRADE AND AT HORIZONTAL SPACING OF THREE HUNDRED (300) FEET BY A CERTIFIED THIRD PARTY INSPECTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING, COORDINATION AND ALL LAB TESTING FEES.
17. ADEQUATE EXCAVATION, SHEETING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
18. PROVISIONS FOR DEWATERING SHALL BE MADE TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED.
19. LENGTHS OF PIPE ARE APPROXIMATE ONLY AND EXACT LENGTHS ARE TO BE DETERMINED IN THE FIELD.
20. ALL FILLING TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% PER AASHTO T-180 FOR PAVED AREAS AND 95% FOR UNPAVED AREAS.
21. REMOVE & REPLACE CONCRETE DRIVEWAY PER CITY STANDARD, OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
22. PAVEMENT OVERLAY PRICING SHALL INCLUDE VALVE BOX AND MANHOLE ADJUSTMENT AND RESTORATION OF STRIPING AND MARKINGS.
23. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL CITY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.
24. ACCESS FOR RESIDENTS, POSTAL SERVICE AND SOLID WASTE COLLECTORS SHALL BE CONTINUOUSLY PROVIDED, SECURED AND MAINTAINED DURING PROJECT.
25. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED, BACKFILLED WITH CLEAN FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
26. NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
27. SOILS ARE TO BE STABILIZED BY WATERING OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND DUST IMPACTS TO NEIGHBORING COMMUNITIES.
28. UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
29. ONCE AN AREA IS SODDED, IT MUST BE MAINTAINED AND PROTECTED UNTIL THE GRASS IS ESTABLISHED.
30. CONTRACTOR SHALL BE REQUIRED TO COMPLETE UTILITY CONNECTIONS TO EXISTING FACILITIES THAT REQUIRE "SHUTDOWNS" DURING NIGHTTIME HOURS AFTER 11:00 P.M. AND TO COORDINATE SUCH WORK WITH THE CITY.
31. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND PAYING ALL COST ASSOCIATED WITH TEMPORARY BRACING OF UTILITY POLES. (EXISTING AND PROPOSED)
32. CONTRACTOR SHALL ALLOW FOR UP TO 3 WEEKS FOR REMOVAL OF EXISTING PRIVATE UTILITIES BY PRIVATE UTILITY COMPANIES AFTER THE ENTRANCE IS CLOSED TO TRAFFIC. CONTRACTOR SHALL COORDINATE THIS WORK.
33. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRODUCE A "STORM WATER POLLUTION PREVENTION PLAN" (SWPPP) AND OBTAIN COVERAGE UNDER THE "NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM" (NPDES) PERMIT BEFORE CONSTRUCTION PROCEEDS. A CONSTRUCTION GENERAL PERMIT (CGP) NOTICE OF INTENT (NOI) SHALL BE COMPLETED AND SUBMITTED TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. FOR MORE INFORMATION, VISIT THE FOLLOWING WEBSITE: https://floridadep.gov/water/stormwater/content/construction-activity-cgp
34. BASELINE STATIONING SHOWN ON THESE PLANS ARE FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR PROJECT SITE SURVEY LAYOUT OR DIMENSIONING.
35. LOCATION OF SOME UTILITY FEATURES HAVE BEEN SHOWN IN ASSUMED LOCATIONS.
36. CONTRACTOR SHALL FIELD ADJUST PROPOSED GRADES AS NECESSARY TO ELIMINATE THE PROBABILITY OF WATER PONDING AREAS.
37. CONTRACTOR SHALL CUT BACK AND/ OR REMOVE TREES, SHRUBS AND BRANCHES ALONG THE ENTIRE ROUTE AS NECESSARY TO PROVIDE CLEAR CONSTRUCTION AREAS.
38. ALL UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED. HORIZONTAL AND VERTICAL DATA IS BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE. IT IS POSSIBLE THAT CERTAIN UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR CALLING IN LOCATES AND LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION WORK STARTING.
39. ALL WORK PERFORMED ON ANY UTILITY SYSTEM OR SYSTEM COMPONENT THAT IS OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE PERFORMED BY AN EXPERIENCED UNDERGROUND UTILITY CONTRACTOR LICENSED IN THE STATE OF FLORIDA.
40. ALL DISPLACED SIGNS SHALL BE RELOCATED IN EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITION AT THEIR EXISTING STATION ACCORDING TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE NOTED IN THE PLANS.
41. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
42. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
43. ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.
44. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE NEW SMYRNA BEACH ENGINEERING DEPARTMENT AT THE TIME OF DISCOVERY.
45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT. INLETS SHALL BE PROTECTED FROM RECEIVING SILTY RUNOFF BY MEANS ACCEPTABLE TO THE CITY.
46. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
47. THE EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
48. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
49. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC...) SHALL BE REMOVED, DISPOSED OF AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF THE WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED PAY ITEMS. ROCK EASILY MOVED WITH A STANDARD EXCAVATOR AND ABLE TO BE CO-MINGLED WITH BACKFILL MATERIAL SHALL NOT BE ELIGIBLE FOR UNSUITABLE MATERIAL PAYMENT.
50. ROCK AND CEMENTED COQUINA OR OTHER MATERIALS UNSUITABLE FOR BACKFILL SHALL BE DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
51. MAINTENANCE OF TRAFFIC: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF NEW SMYRNA BEACH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
52. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" AND "THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" LATEST EDITIONS.
53. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT STANDARD FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.
54. IN CASES WHERE THE CIVIL SITE PLANS AND THE LANDSCAPE SITE PLANS CONFLICT, CIVIL SITE PLANS WILL SUPERCEDE THE LANDSCAPE SITE PLANS.

MILL AND OVERLAY NOTES:

1. IT WILL BE NECESSARY TO "OVER MILL" IN SOME AREAS OF THIS PROJECT TO ACCOMPLISH THE GRADES INDICATED ON THE PLANS. CONTRACTOR SHALL CHECK DEPTH OF EXISTING ASPHALT PAVING IN THESE AREAS FOR ADEQUATE ASPHALT BASE. IF ASPHALT BASE IS NOT ADEQUATE FOR OVER MILLING AND REPLACEMENT OF NEW ASPHALT TO ACCEPTABLE STANDARDS, IT MAY BE NECESSARY TO REMOVE ASPHALT BASE AND BASE MATERIALS TO BUILD BACK TO NOTED GRADE ELEVATIONS.
2. WHEN "OVER MILLING", CONTRACTOR SHALL MILL GRADUALLY DEEPER, SO AS TO MAINTAIN A DRIVING SURFACE FREE FROM WASHBOARD EFFECT.
3. LIMITS OF "PAVING" SHALL BE TO PROPOSED CURBING, EDGE OF ROAD PAVEMENT OR AS OTHERWISE NOTED.
4. CONTRACTOR SHALL FURNISH AND INSTALL MANHOLE, INLET, POTABLE WATER, AND FORCE MAIN VALVE BOX PAVING RISERS AS NEEDED. SEPARATE PAYMENT FOR THIS WILL BE MADE.
5. ESTIMATED MILLING DEPTHS ARE SHOWN ON PLANS. ENGINEER SHALL DIRECT CONTRACTOR OF EXACT MILLING DEPTHS/PROFILES IN THE FIELD. CONTRACTOR ACKNOWLEDGES THAT THE MILLING DEPTH MAY VARY.
6. CONTRACTOR SHALL REMOVE/SALVAGE/REPLACE BLUE REFLECTIVE PAVEMENT MARKERS AT ALL FIRE HYDRANT LOCATIONS.
7. ALL EXISTING STRIPING TO BE REPLACED. ALL REPLACEMENT STRIPING TO BE THERMOPLASTIC. .
8. PRE MILLING ACTIVITY BY THE CONTRACTOR (IF REQUIRED) SHALL INCLUDE: COORDINATION OF ASPHALT BORING; CONSULTATION WITH ENGINEER TO DETERMINE REQUIRED MILLING DEPTHS; PROTECTION OF STORM INLETS WITH HAY BALES OR OTHER ACCEPTABLE MEANS; AND ENGINEER APPROVAL OF MAINTENANCE OF TRAFFIC PLAN.
9. PRIOR TO RESURFACING/OVERLAY WORK, A PRE-PAVING INSPECTION SHALL BE CONDUCTED BY THE ENGINEER ON EACH STREET. THE FOLLOWING ITEMS SHALL BE VERIFIED TO BE COMPLETE PRIOR TO APPROVAL TO START RESURFACING/ OVERLAY: ALL MANHOLES, VALVES ETC. ADJUSTED; ALL CURB TO BE REPLACED COMPLETE; ALL INLETS TO BE ADDRESSED; ALL AREAS STABILIZED FOR ACCEPTANCE OF ASPHALT; AND PUBLIC SERVICES (GARBAGE, ETC.) COORDINATION.
10. CONTRACTOR SHALL INCLUDE THE WORK NECESSARY TO "CLIP" EXISTING VEGETATION FROM THE PAVEMENT BEFORE RESURFACING.
11. WHEN RESURFACING BEGINS, IT WILL BE NECESSARY TO "BUILD-UP" SOME AREAS OF THIS PROJECT TO ACCOMPLISH THE GRADES INDICATED ON THE PLANS. THESE BUILD-UP AREAS SHALL BE GRADUAL IN SLOPE TO MAINTAIN A DRIVING SURFACE FREE FROM WASHBOARD EFFECT.

MAINTENANCE OF TRAFFIC NOTES:

1. CONTRACTOR SHALL PROVIDE ALL MOT, INCLUDING SIGNAGE AND FLAGGERS. MOT SHALL BE IN ACCORDANCE WITH FDOT INDEX 102.
2. THE MIDDLE WAY INTERSECTION SHALL NOT BE CLOSED OR SHUT DOWN AT ANY TIME. MOT OF THE INTERSECTION SHALL BE PERMITTED TO A ONE LANE CLOSURE IN ACCORDANCE WITH FDOT INDEX 102-603.
3. BARRACUDA BLVD. IS PERMITTED FOR SHUTDOWN AT AND BETWEEN E. CIR DRIVE UP TO THE MIDDLE WAY. CONTRACTOR SHALL PROVIDE ALL SIGNAGE FOR DETOURS TO THE MIDDLE WAY (FROM THE NORTH CAUSEWAY) AND THE ALTERNATE DRIVEWAY FOR ACCESS TO BUSINESSES ALONG THE SHUTDOWN PORTION OF BARRACUDA BLVD.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY MEAD & HUNT DURING DESIGN

UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	EMAIL	PRELIMINARY PLANS PROVIDED TO UTILITY	INFORMATION QUALITY LEVEL AND DATE RECEIVED				FINAL PLANS PROVIDED TO UTILITY
						LEVEL A/4	LEVEL B/3	LEVEL C/2	LEVEL D/1	
WATER, WASTEWATER	CITY OF NEW SMYRNA BEACH UTILITIES	KENNY HO	(386) 424-3076	kho@nsbufl.com	04.12.2023					
ELECTRIC	CITY OF NEW SMYRNA BEACH UTILITIES	KENNY HO	(386) 424-3076	kho@nsbufl.com	04.12.2023					
TELEPHONE	AT&T DISTRIBUTION	DINO FARRUGIO	(561) 683-2729	g27896@att.com	04.12.2023					
GAS	FLORIDA PUBLIC UTILITIES CO.	COLIN DUNN	(386) 785-4554	cdunn@chpk.com	04.12.2023					
CATV	CHARTER COMMUNICATIONS	JERROLD KAISER	(321) 338-1928	jerrold.kaiser@charter.com						

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FLORIDA 32169

ISSUED

12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

NOT FOR CONSTRUCTION

M&H NO.:	1000712-211418.02
DATE:	FEBRUARY 2025
DESIGNED BY:	TMS
DRAWN BY:	CAJ
CHECKED BY:	JWS

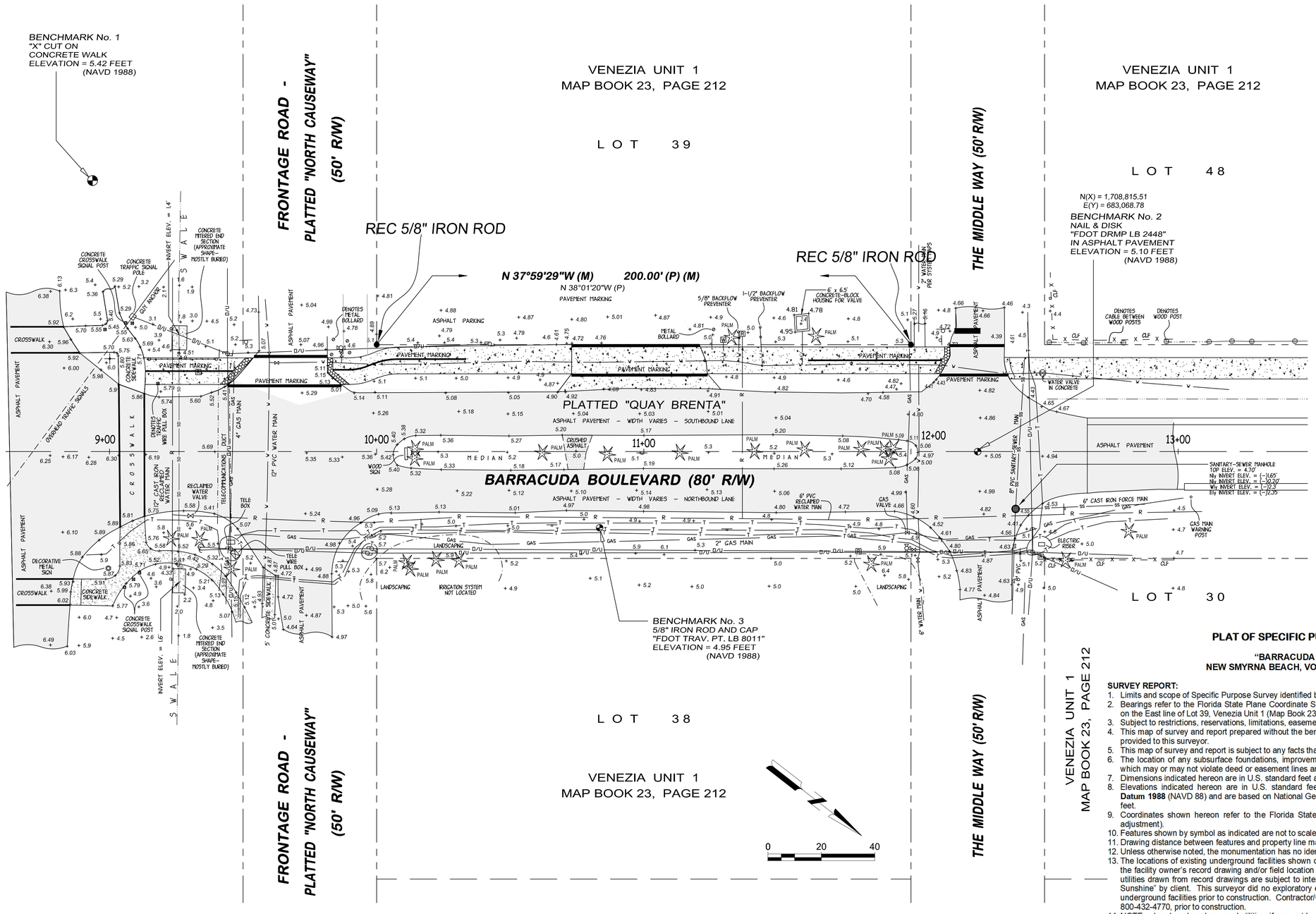
SHEET CONTENTS

GENERAL NOTES

SHEET NO.

G-002

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BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATECONE. ❶ 1–800–432–4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1–800–432–4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

LEGEND & ABBREVIATIONS FOR TOPOGRAPHIC FEATURES INTENDED TO BE SURVEYED AND MAPPED

- = DENOTES SIGN
- W = DENOTES WATER SERVICE FROM METER
- T = DENOTES UNDERGROUND TELECOMMUNICATIONS LINE
- GAS = DENOTES GAS MAIN
- R = DENOTES RE-CLAIMED WATER METER
- = DENOTES TREE (SYMBOL VARIES WITH TREE TYPE)
- + 8.0 = DENOTES SPOT ELEVATION
- = DENOTES UTILITY POLE
- = DENOTES GUY ANCHOR
- D/U = DENOTES OVERHEAD UTILITIES
- M = DENOTES WATER METER
- = DENOTES WATER VALVE (UNLESS OTHERWISE NOTED)
- W = DENOTES WATER MAIN
- R = DENOTES RE-CLAIMED WATER MAIN
- SS = DENOTES SANITARY SEWER
- D = DENOTES STORM PIPE

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB #7885 " UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED

EMT = ELECTRICAL METAL TUBING
FND = FOUND
REC = RECOVERED

N(Y) = NORTHING COORDINATE VALUE
E(X) = EASTING COORDINATE VALUE
LB = LICENSED BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
F.I.R.M. = FLOOD INSURANCE RATE MAP
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM (1988)
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY

LEGEND & ABBREVIATIONS

- Δ = DELTA
- R = RADIUS OR RANGE
- L = ARC LENGTH
- C = CHORD
- CB = CHORD BEARING
- T = TANGENT OR TOWNSHIP
- (R) = RADIAL
- (NR) = NON-RADIAL
- (NT) = NON-TANGENT
- PC = POINT OF CURVATURE OR PARTY CHIEF
- PT = POINT OF TANGENCY
- (P) = PLAT
- (D) = DESCRIPTION
- (M) = MEASURED
- (C) = CALCULATED (CALC)
- (PR) = PRORATED
- (G) = GRID
- O.R. = OFFICIAL RECORD BOOK
- M.B. = MAP BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- W = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- F.F. = FINISHED FLOOR ELEVATION
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- + 0.0 = EXISTING ELEVATION (ELEV)
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- = POWER POLE
- = GUY WIRE
- O/U = OVERHEAD UTILITIES
- A/C = AIR CONDITIONER
- CLF = CHAIN-LINK FENCE
- BWF = BARBED WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- CONC = CONCRETE (CONC)
- = CONCRETE STOOP

PLAT OF SPECIFIC PURPOSE SURVEY OF

"BARRACUDA BOULEVARD"
NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

SURVEY REPORT:

1. Limits and scope of Specific Purpose Survey identified by Tonya Sonier, PE, Mead and Hunt, Inc.
2. Bearings refer to the Florida State Plane Coordinate System - East Zone, NAD 83 (1990 adjustment) and based on the East line of Lot 39, Venezia Unit 1 (Map Book 23, Page 212(and being North 37° 59' 29" West.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. Elevations indicated hereon are in U.S. standard feet and decimals referenced to **North American Vertical Datum 1988** (NAVD 88) and are based on National Geodetic Survey monument "E 652", published elevation 6.61 feet.
9. Coordinates shown hereon refer to the Florida State Plane Coordinate System - East Zone, NAD 83 (1990 adjustment).
10. Features shown by symbol as indicated are not to scale.
11. Drawing distance between features and property line may be exaggerated for clarity.
12. Unless otherwise noted, the monumentation has no identification number or name.
13. The locations of existing underground facilities shown on this plat are **approximate**. The information is based on the facility owner's record drawing and/or field location work done by this surveyor. The approximate locations of utilities drawn from record drawings are subject to interpretation. Underground location was requested from "Call Sunshine" by client. This surveyor did no exploratory excavation. It is the contractor's responsibility to locate all underground facilities prior to construction. Contractor/Owner to verify underground location by "Call Sunshine" 1-800-432-4770, prior to construction.
14. NOTE: abandoned, underground utilities, if any, not located.
15. The intended topographic features located and shown on this survey are those, which are among the intended features list shown hereon and are observable by above ground visual observation.
16. Trees ≥6" dbh (diameter at breast height, inches) ONLY located within the right of ways. Palms trees ≤ 15-feet tall were not located.
17. Irrigation systems not located.
18. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
19. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: MEAD AND HUNT, INC.

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED	
12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

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M&H NO.:	1000712-211418.02
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SHEET CONTENTS
SITE SURVEY PLAN

SHEET NO.
G-041

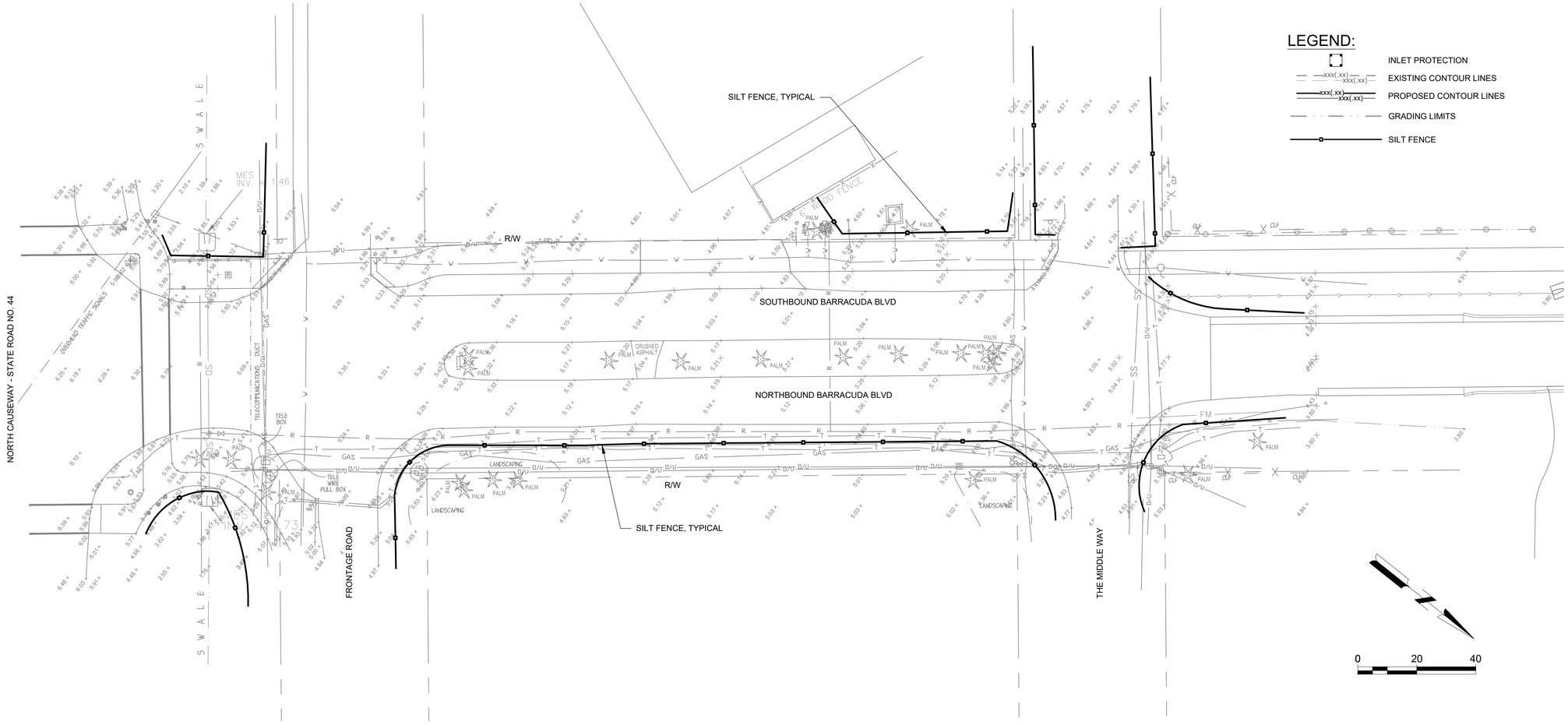
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EROSION CONTROL PLAN NOTES:

1. FOR EROSION CONTROL NOTES, SEE SHEET C-031.
2. FOR EROSION CONTROL DETAILS, SEE SHEET C-032.

LEGEND:

- INLET PROTECTION
- EXISTING CONTOUR LINES
- PROPOSED CONTOUR LINES
- GRADING LIMITS
- SILT FENCE



Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
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SHEET CONTENTS

EROSION CONTROL PLAN

SHEET NO.

C-021

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SEDIMENT AND EROSION CONTROL NOTES:

EROSION AND SEDIMENT CONTROL MEASURES SHALL COMPLY WITH MINIMUM STANDARDS ADAPTED IN THE STORMWATER MANAGEMENT CRITERIA ADOPTED BY THE CITY AND ST JOHNS RIVER WATER MANAGEMENT DISTRICT. SOME OF THESE STANDARDS ARE AS FOLLOWS:

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.

2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ONTO ADJACENT PROPERTIES.

3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.

4. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT IS UNIFORMLY MATURE ENOUGH TO SURVIVE AND INHIBIT EROSION.

5. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.

6. AFTER ANY RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.

7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.

8. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.

9. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.

10. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNELING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.

11. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA DURING CONSTRUCTION.

12. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.

13. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE THAT THE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.

14. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISION SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY.

15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.

16. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.

17. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFF-SITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.

18. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFF-SITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.

19. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.

20. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.

21. THE SEDIMENT PIT SHOULD PROVIDE A RETENTION VOLUME OF 3600 CUBIC FEET/ACRE OF SURFACE AREA DRAINING TO THE PIT.
    WHEN THE STPD IS ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
    15' x 50' = 100 FT.^{3} 30' x 50' = 200 FT.^{3}
    AS AN OPTION TO THE SEDIMENT PIT, THE WIDTH OF THE SWALE BOTTOM CAN BE INCREASED TO OBTAIN THE VOLUME. WHEN THE SEDIMENT PIT OR SWALE VOLUME HAS BEEN REDUCED TO ONE HALF, IT SHALL BE CLEANED. WHEN A SWALE IS USED, SYNTHETIC BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.

22. THE SWALE DITCH DRAINING THE STPD SHALL HAVE A 0.02% MINIMUM AND A 1.0% MAXIMUM GRADE ALONG THE STPD AND TO THE SEDIMENT PIT.

23. MITERED END SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.

24. THE STPD SHALL BE MAINTAINED IN CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFF-SITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.

25. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD; INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF PUBLIC ROADS, GRASSING AND SOD. SYNTHETIC BALE OR BALE TYPE BARRIER SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SYNTHETIC BALES, LF. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.

26. THE NOMINAL SIZE OF A STANDARD STPD IS 15' x 50' UNLESS OTHERWISE SHOWN IN THE PLANS. IF THE VOLUME OF ENTERING AND EXITING VEHICLES WARRANT, A 30' WIDTH STPD MAY BE USED IF APPROVED BY THE ENGINEER. WHEN A DOUBLE WIDTH (30') STPD IS USED, THE PAY QUANTITY SHALL BE 2 FOR EACH LOCATION.

POLLUTION CONTROL NOTES:

ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM WITH LOCAL CITY/COUNTY AND WATER MANAGEMENT DISTRICT SPECIFICATIONS, SUBJECT TO AUTHORIZED AND APPROVED VARIANCES, WAIVERS AND/OR CONDITIONS OF SITE PERMITS.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO OR AS THE FIRST STEP IN, CONSTRUCTION. SEDIMENT CONTROL PRACTICES WILL BE APPLIED AS A PERIMETER DEFENSE AGAINST ANY TRANSPORTATION OF SILT OFF THE SITE.
3. ALL AREAS AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. THE COST FOR SUCH RESTORATION SHALL BE INCIDENTAL TO OTHER CONSTRUCTION AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
5. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL PROVIDE TREE PROTECTION BARRIERS TO MEET THE REQUIREMENTS OF LOCAL SPECIFICATIONS.
6. THE CONTRACTOR SHALL SELECTIVELY CLEAR ONLY THE AREAS REQUIRED FOR CONSTRUCTION AND STABILIZE ANY POTENTIAL EROSION AREAS IMMEDIATELY FOLLOWING COMPLETION OF CONSTRUCTION.
7. CONTRACTOR SHALL KEEP ANY AND ALL SAND, SILT OR OTHER DEBRIS FROM MOVING OFF-SITE. USE AND MAINTAIN SILT FENCE JUST INSIDE OF PROPERTY LINE.
8. CONTRACTOR SHALL BLOCK INTRUSION OF SAND, SILT OR OTHER DEBRIS INTO ANY DRAINAGE OR SANITARY SEWER STRUCTURE OR PIPING ON OR ADJACENT TO SITE.
9. ALL CLEARED AREAS FOR IMPROVEMENT AND/OR CONSTRUCTION SHALL BE WATERED TO PREVENT WIND EROSION.
10. FOR ADDITIONAL INFORMATION AND DETAILS, SEE THE "FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL"
11. UNLESS OTHERWISE SPECIFIED, SILT FENCES MUST BE USED IN LIEU OF HAY BARRIERS.
12. ADDITIONAL POSTS AND RAILS MAY BE NECESSARY TO SECURE AND SUPPORT BARRIERS.
13. ADDITIONAL BARRIER LENGTHS MAY BE REQUIRED BY THE COUNTY ENGINEER OR BY REGULATORY AGENCIES.
14. FILTER FABRIC MUST BE INSTALLED UNDER ALL INLET GRATES, AT ALL TIMES WHEN INLETS ARE NOT PROTECTED BY SILT FENCE OR UNTIL THE LIMEROCK BASE IS FINISHED AND PRIMED.
15. THE CONTRACTOR IS REQUIRED TO HAVE THIS PLAN ALONG WITH A COPY OF THE NPDES NOTICE OF INTENT (N.O.I.) POSTED IN A VISIBLE LOCATION ON THE CONSTRUCTION SITE AT ALL TIMES.
16. "CONTRACTOR" IS REQUIRED BY NODES TO KEEP A LOG ON SITE FOR THE SOIL EROSION AND SEDIMENT CONTROL MEASURES INDICATED ON THE PLAN. THE LOG SHALL CONTAIN DATES FOR: INSTALLATION OF CONTROL MEASURES, MAJOR SITE CONSTRUCTION ACTIVITIES, INSPECTION ON AT LEAST A WEEKLY BASIS AND INSPECTION AFTER ANY RAINFALL EVENT THAT IS 1/2" OR GREATER.
17. THE CONTRACTOR IS REQUIRED TO SUBMIT A NOTICE OF TERMINATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UPON THE COMPLETION OF CONSTRUCTION.
18. CONTRACTOR SHALL RETAIN ALL RECORDS FOR A PERIOD OF THREE YEARS FOLLOWING THE NOTICE OF TERMINATION.
19. NON STORMWATER DISCHARGES SUCH AS FIRE HYDRANT FLUSHING, ETC. SHALL BE DISCHARGED TO AN EXISTING UNDERGROUND STORMWATER FACILITY OR ON SITE RETENTION POND.
20. ANY POTENTIALLY HAZARDOUS CHEMICALS BROUGHT ONTO JOB SITE WILL BE LIMITED AND KEPT IN ORIGINAL CONTAINER WITH MSS LABEL.
21. NO SILT SHALL BE TRACKED ONTO PUBLIC ROADWAYS. ANY SILT DEPOSITED ON PUBLIC ROADWAYS SHALL BE REMOVED BY END OF THE WORK DAY.

GOVERNING STANDARDS AND SPECIFICATIONS:
FDEP "FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTORS MANUAL", LATEST EDITION.

CONSTRUCTION SEQUENCE:

1. INSTALLATION OF EROSION CONTROL DEVICES. MINIMAL CLEARING AS NEEDED IS ALLOWED FOR INSTALLING SILT FENCE.
2. EXCAVATION AND GRADING OF POND AREAS IS REQUIRED IMMEDIATELY UPON COMPLETION OF CLEARING AND GRUBBING. POND INTERIOR SIDE SLOPES SHALL HAVE SOD / SEED AND MULCH APPLIED TO PREVENT EROSION AS SOON AS PRACTICAL.
3. INSTALLATION OF DRAINAGE AND UTILITIES MAY COMMENCE UPON APPROVAL OF GRADING. ALL DEWATERING FLOWS SHALL BE DIRECTED TO STORMWATER PONDS FOR ATTENUATION AND TREATMENT PRIOR TO DISCHARGE OFF-SITE.
4. ROADWAY, SIDEWALK AND BUILDING PADS CONSTRUCTION MAY PROCEED UPON COMPLETION OF UTILITIES INSTALLATION.
5. FINAL GRADING AND PERMANENT STABILIZATION IN AREAS OUTSIDE OF HARD SURFACE MAY BE PERFORMED DURING HARD SURFACE CONSTRUCTION.

CONTRACTOR(S) AND SUBCONTRACTOR(S) THAT IMPLEMENT ANY PART OF THE EROSION/POLLUTION CONTROL MEASURES REQUIRED BY THE NPDES PERMIT SHALL SIGN BELOW:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME	TITLE	COMPANY NAME, & PHONE NUMBER	DATE

TOTAL AREA (SF) (AC)	DISTURBED AREA (SF) AREA (AC)	UNDISTURBED AREA (SF) AREA (AC)	IMPERVIOUS AREA (SF) AREA (AC)	PERVIOUS AREA (SF) AREA (AC)

IMPERVIOUS + PERVIOUS = DISTURBED

STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM

INSPECTIONS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER.

PROJECT NAME: _____

FDEP NPDES STORMWATER IDENTIFICATIONS NUMBER: FLORIDA _____

LOCATION	RAIN DATA	TYPE OF CONTROL	DATE INSTALLED	CURRENT CONDITION / CORRECTIVE ACTION

CONDITION CODE:
G = GOOD M = MARGINAL NEEDS MAINTENANCE OR REPLACEMENT SOON
P = POOR, NEEDS IMMEDIATE MAINTENANCE OR REPLACEMENT C = NEEDS TO BE CLEANED
O = OTHER

CONTROL TYPE CODES

1. SILT FENCE	13. RETENTION POND	25. HAY BALES
2. EARTH DIKES	14. CONSTRUCTION ENTRANCE STABILIZATION	26. GEOTEXTILE
3. STRUCTURAL DIVERSION	15. PERIMETER DITCH	27. RIP-RAP
4. SWALE	16. CURB AND GUTTER	28. TREE PROTECTION
5. SEDIMENT TRAP	17. PAVED ROAD SURFACE	29. DETENTION POND
6. CHECK DAM	18. ROCK OUTLET PROTECTION	30. RETENTION POND
7. SUBSURFACE DRAIN	19. REINFORCED SOIL RETAINING SYSTEM	31. WASTE DISPOSAL/HOUSEKEEPING
8. PIPE SLOPE DRAIN	20. GABION	32. DAM
9. LEVEL SPREADERS	21. SEDIMENT BASIN	33. SAND BAG
10. STORM DRAIN INLET PROTECTION	22. TEMPORARY SEED / SOD	34. OTHER
11. VEGETATIVE BUFFER STRIP	23. PERMANENT SEED / SOD	
12. VEGETATIVE PRESERVATION AREA	24. MULCH	

INSPECTIONS INFORMATION:

_____

_____ _____ _____
NAME (SIGNED & PRINTED) DATE

QUALIFICATION
THE ABOVE SIGNATURE ALSO SHALL CERTIFY THAT THIS FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN AND STATE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES IF THERE ARE NOT ANY INCIDENTS OF NON-COMPLIANCE IDENTIFIED ABOVE.

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Mead and Hunt, Inc.
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Port Orange, FL 32127
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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS
NEW SMYRNA BEACH, FL 32169

ISSUED
12/2024 100% PLAN SET
02/2025 BID SET PLANS
04/2025 REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

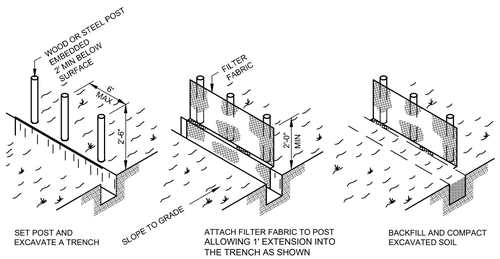
NOT FOR CONSTRUCTION

M&H NO.: 1000712-211418.02
DATE: FEBRUARY 2025
DESIGNED BY: TMS
DRAWN BY: CAJ
CHECKED BY: JWS

SHEET CONTENTS
STORMWATER POLLUTION AND EROSION CONTROL NOTES

SHEET NO.
C-031

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NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES AND HAY BALES AT ALL STORM WATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY ALL APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.

2 SILT FENCE TURBIDITY BARRIER
NOT TO SCALE

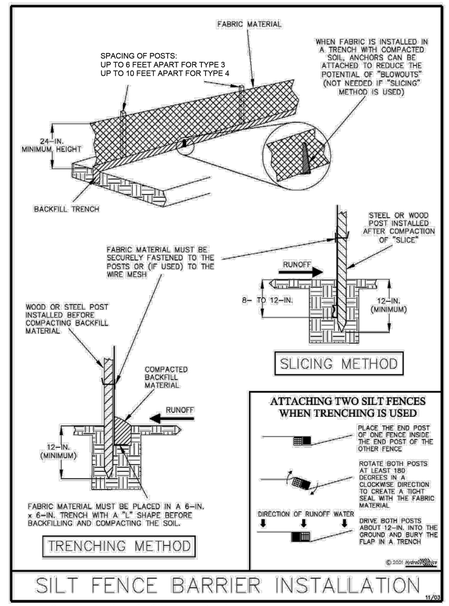


Figure V-2: Illustration of a Silt Fence Barrier

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1 SILT FENCE DETAIL
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SHEET CONTENTS
EROSION CONTROL DETAILS

SHEET NO.
C-032

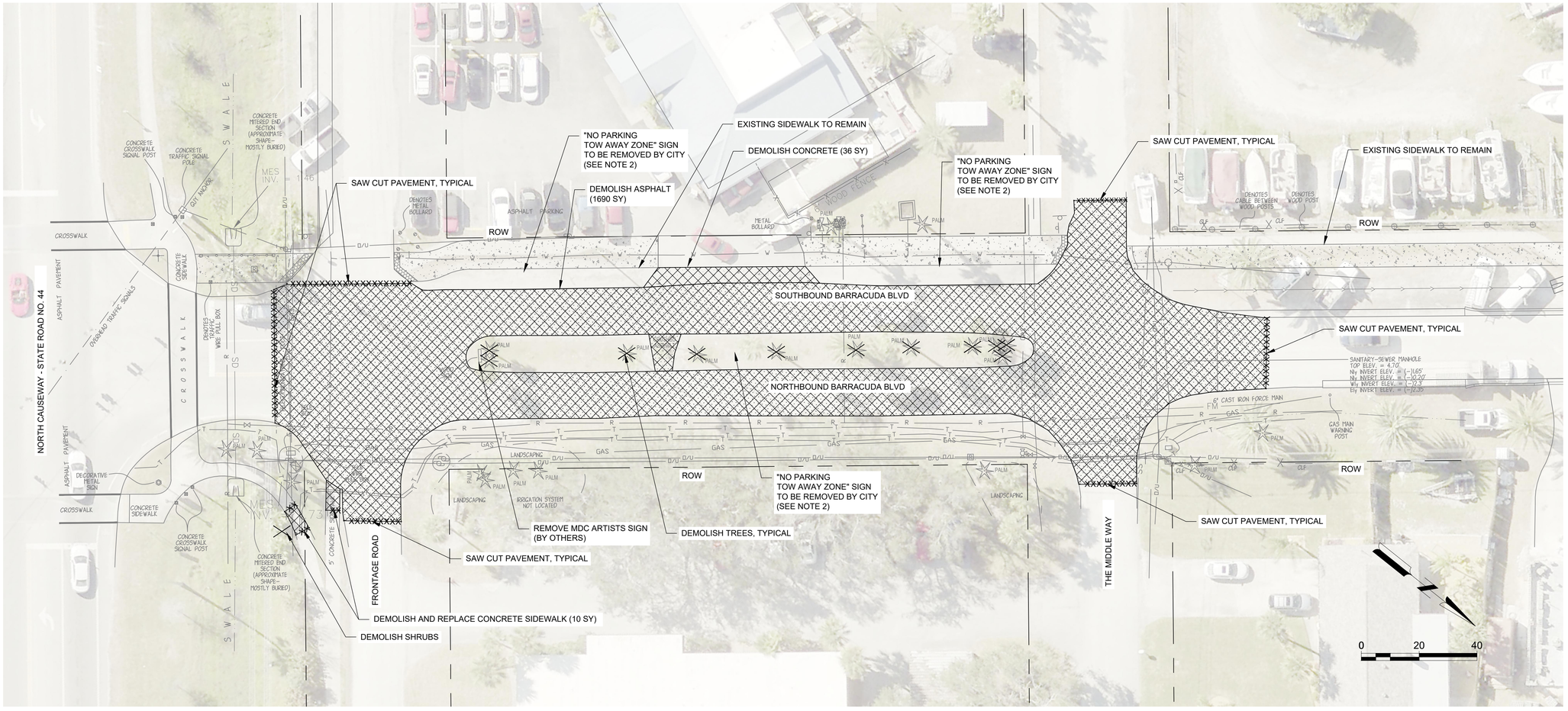
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SITE DEMOLITION PLAN NOTES:

1. EXISTING VOLUSIA COUNTY TRAIL (CONCRETE SIDE WALK) SHALL NOT BE DEMOLISHED OR MODIFIED DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING VOLUSIA COUNTY TRAIL TO EXISTING CONDITIONS OR BETTER AT NO ADDITIONAL COST TO THE OWNER.
2. CITY OF NEW SMYRNA TO REMOVE ALL SIGNS PRIOR TO CONSTRUCTION.
3. IN CASES WHERE THE CIVIL SITE PLANS AND THE LANDSCAPE SITE PLANS CONFLICT, CIVIL SITE PLANS WILL SUPERCEDE THE LANDSCAPE SITE PLANS.

LEGEND:

- DEMOLISH EXISTING TREE
- CONCRETE REMOVAL
- ASPHALT REMOVAL
- EXISTING CONCRETE



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ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

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SHEET CONTENTS

SITE DEMOLITION PLAN

SHEET NO.

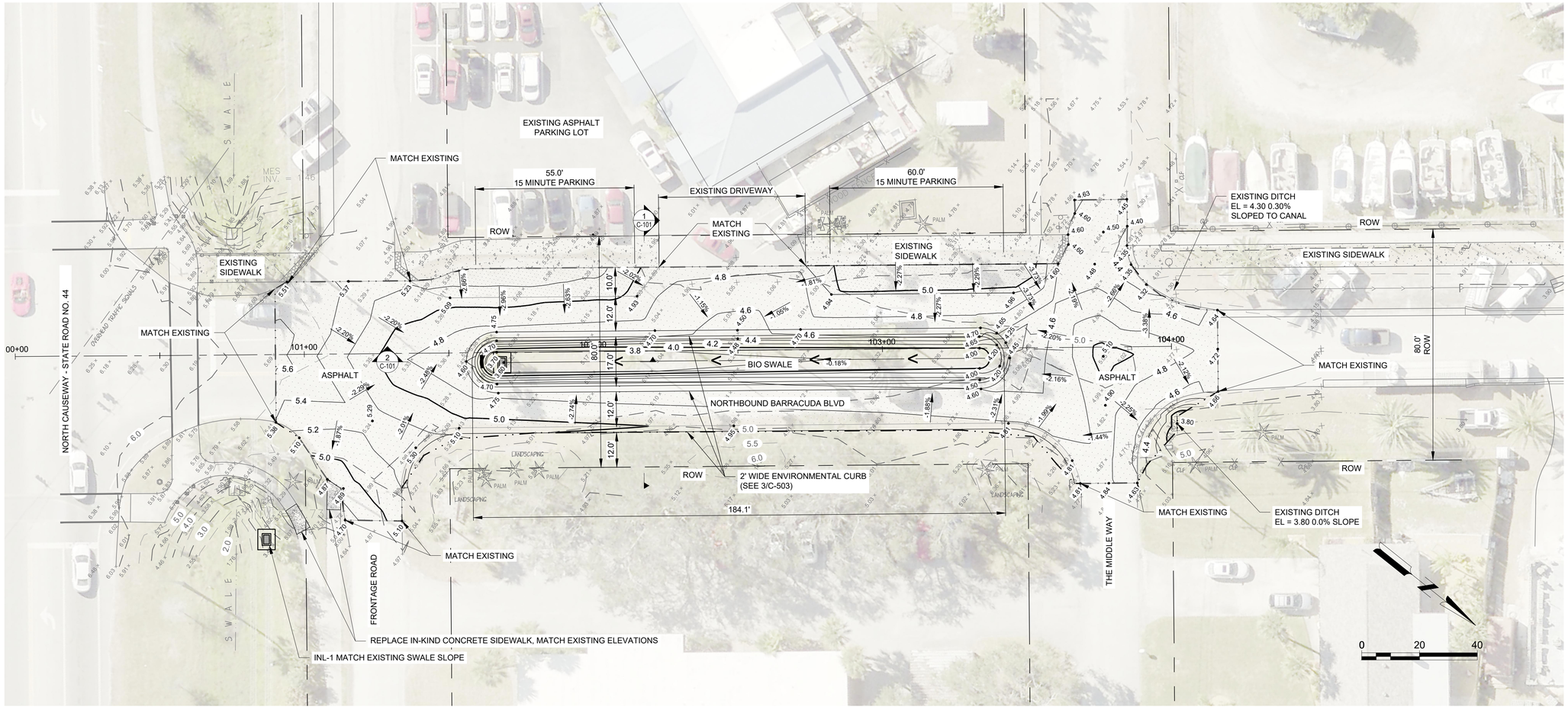
C-051

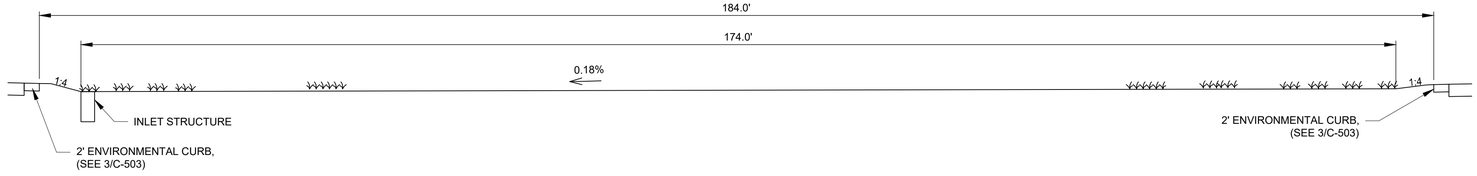
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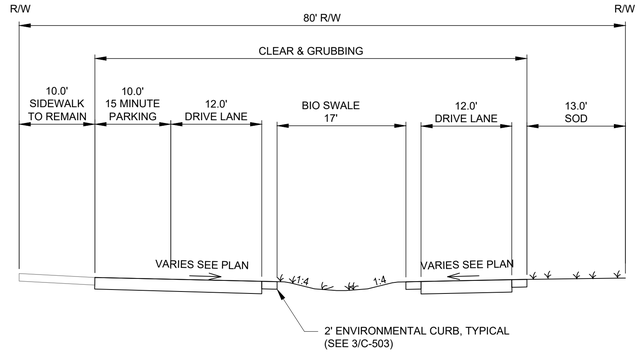
PROPOSED ASPHALT

EXISTING CONCRETE





2 **SWALE LONGITUDINAL VIEW**
NOT TO SCALE



1 **SECTION VEW BARRACUDA DRIVE**
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SHEET CONTENTS

PAVING AND GRADING PLAN

SHEET NO.

C-101

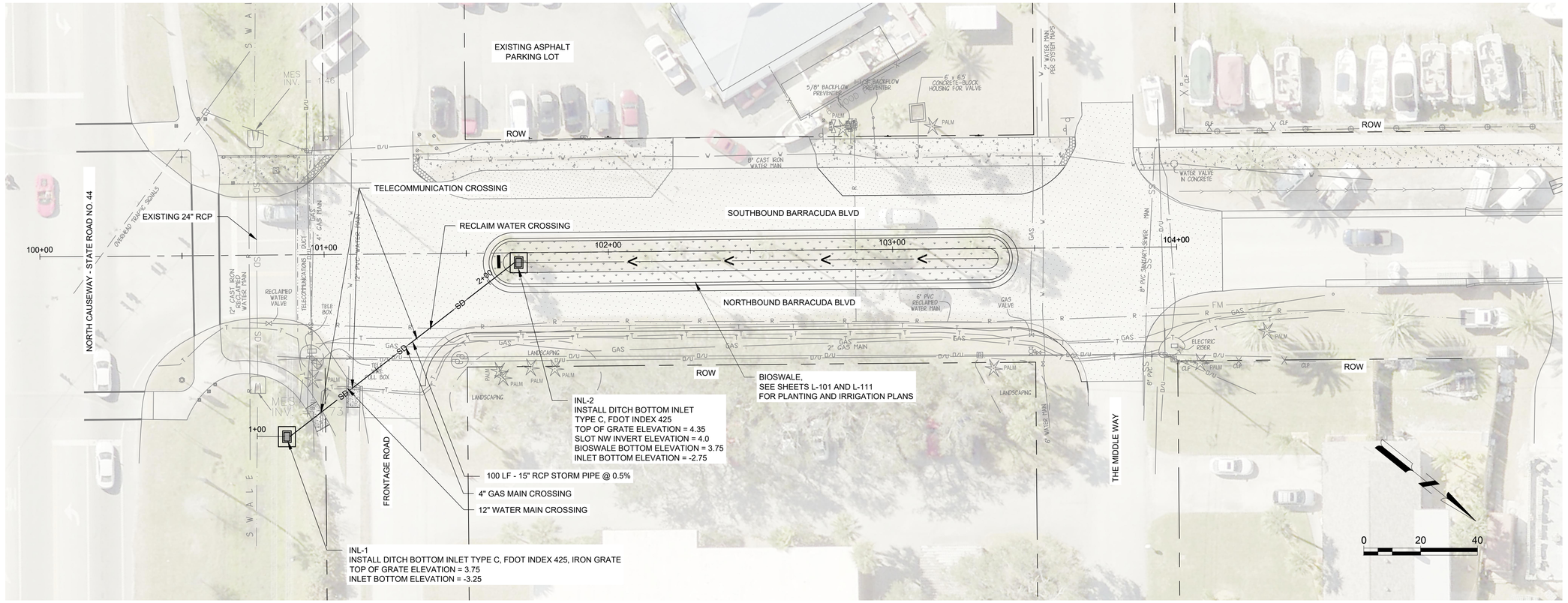
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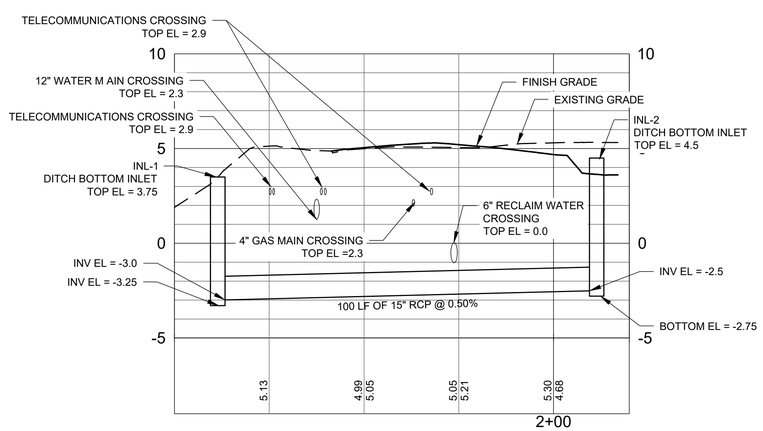
NOTES:

1. IN CASES WHERE THE CIVIL SITE PLANS AND THE LANDSCAPE SITE PLANS CONFLICT, CIVIL SITE PLANS WILL SUPERCEDE THE LANDSCAPE SITE PLANS.

LEGEND:

- PROPOSED ASPHALT
- EXISTING CONCRETE
- VEGETATIVE SWALE (BIOSWALE)





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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED

12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

NOT FOR CONSTRUCTION

M&H NO.:	1000712-211418.02
DATE:	FEBRUARY 2025
DESIGNED BY:	TMS
DRAWN BY:	CAJ
CHECKED BY:	JWS

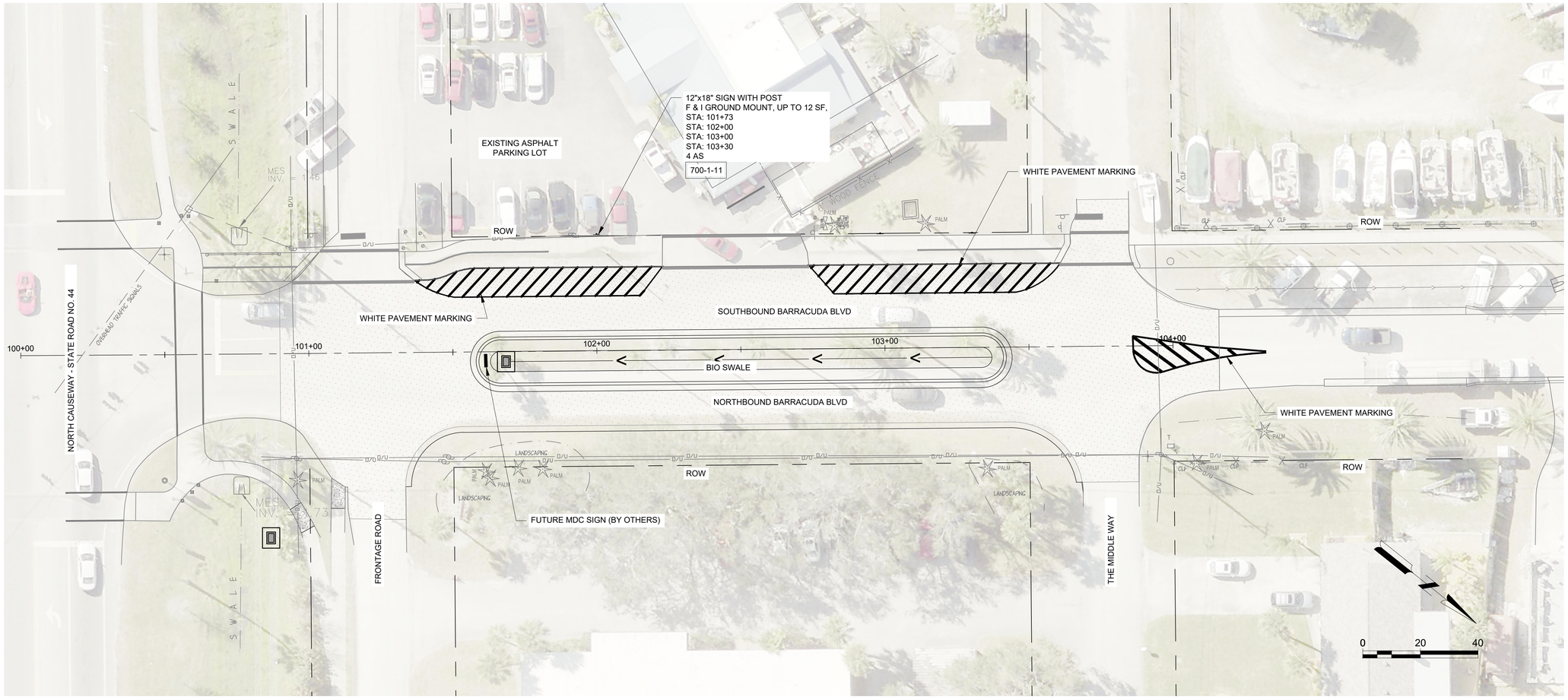
SHEET CONTENTS

BIOSWALE AND STORMWATER IMPROVEMENTS PLAN

SHEET NO.

C-102

X:\1000712\211418.02\TECH\CAD\DRAWINGS\C-102 BIOSWALE AND STORMWATER IMPROVEMENTS PLAN.DWG
4/1/2025 10:42:57 AM





1 **12x18 PARKING SIGN**
NOT TO SCALE

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Port Orange, FL 32127
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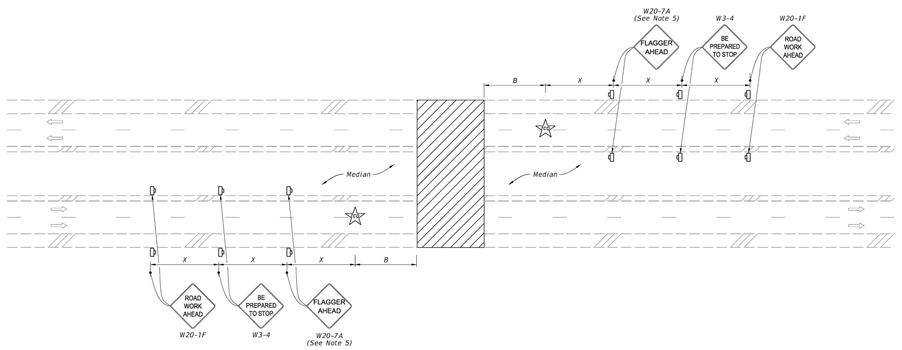
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SHEET CONTENTS
SIGNAGE AND PAVEMENT MARKING PLAN

SHEET NO.
C-103

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4/1/2025 10:43:07 AM



(Multilane Roadway Shown, Two-Lane Roadway Similar)

SYMBOLS:

- Work Area
- Work Zone Sign
- Traffic Control Officer
- Lane Identification and Direction of Traffic

NOTES:

1. This Index applies to two-lane, two-way and multilane roadways, except limited access facilities, with temporary daytime roadway closures of 5 minutes or less.
2. B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "B" and "X" values.
3. For Two-Lane Roadways, a Flagger may substitute the traffic control office with approval of the Engineer.
4. Traffic volume or complexity of the roadway may dictate additional signs, devices or traffic control officers.
5. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
6. Dual Signs are required for divided roadways only.

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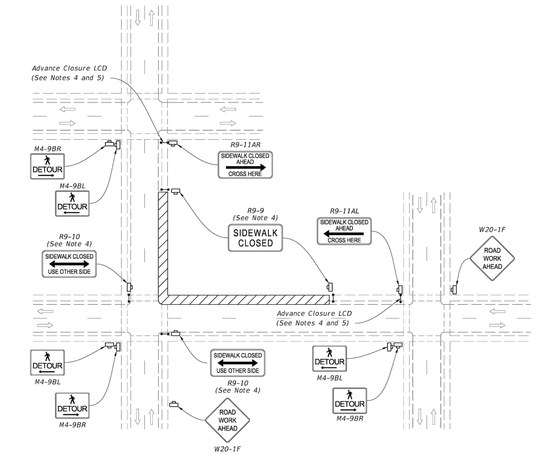
LAST REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	TEMPORARY ROADWAY CLOSURE	INDEX	SHEET
11/01/20	REVISION			102-625	1 of 1

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



PEDESTRIAN DETOUR

8/27/2021 12:26:54 PM

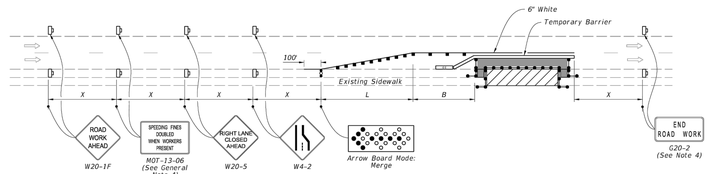
LAST REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/20	REVISION			102-660	1 of 2

NOTES:

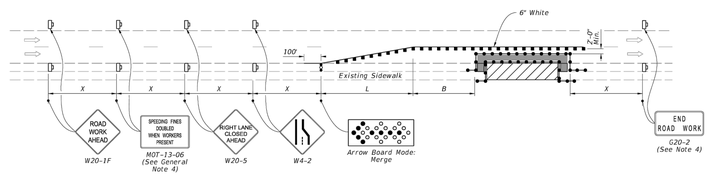
1. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Distance
   See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

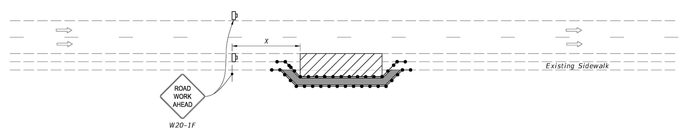
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

8/27/2021 12:26:55 PM

LAST REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	SIDEWALK CLOSURE	INDEX	SHEET
11/01/21	REVISION			102-660	2 of 2

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4401 Eastport Parkway
Port Orange, FL 32127
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ROADWAY ENHANCEMENTS

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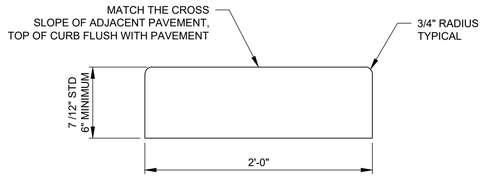
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SITE DETAILS

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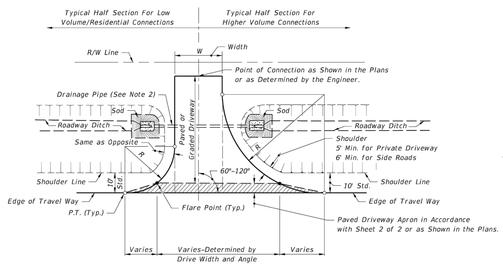
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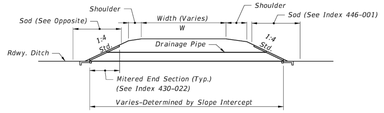


3 ENVIRONMENTAL CURB

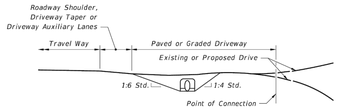
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PLAN

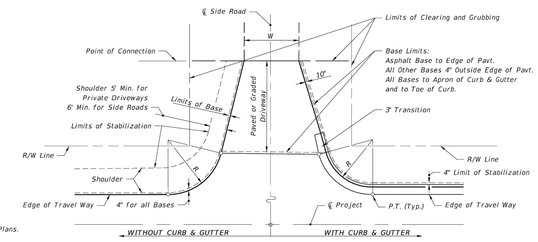


DRAINAGE SECTION



DRIVEWAY PROFILE AND END VIEW

FLUSH SHOULDER ROADWAY - DRIVEWAY CONSTRUCTION



PLAN

LIMITS OF CLEARING & GRUBBING, STABILIZING AND BASE AT DRIVEWAYS

DRIVEWAY ENTRANCES NOTES:

1. See Plans for Driveway Width (W) and Return Radius (R).
2. See the Plans for drainage pipe size and length or as determined by the Engineer. The size will be no less than 15" diameter or equivalent.
3. Stable material may be required for graded driveways to private property as directed by the Engineer in accordance with Specification 102-8.
4. The driveway pavement requirement at graded connections may be waived for connections serving one or two homes or field entrances with less than 20 trips per day, or 5 trips per hour as approved by the Engineer, or when not shown in the Plans.
5. Point of Connection:
   a. Construct paved driveways for all paved connecting facilities. The connecting point will be determined by the Engineer.
   b. Construct paved driveways for all business, commercial, industrial or high volume residential graded connecting facilities. Construct the connecting point 30'-0" from edge of travel way or at R/W line, whichever is less.
   c. Construct paved driveways for all side road connections. The R/W is the connecting point.

LAST REVISION 11/01/18	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	PAVED AND GRADED DRIVEWAYS	INDEX 330-001	SHEET 1 of 2

9/21/2021 1:00:38 PM

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

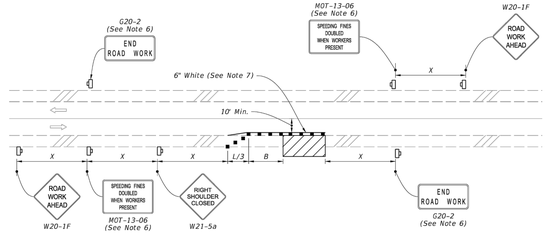
SYMBOLS:

Work Area

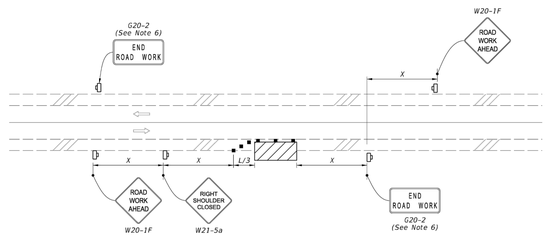
Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic



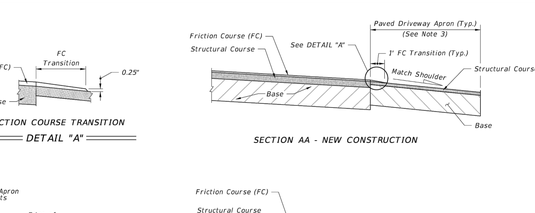
TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY WITH WORK ZONE SPEED OF 45 MPH OR LESS



TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

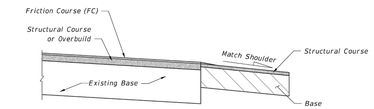
LAST REVISION 11/01/21	REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX 102-602	SHEET 1 of 2

10/19/2022 12:12:18 AM



DRIVEWAY TYPES

SECTION AA - NEW CONSTRUCTION



SECTION AA - RESURFACING

NEW DRIVEWAY

AREAS FOR ONE 5' DEEP DRIVEWAY APRON (SY)

Drive Width (Ft.)	Intersection			
	Normal		Skewed	
	Type I	Type II	Type I	Type II
12	26	51	31	60
14	27	52	33	61
16	28	53	34	63
18	29	54	35	64
20	31	55	37	65
22	32	56	38	67
24	33	57	39	68
26	34	58	40	69
28	35	59	42	70
30	36	61	43	72
32	37	62	44	73
34	38	63	46	74
36	39	64	47	76
38	41	65	48	77
40	42	66	49	78
42	43	67	51	79
44	44	68	52	81
46	45	69	53	82
48	46	71	55	83
50	47	72	56	85
52	48	73	57	86
54	49	74	58	87
56	51	75	60	88
58	52	76	61	90
60	53	77	62	91

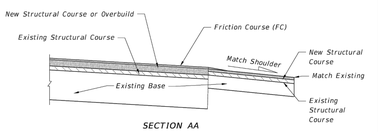
MATERIAL TYPES AND THICKNESSES FOR PAVED CONNECTIONS

Course	Materials	Minimum Thickness (in.)	
		Connections	Roadway*
Structural	Asphaltic Concrete	1½"	1½"
Bases	Optional Base (See Specification 285)	O.B.G. 2	O.B.G. 3

* Travel way flares (bypass lanes), auxiliary lanes serving more than a single connection, and all median crossovers including their auxiliary lanes and/or transition tapers.

NOTES

1. Use same material for driveway structural course and roadway overbuild or structural course, except as approved by the Engineer for graded connections. Other Department-approved equivalent pavements may be used at the discretion of the Engineer.
2. Auxiliary lanes and their transition tapers shall be the same structure as the abutting travel way pavement thickness or any of the roadway structures tabulated above, whichever is thicker.
3. If an asphalt base course is used for a driveway, its thickness may be increased to match the edge of travel way pavement thickness in lieu of a separate structural course. 6" of Portland cement concrete will be acceptable in lieu of the asphalt base and structural courses. See Notes 4 and 5 below.
4. A structural course is required for flexible pavements when they are used for auxiliary lanes serving more than a single connection.
5. Use Class NS concrete at least 6" thick for driveways paved with Portland Cement Concrete. Construct in accordance with Specifications 347, 350, and 522.
6. The Department may require other pavement criteria where local conditions warrant.



SECTION AA

RESURFACING EXISTING DRIVEWAY

GENERAL NOTES:

1. Driveways are to be constructed or resurfaced for low volume (single family, duplex, farm, etc.) residential connections as directed by the Engineer.
2. Driveways construction is not required for low volume residential connections where roadway shoulders are paved.
3. Match existing paved shoulder widths ≥ 4'. For all other shoulders conditions, construct at 5' wide.
4. Connections beyond the shoulder width are to be constructed as directed by the Engineer.
5. Construct Driveway Base in accordance with Specification 286.
6. Payment for structural course and friction course is to be included in roadway pavement pay item.

LAST REVISION 11/01/18	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	PAVED AND GRADED DRIVEWAYS	INDEX 330-001	SHEET 2 of 2

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BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

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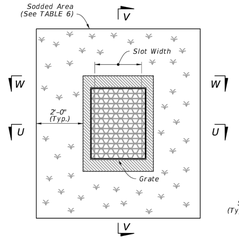
SHEET CONTENTS

SITE DETAILS

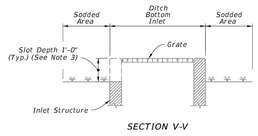
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C-502

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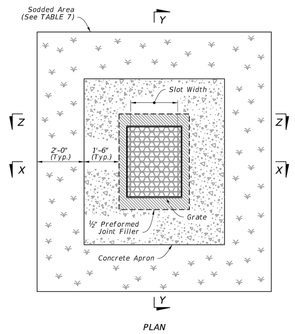


PLAN



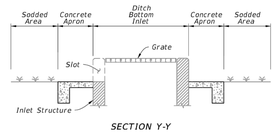
SECTION V-V

TABLE 6 SOD ONLY QUANTITIES	
Inlet Type	Sod SY
C	6
D	6
E	7
H	8

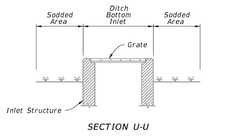


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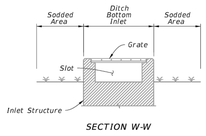
TABLE 7 SOD AND CONCRETE APRON QUANTITIES		
Inlet Type	Sod SY	Conc. CY
C	8	0.30
D	9	0.36
E	9	0.37
H	11	0.45



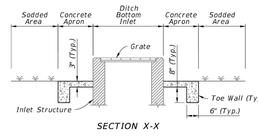
SECTION Y-Y



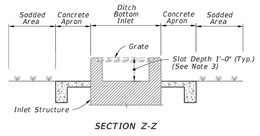
SECTION U-U



SECTION W-W



SECTION X-X



SECTION Z-Z

SODDING ONLY
(Slot Shown, Non-Slot Similar)

SODDING AND PAVEMENT
(Slot Shown, Non-Slot Similar)

NOTES:

1. Concrete Apron installed only where called for in the Plans.
2. Sod always required.
3. Slots are not permitted on sides with grate seats.

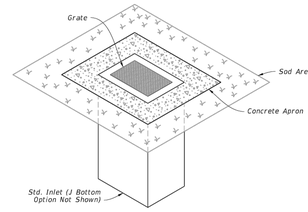
NON-TRAVERSABLE INLET DETAILS

10/20/2022 8:14:28 AM

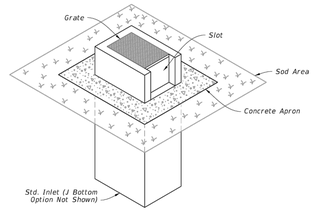
LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX	SHEET
10/01/20				425-052	8 of 14

GENERAL NOTES:

1. Work this Index with Index 425-001 and Index 425-010.
2. Chamfer all exposed edges and corners ¾" chamfer or tooled to ½" radius.
3. All reinforcing is Grade 60 bars with 2" minimum. cover unless otherwise noted. Cut or bend bars for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.
4. Use Concrete Apron on inlets without slots and inlets with non-traversable slots only when called for in the Plans.
5. Quantities are for informational and estimating purposes only.



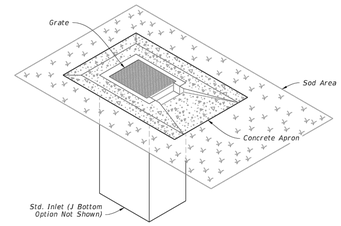
DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Without Slot – Type D, E, and H Similar, Pipe Connection Not Shown)



DITCH BOTTOM INLET TYPE C
NON-TRAVERSABLE
(Slot > 7" Shown – Type D, E, and H Similar, Pipe Connection Not Shown)

TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Type C – Dimensional, Reinforcing, and Grate Details
3	Type D – Dimensional, Reinforcing, and Grate Details
4	Type E – Dimensional, Reinforcing, and Grate Details
5	Type H (2 & 3 Grate) – Dimensional, Reinforcing, and Steel Grate Details
6	Type H (4 Grate) – Dimensional, Reinforcing, and Steel Grate Details
7	Cast Iron Grate Details
8	Non-Traversable Inlet Details
9	Traversable Inlet Without Slot Details
10	Traversable Inlet With Slot Details
11	Case 1 – Add Traversable Slots to Existing Inlets
12	Case 2 – Add Traversable Slots (Partial) to Existing Inlets
13	Case 3 – Add Traversable Slots (Partial) to Existing Inlets and Ditch Block
14	Alternate A Structure Bottom – Top Slab Details



DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Single Slot < 7" Shown, Double Slot, Type D, and E Similar, Pipe Connection Not Shown)

10/20/2022 8:14:23 AM

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX	SHEET
10/01/20				425-052	1 of 14

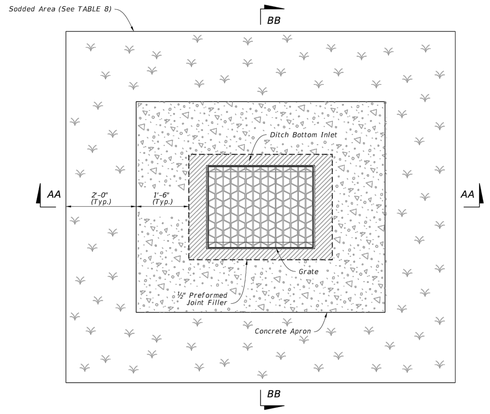
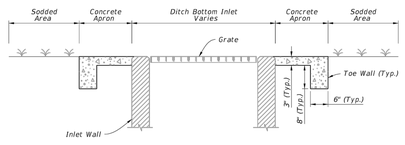


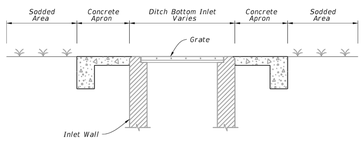
TABLE 8 CONCRETE APRON AND SOD QUANTITIES		
SOD AND PAVEMENT		
Inlet Type	Sod SY	Conc. CY
C	8	0.30
D	9	0.36
E	9	0.37
H	11	0.45

NOTES:

1. Concrete Apron to be installed only where called for in the Plans.
2. Sod always required.



SECTION AA-AA

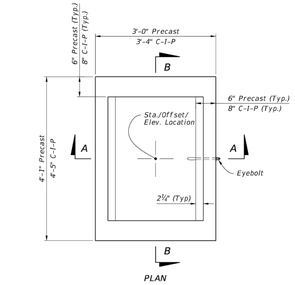


SECTION BB-BB

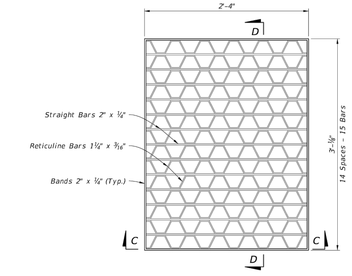
TRAVERSABLE INLET WITHOUT SLOT DETAILS

10/20/2022 8:14:29 AM

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX	SHEET
10/01/20				425-052	9 of 14



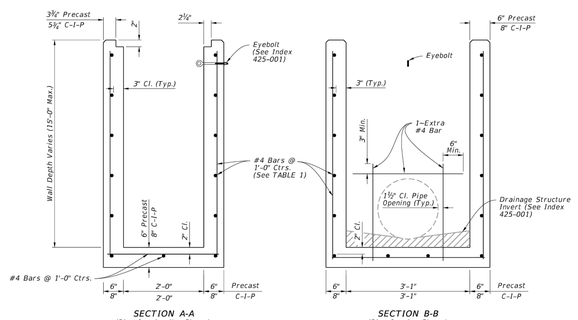
PLAN



SECTION C-C



SECTION D-D



SECTION A-A
(Pipe Opening Not Shown)

SECTION B-B
(Pipe Opening Shown)

TABLE 1 HORIZONTAL WALL REINFORCING SCHEDULE				
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0' - 15'	A12	0.20	12"	8"

NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

STEEL GRATE DETAIL
(Approx. 104 Lbs. – See Sheet 7 For Cast Iron Grates)

DIMENSIONAL AND REINFORCING DETAILS

TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

10/20/2022 8:14:24 AM

LAST REVISION	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	DITCH BOTTOM INLET TYPES C, D, E, AND H	INDEX	SHEET
10/01/20				425-052	2 of 14

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED

12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

NOT FOR CONSTRUCTION

M&H NO.:	1000712-211418.02
DATE:	FEBRUARY 2025
DESIGNED BY:	TMS
DRAWN BY:	CAJ
CHECKED BY:	JWS

SHEET CONTENTS
SITE DETAILS

SHEET NO.
C-503

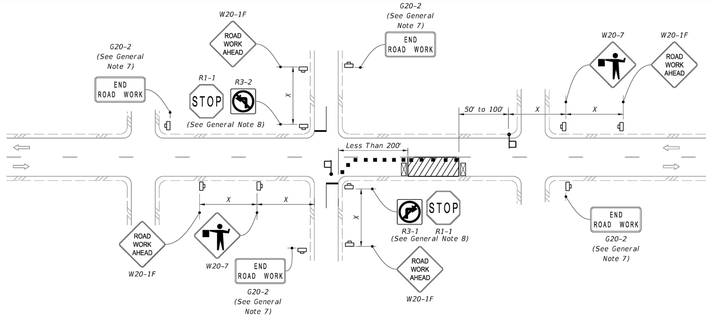
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GENERAL NOTES:

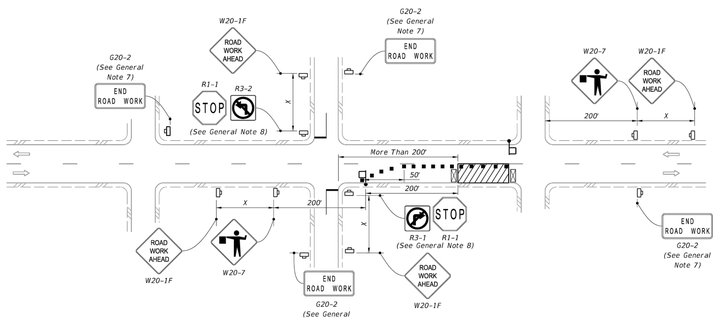
1. This Index applies to two-lane, two-way roadways with work within or near the intersection.
2. X = Work Zone Sign Spacing
   See Index 102-600 for "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).
4. If vehicles in a parking zone block the line of sight to TCZ signs, locate and post mount signs in accordance with Index 700-101.
5. If the work area extends across a crosswalk, close the crosswalk in accordance with Index 102-660.
6. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.
7. The "End Road Work" signs (G20-2) along with the associated work zone sign distances may be omitted when the work zone will be in place for 24 hours or less.
8. As an option to the "STOP" sign (R1-1) and Restricted Left/Right Turning Movement sign (R3-1 or R3-2), the "SIDE ROAD INTERSECTING THE WORK ZONE" flagging operation from Index 102-600 may be used.

SYMBOLS:

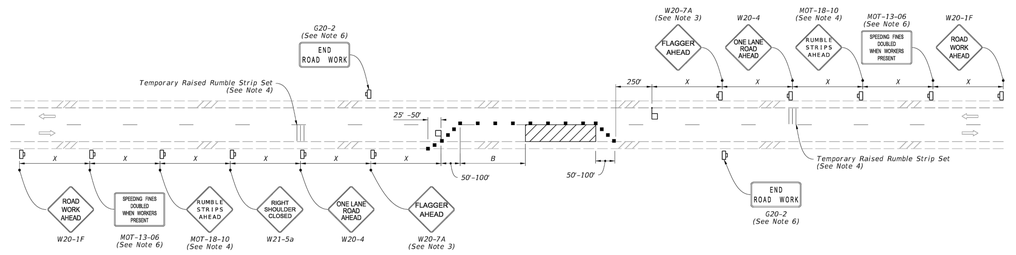
- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic



LANE CLOSURE FOR WORK LESS THAN 200' FROM INTERSECTION



LANE CLOSURE FOR WORK MORE THAN 200' FROM INTERSECTION



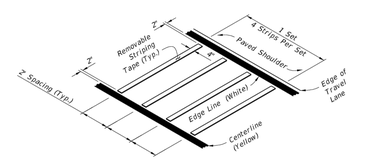
NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

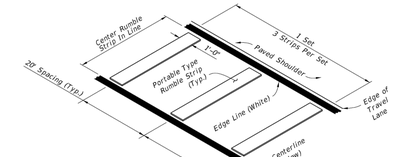
   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

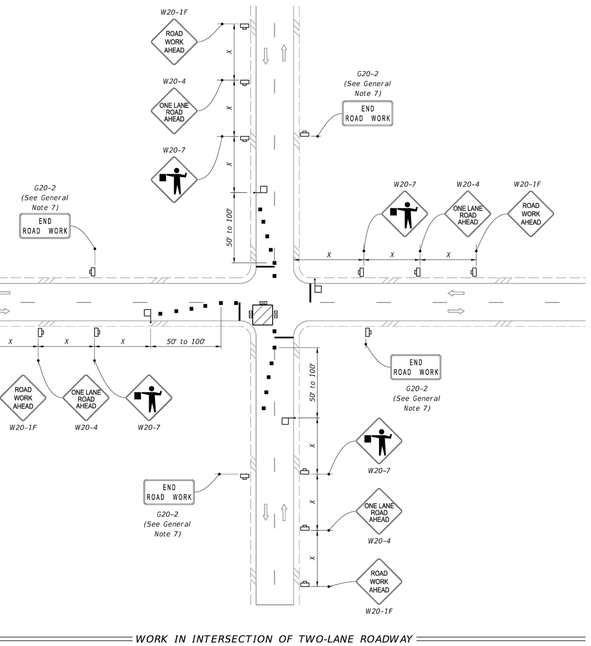


OPTION - 1
REMOVABLE STRIPING TYPE



OPTION - 2
PORTABLE TYPE

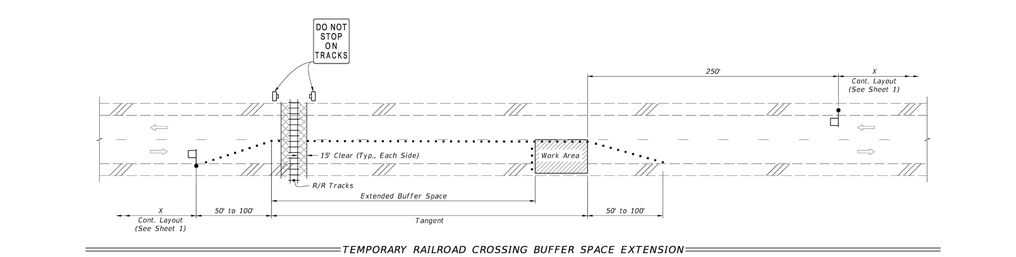
RUMBLE STRIP SETS



WORK IN INTERSECTION OF TWO-LANE ROADWAY

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Stop Bar
- Flagger
- Lane Identification and Direction of Traffic



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION

TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

SPECIAL CONDITIONS

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD
ROADWAY ENHANCEMENTS

NEW SMYRNA BEACH, FL 32169

ISSUED

12/2024	100% PLAN SET
02/2025	BID SET PLANS
04/2025	REVISION 1: REMOVAL OF SCALE NOTE FROM TITLE BLOCK.

NOT FOR CONSTRUCTION

M&H NO.:	1000712-211418.02
DATE:	FEBRUARY 2025
DESIGNED BY:	TMS
DRAWN BY:	CAJ
CHECKED BY:	JWS

SHEET CONTENTS
SITE DETAILS

SHEET NO.
C-504

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4/1/2025 10:43:27 AM

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 07-25-CIP

Barracuda Boulevard Roadway Enhancement

RESPONSE DEADLINE: April 21, 2025 at 5:00 pm
Report Generated: Thursday, April 24, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Halifax Paving, Inc.	$300,556.00
BARRACUDA BLDG CORP	$370,462.90
Gregori Construction	$393,462.00
All State Civil Construction	$402,568.00
All Terrain Tractor Service, Inc	$411,693.30
JBI Contractors LLC	$483,955.51
Masci General Contractor, Inc.	$519,719.88

TABLE 1 (Table 1 of 2)

					All State Civil Construction		All Terrain Tractor Service, Inc		BARRACUDA BLDG CORP		Gregori Construction		Halifax Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Mobilization	1	LS	$80,000.00	$80,000.00	$10,000.00	$10,000.00	$52,500.00	$52,500.00	$10,130.00	$10,130.00	$38,000.00	$38,000.00

					All State Civil Construction		All Terrain Tractor Service, Inc		BARRACUDA BLDG CORP		Gregori Construction		Halifax Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Pre-Construction Video	1	LS	$1,500.00	$1,500.00	$1,250.00	$1,250.00	$1,300.00	$1,300.00	$1,196.00	$1,196.00	$3,000.00	$3,000.00
X	3	Erosion Control / NPDES Permit Requirements	1	LS	$4,500.00	$4,500.00	$8,550.00	$8,550.00	$1,800.00	$1,800.00	$9,129.00	$9,129.00	$5,000.00	$5,000.00
X	4	Clearing and Grubbing	1	LS	$13,200.00	$13,200.00	$9,672.50	$9,672.50	$21,000.00	$21,000.00	$18,163.00	$18,163.00	$12,500.00	$12,500.00
X	5	Construct Drainage Pipe 15" RCP	100	LF	$220.00	$22,000.00	$304.71	$30,471.00	$190.00	$19,000.00	$744.00	$74,400.00	$148.00	$14,800.00
X	6	FDOT Modified Type "C" Inlet - Control Structure	1	EA	$14,500.00	$14,500.00	$9,699.00	$9,699.00	$15,700.00	$15,700.00	$17,123.00	$17,123.00	$7,500.00	$7,500.00
X	7	FDOT Type 'C' Ditch Btm Inlet	1	EA	$15,200.00	$15,200.00	$9,699.00	$9,699.00	$15,700.00	$15,700.00	$20,783.00	$20,783.00	$7,500.00	$7,500.00
X	8	Open Cut and Repair Asphalt Pavement	220	SY	$50.00	$11,000.00	$70.51	$15,512.20	$55.00	$12,100.00	$14.00	$3,080.00	$25.00	$5,500.00
X	9	Mill Asphalt - Average Depth 1-1/2"	1810	SY	$12.00	$21,720.00	$7.68	$13,900.80	$6.00	$10,860.00	$7.00	$12,670.00	$10.00	$18,100.00

					All State Civil Construction		All Terrain Tractor Service, Inc		BARRACUDA BLDG CORP		Gregori Construction		Halifax Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	Rework existing Base and Subgrade and Prepare for Pipe Installation	220	SY	$35.00	$7,700.00	$158.98	$34,975.60	$53.00	$11,660.00	$90.00	$19,800.00	$25.00	$5,500.00
X	11	Environmental Curbing	657	LF	$42.00	$27,594.00	$28.00	$18,396.00	$46.00	$30,222.00	$40.00	$26,280.00	$24.00	$15,768.00
X	12	Asphaltic Concrete with Tack Coat and Existing Striping Replacement with 1-1/2" Wearing Surface	1810	SY	$45.00	$81,450.00	$24.87	$45,014.70	$35.27	$63,838.70	$39.00	$70,590.00	$22.80	$41,268.00
X	14	Painted Pavement Markings, Standard, White, Island Nose, 6"	415	SF	$15.60	$6,474.00	$22.56	$9,362.40	$9.00	$3,735.00	$12.00	$4,980.00	$4.00	$1,660.00
X	15	Furnish & Install Sod	620	SY	$14.00	$8,680.00	$7.65	$4,743.00	$22.56	$13,987.20	$6.00	$3,720.00	$8.00	$4,960.00
X	16	Maintenance of Traffic	1	LS	$15,200.00	$15,200.00	$36,950.00	$36,950.00	$19,750.00	$19,750.00	$23,897.00	$23,897.00	$25,000.00	$25,000.00
X	17	"Record" Drawing Preparation	1	LS	$5,500.00	$5,500.00	$12,750.00	$12,750.00	$4,625.00	$4,625.00	$10,668.00	$10,668.00	$5,000.00	$5,000.00

					All State Civil Construction		All Terrain Tractor Service, Inc		BARRACUDA BLDG CORP		Gregori Construction		Halifax Paving, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Unsuitable Material Excavation	5	CY	$1,250.00	$6,250.00	$2,272.50	$11,362.50	$93.00	$465.00	$355.00	$1,775.00	$100.00	$500.00
X	19	Bulk Concrete	10	CY	$750.00	$7,500.00	$341.00	$3,410.00	$957.00	$9,570.00	$1,053.00	$10,530.00	$450.00	$4,500.00
X	20	Crushed Rock or Shell Trench Subgrade Material	10	CY	$250.00	$2,500.00	$6,092.46	$60,924.60	$139.00	$1,390.00	$399.00	$3,990.00	$100.00	$1,000.00
X	21	Disposal of Excess Base Materials	10	CY	$50.00	$500.00	$905.00	$9,050.00	$56.00	$560.00	$283.00	$2,830.00	$100.00	$1,000.00
X	22	Landscaping & Irrigation	1	LS	$37,100.00	$37,100.00	$45,000.00	$45,000.00	$46,000.00	$46,000.00	$32,974.00	$32,974.00	$65,000.00	$65,000.00
X	23	5/8-inch Reclaimed Pipe Tap (with New Smyrna Beach Utilities)	1	LS	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$4,700.00	$4,700.00	$4,754.00	$4,754.00	$7,500.00	$7,500.00
X	24	Allowance	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Total						$402,568.00		$411,693.30		$370,462.90		$393,462.00		$300,556.00

TABLE 1 (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	JBI Contractors LLC		Masci General Contractor, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	1	Mobilization	1	LS	$40,000.00	$40,000.00	$57,000.00	$57,000.00
X	2	Pre-Construction Video	1	LS	$6,500.00	$6,500.00	$2,541.00	$2,541.00
X	3	Erosion Control / NPDES Permit Requirements	1	LS	$26,500.00	$26,500.00	$7,448.00	$7,448.00
X	4	Clearing and Grubbing	1	LS	$25,000.00	$25,000.00	$47,520.00	$47,520.00
X	5	Construct Drainage Pipe 15" RCP	100	LF	$365.91	$36,591.00	$779.25	$77,925.00
X	6	FDOT Modified Type "C" Inlet - Control Structure	1	EA	$18,374.59	$18,374.59	$27,855.00	$27,855.00
X	7	FDOT Type 'C' Ditch Btm Inlet	1	EA	$18,374.59	$18,374.59	$25,744.00	$25,744.00
X	8	Open Cut and Repair Asphalt Pavement	220	SY	$72.47	$15,943.40	$139.75	$30,745.00
X	9	Mill Asphalt - Average Depth 1-1/2"	1810	SY	$22.87	$41,394.70	$7.75	$14,027.50
X	10	Rework existing Base and Subgrade and Prepare for Pipe Installation	220	SY	$41.89	$9,215.80	$129.21	$28,426.20
X	11	Environmental Curbing	657	LF	$39.39	$25,879.23	$55.29	$36,325.53
X	12	Asphaltic Concrete with Tack Coat and Existing Striping Replacement with 1-1/2" Wearing Surface	1810	SY	$29.40	$53,214.00	$41.54	$75,187.40
X	14	Painted Pavement Markings, Standard, White, Island Nose, 6"	415	SF	$23.58	$9,785.70	$25.00	$10,375.00
X	15	Furnish & Install Sod	620	SY	$22.89	$14,191.80	$9.51	$5,896.20

Selected	Line Item	Description	Quantity	Unit of Measure	JBI Contractors LLC		Masci General Contractor, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	16	Maintenance of Traffic	1	LS	$33,489.00	$33,489.00	$17,500.00	$17,500.00
X	17	"Record" Drawing Preparation	1	LS	$17,845.00	$17,845.00	$8,000.00	$8,000.00
X	18	Unsuitable Material Excavation	5	CY	$889.00	$4,445.00	$50.00	$250.00
X	19	Bulk Concrete	10	CY	$838.00	$8,380.00	$350.00	$3,500.00
X	20	Crushed Rock or Shell Trench Subgrade Material	10	CY	$767.00	$7,670.00	$150.00	$1,500.00
X	21	Disposal of Excess Base Materials	10	CY	$494.00	$4,940.00	$30.00	$300.00
X	22	Landscaping & Irrigation	1	LS	$45,659.20	$45,659.20	$27,454.05	$27,454.05
X	23	5/8-inch Reclaimed Pipe Tap (with New Smyrna Beach Utilities)	1	LS	$10,562.50	$10,562.50	$4,200.00	$4,200.00
X	24	Allowance	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00
Total						$483,955.51		$519,719.88

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	All State Civil Construction	All Terrain Tractor Service, Inc	BARRACUDA BLDG CORP	Gregori Construction	Halifax Paving, Inc.	JBI Contractors LLC	Masci General Contractor, Inc.
Public Records Act	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	All State Civil Construction	All Terrain Tractor Service, Inc	BARRACUDA BLDG CORP	Gregori Construction	Halifax Paving, Inc.	JBI Contractors LLC	Masci General Contractor, Inc.
Employer Identification Number	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Professional License	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass		No Response	No Response		Pass
Drug-Free Workplace Certification	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Drug-Free Workplace Certification Site Information	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Required Documentation and City Required Forms	Pass	Pass	Pass	Pass	Pass	Pass	Pass

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PRICE TABLES HALIFAX PAVING, INC.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	$38,000.00	$38,000.00
2	Pre-Construction Video	1	LS	$3,000.00	$3,000.00
3	Erosion Control / NPDES Permit Requirements	1	LS	$5,000.00	$5,000.00
4	Clearing and Grubbing	1	LS	$12,500.00	$12,500.00
5	Construct Drainage Pipe 15" RCP	100	LF	$148.00	$14,800.00
6	FDOT Modified Type "C" Inlet - Control Structure	1	EA	$7,500.00	$7,500.00
7	FDOT Type 'C' Ditch Btm Inlet	1	EA	$7,500.00	$7,500.00
8	Open Cut and Repair Asphalt Pavement	220	SY	$25.00	$5,500.00
9	Mill Asphalt - Average Depth 1-1/2"	1810	SY	$10.00	$18,100.00
10	Rework existing Base and Subgrade and Prepare for Pipe Installation	220	SY	$25.00	$5,500.00
11	Environmental Curbing	657	LF	$24.00	$15,768.00
12	Asphaltic Concrete with Tack Coat and Existing Striping Replacement with 1-1/2" Wearing Surface	1810	SY	$22.80	$41,268.00

14	Painted Pavement Markings, Standard, White, Island Nose, 6"	415	SF	$4.00	$1,660.00
15	Furnish & Install Sod	620	SY	$8.00	$4,960.00
16	Maintenance of Traffic	1	LS	$25,000.00	$25,000.00
17	"Record" Drawing Preparation	1	LS	$5,000.00	$5,000.00
18	Unsuitable Material Excavation	5	CY	$100.00	$500.00
19	Bulk Concrete	10	CY	$450.00	$4,500.00
20	Crushed Rock or Shell Trench Subgrade Material	10	CY	$100.00	$1,000.00
21	Disposal of Excess Base Materials	10	CY	$100.00	$1,000.00
22	Landscaping & Irrigation	1	LS	$65,000.00	$65,000.00
23	5/8-inch Reclaimed Pipe Tap (with New Smyrna Beach Utilities)	1	LS	$7,500.00	$7,500.00
24	Allowance	1	LS	$10,000.00	$10,000.00
	Total				**$300,556.00**

Joseph L. Durrance, CEO
4-21-25

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Halifax Paving, Inc. , (hereinafter called Principal) and Nationwide Mutual Insurance Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Ohio, with its principal offices in the City of Columbus, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of the Amount Bid Dollars ($ ------10%------), good and lawful money of the United State of America, to be paid upon demand of the City of New Smryna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smryna Beach, Florida, a bid for the construction of Barracuda Boulevard Roadway Enhancement in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 3rd day of April, 20 25.

Halifax Paving, Inc.
Principal

By JOSEPH L. DURRANCE, CEO

Nationwide Mutual Insurance Company
Surety

By Tyler D DeBord, Attorney-In-Fact

ATTEST:

(SEAL)

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Power of Attorney Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
STEPHEN P FARMER; TYLER D DEBORD; VINCENT DELUCA; ASHLEY TYREE; KARA RUCKERT; MARGARET HALL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds, undertaking and contracts of suretyship or other written obligations in the nature therefor; for all obligees including authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary: provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of April, 2025.

Assistant Secretary

BDJ 1(04-24)00

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City of New Smyrna Beach

Proposal Response

Title of Project Name: **Barracuda Boulevard Roadway Enhancements**

Project ID: **07-25-CIP**

Company Name: HALIFAX PAVING, INC.

Print Authorized Officer Name & Title: JOSEPH L. DURRANCE, CEO

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Signed Bid Form	✓
Copy of Bid Bond, no less than 10% of the submitted bid	✓
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration listing Unique Identifier Number	✓

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City of New Smyrna Beach

RFP 07-25-CIP: Barracuda Boulevard Roadway Enhancement

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Joseph L. Durrance	CEO	386-547-4852
Bill Nowak	COO	386-547-0590
Thomas A. Durrance	President	386-547-0166

Joseph L. Durrance
Print Name

CEO
Signature/Title)

Halifax Paving, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture ___X___ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 59-1233559

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VENDOR INFORMATION

BID #:	ITB 07-25-CIP
BID TITLE:	Barracuda Boulevard Roadway Enhancement

Respondent Information	
Company Name: HALIFAX PAVING, INC.	Federal Employer Identification Number or SS Number: 59-1233559 DUN Number: 006855431
Mailing Address: P.O. BOX 730549 ORMOND BEACH, FL 32173-0549	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of: FLORIDA
Corporate Address: 870 HULL ROAD ORMOND BEACH, FL 32174	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: CGC1510308
Telephone No. 386-676-0200	
Email Address: ESTIMATING@HALIFAXPAVING.NET	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: THOMAS A. DURRANCE	Vice President: STEVE BLAIR
Secretary: AMANDA L. DURRANCE	Treasurer: AMANDA L. DURRANCE
~~Other~~ CEO: JOSEPH L. DURRANCE	~~Other~~ COO: BILL NOWAK

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Title: CEO

JOSEPH L. DURRANCE
Printed Name

Date: 4-21-25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

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CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 4-21-25

VENDOR NAME: HALIFAX PAVING, INC.

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: ASPHALT PAVING / SITEWORK

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
	P.O. Box 730549	870 Hull Road
ADDRESS	ADDRESS	ADDRESS
	Ormond Beach	Ormond Beach
	FL	FL
CITY/STATE	CITY/STATE	CITY/STATE
	32173-0549	32174
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: JOSEPH L. DURRANCE

E-MAIL: JOEY@HALIFAXPAVING.NET

OFFICE PHONE: 386-676-0200

FAX: 386-676-0805

MOBILE PHONE: 386-547-4852

FEDERAL TAX ID#: 59-1233559

DUNS Number: 006855431

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
HALIFAX PAVING, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
870 HULL ROAD

Requester's name and address (optional)

City, state, and ZIP code
ORMOND BEACH, FL 32174

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
59 :1233559

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — **Signature of U.S. person** ▶ [signature] **Date** ▶ 4-21-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

HALIFAX PAVING, INC.

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

CEO

OFFICER TITLE

4-21-23

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 4-21-25

Authorized Signature and Title

JOSEPH L. DURRANCE, CEO

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 07-25-CIP described as:

_____.

HALIFAX PAVING, INC.
Firm

4-21-25
Date

Authorized Signature and Title

JOSEPH L. DURRANCE, CEO
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 4-21-25

Authorized Signature

JOSEPH L. DUPLESSIS, CEO

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by JOSEPH L. DUZRANCE, CEO
(Print Individual's Name and Title)
for HALIFAX PAVING, INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is 870 HULL ROAD ORMOND BEACH, FL 32174

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1233559

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 21ST day of APRIL, 2025.

Personally known X

OR produced identification _____

_____
(Type of Identification)

Amanda L Durrance
(Notary)

Notary Public State of FLORIDA

My commission expires: 01/26/2026

AMANDA L. DURRANCE
MY COMMISSION # HH 181888
EXPIRES: January 26, 2026
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of FLORIDA

County of VOLUSIA

JOSEPH L. DURRANCE, being first duly sworn, deposes and says that:

He/she is CEO of HALIFAX PAVING, INC., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

CEO
Title

Subscribed and sworn to before me this 21ST day of APRIL, 2025.

Amanda L Durrance

NOTARY
Title

AMANDA L. DURRANCE
MY COMMISSION # HH 181888
EXPIRES: January 26, 2026
Bonded Thru Notary Public Underwriters

My Commission Expires: 01/26/2026

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: HALIFAX PAVING, INC.

Consultant E-Verify Registration Number: L3J9S0M8J635

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: JOSEPH L. DURRANCE, CEO

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 21ST Day of APRIL, 2025. She/He is personally known to me or has produced _____ As identification.

AMANDA L. DURRANCE
MY COMMISSION # HH 181888
EXPIRES: January 26, 2026
Bonded Thru Notary Public Underwriters

Amanda L Durrance
Notary Public

My commission expires: 01/26/2026

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of NSB ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: HALIFAX PAVING, INC.

Authorized Signature: _____ Date: 4-21-25

Printed Name: JOSEPH L. DURRANCE

Title: CEO

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21ST day of APRIL, 2025, by JOSEPH L. DURRANCE, as CEO on behalf of the ( ) y/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

AMANDA L. DURRANCE
MY COMMISSION # HH 181888
EXPIRES: January 26, 2026
Bonded Thru Notary Public Underwriters

Signature of Notary Public
Amanda L Durrance
Name of Notary Typed, Printed or Stamped
My Commission Expires: 01/26/2026

2377

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ (City & State) and principal office in _____ (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

JOSEPH L. DURRANCE
Typed Name

CEO
Title

Signed

4-21-25
Dated

Sworn to and subscribed before me this 21ST day of APRIL 2025.

Personally known X OR produced identification ____. Identification type: _____

Notary Public: State of FLORIDA County of VOLUSIA

Amanda L Durrance
Printed, typed, or stamped commissioned name of notary public

My commission expires: 01/26/2026

AMANDA L. DURRANCE
MY COMMISSION # HH 181888
EXPIRES: January 26, 2026
Bonded Thru Notary Public Underwriters

2378

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	FLORIDA	
Principal Place of Business (Enter Address)	870 HULL ROAD ORMOND BEACH, FL 32174	
Federal I.D. Number	59-1233557	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: HALIFAX PAVING, INC.

Mailing Address: P.O. BOX 730549 ORMOND BEACH, FL 32173

Telephone Number: 386-676-0200 Fax Number: 386-676-0805 E-mail Address: ESTIMATING@HALIFAXPAVING.NET

Authorized Signature	Printed Name	FEIN
	JOSEPH L. DURRANCE	59-1233557

Title	Date
CEO	4-21-25

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

DIVISION OF CORPORATIONS



DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	59-1233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

870 HULL ROAD
ORMOND BEACH, FL 32174

Changed: 04/04/2024

Mailing Address

P O BOX 730549
ORMOND BCH, FL 32173

Changed: 03/11/1997

Registered Agent Name & Address

DURRANCE, THOMAS A
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Name Changed: 10/25/2011

Address Changed: 02/05/2020

Officer/Director Detail

Name & Address

Title D

CONROY, IRENE
24615 Alligator Road
Astor, FL 32102

Title Director, Asst. Secretary, Asst. Treasurer

DURRANCE, LEONARD CMR
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title CEO

DURRANCE, JOSEPH LEONARD
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title PD

DURRANCE, THOMAS AMR.
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Title D

DURRANCE, JO LYNN MRS.
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title Secretary, Treasurer

DURRANCE, AMANDA L
1247 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

BLAIR, STEVEN
2511 LIPIZZAN TRAIL
ORMOND BEACH, FL 32174

Title COO

NOWAK, WILLIAM R
513 CEDAR ARBOR CT
ST. AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2023	01/30/2023
2024	04/04/2024
2025	02/28/2025

Document Images

02/28/2025 -- ANNUAL REPORT	View image in PDF format
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01/30/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
02/15/2021 -- ANNUAL REPORT	View image in PDF format
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01/29/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
09/17/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
09/23/2005 -- Amendment	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
02/11/2003 -- ANNUAL REPORT	View image in PDF format
01/04/2002 -- ANNUAL REPORT	View image in PDF format
01/08/2001 -- ANNUAL REPORT	View image in PDF format
03/23/2000 -- ANNUAL REPORT	View image in PDF format
02/25/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
03/11/1997 -- ANNUAL REPORT	View image in PDF format
03/11/1996 -- ANNUAL REPORT	View image in PDF format
06/12/1995 -- ANNUAL REPORT	View image in PDF format

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: HALIFAX PAVING, INC.

FEIN: 59-1233559

Authorized Representative Name and Title: JOSEPH L. DURRANCE, CEO

Address: 870 HULL ROAD

City: ORMOND BEACH State: FL Zip: 32174

Phone Number: 386-676-0200 Email Address: ESTIMATING@HALIFAXPAVING.NET

Certified By: JOSEPH L. DURRANCE CEO

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: 4-21-25
Authorized Signature and Title

JOSEPH L. DURRANCE, CEO
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: SEE ATTACHED			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	
Project #2:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	
Project #3:			
Project Name:			
Type of Project/Service:			
Address:			
Contracting Agency/Client:			
Contact Name and Phone #:			
Contact Email Address and Fax #:			
Contract Amount:	Start Date:	End Date:	

Tyler Kirton

To: <halifaxpaving@cfl.rr.com>
Sent: Wednesday, December 30, 2009 9:21 AM
Subject: Requested DUNS Number

THIS IS AN AUTOMATED MESSAGE GENERATED BY THE D&B CCR REGISTRATION PORTAL. PLEASE DO NOT REPLY TO THIS MESSAGE.
Thank you for your request for your company's existing DUNS Number.

Your D-U-N-S Number is 006855431
for
HALIFAX PAVING, INC.
860 HULL RD
ORMOND BEACH,FL,321748729
UNITED STATES OF AMERICA
If you have any questions about your DUNS Number, please contact us at govt@dnb.com.

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.431 / Virus Database: 270.14.123/2594 - Release Date: 12/30/09 07:27:00

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 31,2024

HALIFAX PAVING, INC.
870 HULL ROAD
ORMOND BEACH, FLORIDA 32174

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Concrete Traffic Separator, Curb & Gutter, Milling.

Unless notified otherwise, this Certificate of Qualification will expire **12/30/2025**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DURRANCE, THOMAS AUSTIN

HALIFAX PAVING INC
814 HULL RD
ORMOND BEACH FL 32174

LICENSE NUMBER: CGC1510308

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

AUG 29 2024	HALIFAX PAVING, INC. AIRPORT PROJECTS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT
	COMPLETED JOBS					
0907	NSB AIRPORT RUNWAY 7-25	3,4,6,9	2009	VOLUSIA	D&W PAVING	71,636.40
0925	PALATKA AIRPORT	3,4,6,9	2010	PUTNAM	CITY OF PALATKA	1,380,877.00
0931	MELBOURNE INTERNATIONAL AIRPORT	3,4,6,9	2009	BREVARD	MELBOURNE AIRPORT AUTH	773,560.00
0933	ST AUGUSTINE AIRPORT	3,4,6,9	2010	ST JOHNS	ST JOHNS COUNTY	2,352,975.50
01015	TAXIWAY "G" DELAND	3,4,6,9	2010	VOLUSIA	CITY OF DELAND	179,240.80
01104	PALATKA MUN AIRPORT TAXIWAY 'B'	3,4,6,9	2011	PUTNAM	CITY OF PALATKA	815,485.20
01125	NEW SMYRNA BCH AIRPORT	3,4,6,9	2011	VOLUSIA	CITY OF NEW SMYRNA	35,000.00
01205	RUNWAY 9-27 REHABILITATION	3,4,6,9	2012	PUTNAM	CITY OF PALATKA	3,421,521.74
01237	GENERAL AVIATION RAMP	3,4,6,9	2013	PUTNAM	CITY OF PALATKA	857,546.00
01301	SANFORD AIRPORT	3,4,6,9	2014	SEMINOLE	OSAA	14,266,000.00
01306	TAXIWAY ALPHA-ORMOND BEACH	3,4,6,9	2013	VOLUSIA	CITY OF ORMOND BEAC	2,090,472.00
01307	TAXIWAY C PAVEMENT & DRAINAG	3,4,6,9	2013	PUTNAM	CITY OF PALATKA	993,020.00
01409	SOUTHWEST APRON REHAB	3,4,6,9	2014	BREVARD	GLF CONSTR	2,315,901.50
01416	WEST APRON REHAB-TITUSVILLE	3,4,6,9	2014	BREVARD	GLF CONSTR	1,156,627.00
01417	RUNWAY 11-29 TW D & E	3,4,6,9	2014	VOLUSIA	CITY OF NEW SMYRNA	1,699,909.10
15002	REHAB RUNWAY 12-30	3,4,6,9	2015	VOLUSIA	CITY OF DELAND	3,657,224.50
15014	TAXIWAY PAVEMENT REHAB	3,4,6,9	2015	ST JOHNS	ST JOHNS COUNTY	2,518,860.00
15015	NORTH APRON EXPANSION	3,4,6,9	2015	PUTNAM	CITY OF PALATKA	260,712.00
15024	REHAB TAXIWAY C & D	3,4,6,9	2016	FLAGLER	FLAGLER COUNTY BOCC	1,580,950.00
15032	PARKING LOT F	3,4,6,9	2016	SEMINOLE	SANFORD AIRPORT	2,300,759.65
15033	SOUTH PARKING LOT B	3,4,6,9	2015	VOLUSIA	EMBRY RIDDLE UNIV	848,928.50
15034	SHELTAIR PAVING DAB	3,4,6,9	2016	VOLUSIA	HOLLAND BUILDERS	547,500.00
16003	RW 7-25 TW D NSB AIRPORT	3,4,6,9	2016	VOLUSIA	NEW SMYRNA AIRPORT	1,304,835.00
16005	TAXIWAY H - FLAGLER	3,4,6,9	2016	FLAGLER	FLAGLER COUNTY BOCC	1,261,988.40
16006	TAXIWAY "G" ORMOND	3,4,6,9	2017	VOLUSIA	CITY OF ORMOND BEACH	3,922,414.35
17018	RUNWAY 11-29 RELOCATE & EXT	3,4,6,9	2017	FLAGLER	FLAGLER COUNTY	12,182,993.45
17035	ERAU WIND TUNNELL	3,4,6,9	2018	VOLUSIA	COLEMAN GOODEMOTE	140,000.00
17052	DBIA TAXIWAY SIERRA	3,4,6,9	2018	VOLUSIA	COUNTY OF VOLUSIA	708,050.00
18003	DBIA TAXIWAY NOVEMBER	3,4,6,9	2018	VOLUSIA	COUNTY OF VOLUSIA	17,317,968.00
18014	GENERAL AVIATION COMPLEX DELAND	3,4,6,9	2018	VOLUSIA	D J HAYCOOK	591,844.75
18016	TERMINAL AREA PARKING EXP NSB	3,4,6,9	2018	VOLUSIA	CITY OF NEW SMYRNA BCH	361,000.00
19006	TRANS AIRCRAFT PARK APRON AREA	3,4,6,9	2019	ST JOHNS	ST AUG ST JOHN AP AUTH	3,556,000.00
19011	ORMOND AIRPORT HELIPORT	3,4,6,9	2019	VOLUSIA	CITY OF ORMOND BEACH	163,839.50
19020	UMATILLA AIRPORT TAXIWAY SOUTH	3,4,6,9	2019	LAKE	CITY OF UMATILLA	470,299.50
20012	SANFORD AIRPORT TW B C L	3,4,6,9	2020	SEMINOLE	SANFORD AIRPRORT AUTH	10,823,568.00
20027	TERMINAL APRON RECONSTRUCTION	3,4,6,9	2021	ST JOHNS	ST AUG ST JOHN AP AUTH	3,219,437.00
20030	T-HANGER BUILDING H	3,4,6,9	2020	VOLUSIA	APM CONSTR CORP	360,000.00
21004	FLAGLER AIRPORT RW 6-24 REHAB	3,4,6,9	2021	FLAGLER	FLAGLER COUNTY	8,139,652.24
21006	SANFORD AIRPORT TW B C L PH2	3,4,6,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	10,662,379.30
21011	ALPHA 1 TAXIWAY C SFB	3,4,6,9	2021	SEMINOLE	WALBRIDGE	132,243.75
21021	RED CLEVELAND BLVD	3,4,6,9	2021	SEMINOLE	WALBRIDGE	330,250.00
21029	PALATKA AIRPORT TW A	3,4,6,9	2022	PUTNAM	CITY OF PALATKA	1,094,750.00
21030	SANFORD AIRPORT TW B C L PH 3	3,4,6,9	2022	SEMINOLE	SANFORD AIRPRORT AUTH	5,186,265.10
21031	OSIA RW 9L TOUCHDOWN KEEL REPAIR	3,4,6,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	522,385.00
21032	UMATILLA AIRPORT	3,4,6,9	2022	LAKE	CITY OF UMATILLA	2,057,249.24
22002	ORMOND AIRPORT (OMN) TW B&D	3,4,6,9	2022	VOLUSIA	CITY OF ORMOND	2,230,763.36
22012	SEMINOLE COUNTY SHERIFF AVIATION	3,4,6,9	2022	SEMINOLE	SEMINOLE COUNTY	138,225.00
22014	TAXIWAY B REHABILITATION	3,4,6,9	2023	ST JOHNS	ST JOHNS COUNTY AP AUTH	1,852,405.00
22020	FLAGLER T-HANGERS	3,4,6,9	2024	FLAGLER	S E CLINE	460,350.00
22021	FLAGLER AIRPORT-TERMINAL APRON CON	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,379,337.60
22024	FLAGLER AIRPORT-TAXIWAY A REHAB	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,252,359.50
23019 *	PALATKA WEST TAXILANE & FUEL APRON	3,4,6,9	2024	PUTNAM	CITY OF PALATKA	840,105.50
23022 *	CITY NSB EVB TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF NEW SMYRNA BCH	3,158,875.50
23027	DED DELAND AP TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	244,807.95
23028	DED DELAND AP WEST APRON REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	2,429,311.95
23035 *	PARCEL 26 AIRCRAFT PAD	3,4,6,9	2025	VOLUSIA	ERAU	2,384,676.39
23038 *	NFRA ST AUGUSTINE SAFETY IMPROV	3,4,6,9	2025	ST JOHNS	STERLING ENTERPRISES	57,100.00
23044 *	C1892 DBIA PARCEL 62 MASS EXCAV	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	5,951,415.00
	* ACTIVE					**$155,013,852.22**

OCT 30 2024	HALIFAX PAVING, INC. COMPLETED PROJECTS LAST 5 YRS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT
19000	**E2X44** SR20 OSCEOLA TO SR100	3,4,6,9	2019	PUTNAM	**FDOT**	2,541,312.98
19001	FORT GATES FERRY ROAD	3,4,6,9	2019	PUTNAM	PUTNAM COUNTY	807,073.69
19002	WEXFORD PLANTATION	3,4,6,9	2018	VOLUSIA	COLLINS	115,348.00
19003	GAMBLE ROGERS & A1A	3,4,6,9	2019	FLAGLER	DEP	710,068.21
19004	SR100 & SEMINOLE WOODS BLVD	3,4,6,9	2019	FLAGLER	CITY OF PALM COAST	254,735.00
19005	PORT ORANGE RESURFACING	3,4,6,9	2019	VOLUSIA	CITY OF PORT ORANGE	862,466.95
19006	TRANS AIRCRAFT PARK APRON AREA	3,4,6,9	2019	ST JOHNS	ST AUG ST JOHN AP AUTH	3,556,000.00
19008	CRANE LAKES RESURFACING	3,4,6,9	2018	VOLUSIA	CRANE LAKES HOA	166,218.00
19009	SAMS CLUB DAYTONA	3,4,6,9	2019	VOLUSIA	CASE CONTRACTING	4,336,034.00
19010	CRANE LAKES ADD/ON SITE/OFF SITE	3,4,6,9	2019	VOLUSIA	CRANE LAKES HOA	1,192,846.50
19011	ORMOND AIRPORT HELIPORT	3,4,6,9	2019	VOLUSIA	CITY OF ORMOND BEACH	163,839.50
19012	DELTONA RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF DELTONA	1,000,000.00
19013	SR A1A SECANT WALL	3,4,6,9	2020	FLAGLER	SUPERIOR CONST CO SE	1,237,758.00
19014	CHASE BANK	3,4,6,9	2019	VOLUSIA	BAY TO BAY PROPERTIES	266,232.00
19015	CR 2006 RESURFACING	3,4,6,9	2019	PUTNAM	FLAGLER COUNTY	2,306,700.00
19016	BROWN & BROWN HQ	3,4,6,9	2020	VOLUSIA	BROWN&BROWN/BOMAR	7,108,043.35
19017	HALIFAX PLANTATION SEC M-2-A	3,4,6,9	2019	VOLUSIA	VANACORE CONSTR	831,440.00
19018	ST JOHNS AVE	3,4,6,9	2019	PUTNAM	PUTNAM COUNTY	385,000.00
19019	FOUNTAINHEAD PH 1	3,4,6,9	2019	VOLUSIA	FOUNTAINHEAD DEVELOP	396,364.00
19020	UMATILLA AIRPORT TAXIWAY SOUTH	3,4,6,9	2019	LAKE	CITY OF UMATILLA	470,299.50
19021	PATHWAYS ELEM DRIVEWAY	3,4,6,9	2019	VOLUSIA	VOLUSIA COUNTY SCHOOLS	75,000.00
19023	ORMOND BEACH RESURFACING	3,4,6,9	2019	VOLUSIA	CITY OF ORMOND BEACH	168,024.64
19024	**E5U86** SR44 NEW SMYRNA BCH	3,4,6,9	2019	VOLUSIA	**FDOT**	438,198.96
19025	FPL PORT ORANGE EXPANSION	3,4,6,9	2020	VOLUSIA	OVATION CONSTRUCTION	764,384.00
19026	HALIFAX HUMANE SOCIETY ADDITION	3,4,6,9	2019	VOLUSIA	COLEMAN GOODEMOTE	68,604.50
19027	PICKELBALL DAYTONA AT HOLLY HILL	3,4,6,9	2020	VOLUSIA	AM WEIGEL	503,684.04
20000	ERAU TEMP PRKG 1501 BELLEVIEW	3,4,6,9	2019	VOLUSIA	EMBRY RIDDLE UNIV	318,431.00
20001	THE CENTER AT DELTONA ADDL PRKG	3,4,6,9	2019	VOLUSIA	CITY OF DELTONA	428,854.00
20002	EDGEWATER RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF EDGEWATER	653,105.00
20003	DOLLAR GENERAL DELTONA	3,4,6,9	2019	VOLUSIA	FULCRUM CONSTR GRP	286,850.75
20004	**E5V18 COUNTYWIDE MAINT VOLUSIA**	3,4,6,9	2020	VOLUSIA	**FDOT**	650,900.00
20005	HAMMOCK DUNES HOA	3,4,6,9	2019	FLAGLER	HAMMOCK DUNES HOA	225,800.00
20006	DIRT ROAD TO PAVE	3,4,6,9	2020	PUTNAM	PUTNAM COUNTY	1,968,475.25
20007	TIVOLI INTERSECTION IMPROVMENTS	3,4,6,9	2019	VOLUSIA	GPS CIVIL CONSTRUCTION	144,471.00
20008	WILLOW RUN BLVD	3,4,6,9	2020	VOLUSIA	CITY OF PORT ORANGE	290,000.00
20009	ENCLAVE AT RIDGEWOOD	3,4,6,9	2020	VOLUSIA	LANDSOUTH CONSTR LLC	2,067,095.25
20010	**T5270 SR20**	3,4,6,9	2020	PUTNAM	**FDOT**	1,515,899.95
20011	**T5678 SR9 I95**	3,4,6,9	2020	VOLUSIA	**FDOT**	9,468,271.30
20012	SANFORD AIRPORT TW B C L	3,4,6,9	2020	SEMINOLE	SANFORD AIRPRORT AUTH	10,823,568.00
20013	STOR IT PH 2	3,4,6,9	2020	VOLUSIA	VANACORE HOMES	603,648.05
20014	TRACTOR SUPPLY NEW SMYRNA BCH	3,4,6,9	2020	VOLUSIA	FULCRUM CONSTR	1,105,134.75
20015	SR PERROTT EXPANSION	3,4,6,9	2020	VOLUSIA	ARCO CONSTRUCTION	285,883.00
20016	SHELTAIR AVIATION RAMP	3,4,6,9	2020	VOLUSIA	SHELTAIR DAYTONA BEACH	22,360.00
20017	CDBG NR STREET PAVING	3,4,6,9	2020	PUTNAM	MITTAUER & ASSOC	438,686.50
20019	PALATKA STREET RESURFACING	3,4,6,9	2020	PUTNAM	CITY OF PALATKA	115,087.50
20020	ERAU PRINT SHOP	3,4,6,9	2020	VOLUSIA	COLEMAN GOODEMOTE	653,105.00
20022	ANTARES ALF	3,4,6,9	2020	VOLUSIA	CORE CONSTRUCTION	924,182.50
20023	ORMOND BCH SPORTS COMPLEX FLD 7	3,4,6,9	2020	VOLUSIA	AM WEIGEL	94,055.00
20024	AVIATION DRIVE RECONSTRUCTION	3,4,6,9	2020	VOLUSIA	GPS CIVIL CONSTRUCTION	70,200.00
20025	PALM COAST STREET RESURFACING	3,4,6,9	2021	FLAGLER	CITY OF PALM COAST	2,862,308.78
20026	NEW SMYRNA BCH STREET RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF NEW SMYRNA BCH	700,000.00
20027	TERMINAL APRON RECONSTRUCTION	3,4,6,9	2021	ST JOHNS	ST AUG ST JOHN AP AUTH	3,219,437.00
20028	BRIARWOOD DR, BRIARWOOD LN	3,4,6,9	2020	FLAGLER	CITY OF PALM COAST	89,410.00
20030	T-HANGER BUILDING H	3,4,6,9	2020	VOLUSIA	APM CONSTR CORP	360,000.00
20031	WICKLINE PARKING LOT	3,4,6,9	2020	FLAGLER	CITY OF FLAGLER BEACH	121,081.00
20032	EXPERIENCE ALF PORT ORANGE	3,4,6,9	2021	VOLUSIA	CORE CONSTRUCTION	1,795,621.00
20033	SPRING TO SPRING TRAIL	3,4,6,9	2021	VOLUSIA	VOLUSIA COUNTY	925,769.40
20034	DELTONA ROAD RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF DELTONA	1,000,000.00

OCT 30 2024	HALIFAX PAVING, INC. COMPLETED PROJECTS LAST 5 YRS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT
20035	ADVENTHEALTH AT PORT ORANGE	3,4,6,9	2021	VOLUSIA	ROBINS & MORTON	1,245,882.00
20036	PUTNAM COUNTY RESURFACING	3,4,6,9	2021	PUTNAM	PUTNAM COUNTY	401,388.50
20037	OCEANSIDE COUNTRY CLUB	3,4,6,9	2020	VOLUSIA	OCEANSIDE COUNTRY CLUB	92,865.00
20038	PORT ORANGE RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF PORT ORANGE	800,000.00
20039	BALLOUGH ROAD	3,4,6,9	2020	VOLUSIA	CITY OF DAYTONA BCH	205,906.18
20029	OLD KINGS ROAD WIDENING	3,4,6,9	2021	FLAGLER	CITY OF PALM COAST	6,017,010.64
21000	WILLIAMSON TURN LANE EXT MINTO	3,4,6,9	2020	VOLUSIA	MINTO	97,996.70
21001	HOLLY HILL RESURFACING	3,4,6,9	2020	VOLUSIA	CITY OF HOLLY HILL	382,336.51
21003	SPRING TO SPRING TRAIL - 3B	3,4,6,9	2021	VOLUSIA	VOLUSIA COUNTY	1,987,645.00
21004	FLAGLER AIRPORT RW 6-24 REHAB	3,4,6,9	2021	FLAGLER	FLAGLER COUNTY	8,139,652.24
21005	**T5683 SR15A INTERSECTION DELAND**	3,4,6,9	2021	VOLUSIA	**FDOT**	2,891,598.42
21006	SANFORD AIRPORT TW B C L PH2	3,4,6,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	10,662,379.30
21007	LATITUDE MARGARITAVILLE	3,4,6,9	2020	VOLUSIA	MINTO	262,125.00
21008	T2699 - US 17 DUNNS CREEK	3,4,6,9	2021	PUTNAM	GLF	1,004,690.85
21009	DELTONA RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF DELTONA	1,000,000.00
21010	DIRT TO PAVE	3,4,6,9	2021	PUTNAM	PUTNAM COUNTY	475,802.50
21011	ALPHA 1 TAXIWAY C SFB	3,4,6,9	2021	SEMINOLE	WALBRIDGE	132,243.75
21012	**T5685 CR 4164 OSTEEN MAYTOWN RD**	3,4,6,9	2021	VOLUSIA	**FDOT**	1,144,139.90
21013	**T5704 SR9 I95**	3,4,6,9	2021	VOLUSIA	**FDOT**	10,173,618.64
21014	7-ELEVEN ORANGE CITY FL	3,4,6,9	2021	VOLUSIA	BRADFORD BUILDING	645,836.00
21015	GRAND RESERVE PHASE 4	3,4,6,9	2021	FLAGLER	DR HORTON	2,566,000.00
21016	CRESCENT CITY - CENTRAL AVE IMPROV	3,4,6,9	2021	PUTNAM	CITY OF CRESCENT CITY	352,050.00
21017	**E5V45** - 2FT PAVED SHOULDERS	3,4,6,9	2021	VOLUSIA	**FDOT**	942,806.30
21018	APS - FULL DEPTH RECLAMATION	3,4,6,9	2021	VOLUSIA	APS	78,500.00
21019	WHITEVIEW SUBDIVISION	3,4,6,9	2024	FLAGLER	KB HOMES	7,572,918.00
21020	EVERDE GROWERS	3,4,6,9	2021	VOLUSIA	EVERDE	128,258.00
21021	RED CLEVELAND BLVD	3,4,6,9	2021	SEMINOLE	WALBRIDGE	330,250.00
21022	NSB RESURFACING	3,4,6,9	2021	VOLUSIA	CITY OF NEW SMYRNA	746,859.00
21023	1716 RIDGEWOOD AVE	3,4,6,9	2022	VOLUSIA	DAYTONA REALTORS ASSN	221,040.00
21024	MATANZAS COVE	3,4,6,9	2022	FLAGLER	MATANZAS COVE LLC	1,804,511.75
21025	ADVENTHEALTH AT PALM COAST	3,4,6,9	2023	FLAGLER	ROBINS & MORTON	4,150,682.00
21026	TOMOKA FARMS RD LANDFILL	3,4,6,9	2022	VOLUSIA	VOLUSIA COUNTY	3,112,225.00
21027	**T2806 - SR100 INTERSECTION**	3,4,6,9	2022	PUTNAM	**FDOT**	1,325,155.22
21028	ADVENT HEALTH MOBILE MRI	3,4,6,9	2021	VOLUSIA	ROBINS & MORTON	74,025.00
21029	PALATKA AIRPORT TW A	3,4,6,9	2022	PUTNAM	CITY OF PALATKA	1,094,750.00
21030	SANFORD AIRPORT TW B C L PH 3	3,4,6,9	2022	SEMINOLE	SANFORD AIRPRORT AUTH	5,186,265.10
21031	OSIA RW 9L TOUCHDOWN KEEL REPAIR	3,4,6,9	2021	SEMINOLE	SANFORD AIRPRORT AUTH	522,385.00
21032	UMATILLA AIRPORT	3,4,6,9	2022	LAKE	CITY OF UMATILLA	2,057,249.24
21033	WALMART - ALTAMONTE	3,4,6,9	2023	SEMINOLE	CASE CONTRACTING CO.	1,542,758.00
21034	CYPRESSHEAD PAVING	3,4,6,9	2022	VOLUSIA	CYPRESSHEAD	357,845.00
22000	CAPSTONE CENTER	3,4,6,9	2022	FLAGLER	BOMAR	265,699.00
22001	ADVENT HEALTH PORT ORANGE PH2	3,4,6,9	2022	VOLUSIA	ROBINS & MORTON	850,000.00
22002	ORMOND AIRPORT (OMN) TW B&D	3,4,6,9	2022	VOLUSIA	CITY OF ORMOND	2,230,763.36
22004	**T2824 - SR100 MILL & RESURFACE**	3,4,6,9	2023	PUTNAM	**FDOT**	3,471,681.36
22005	**T5733 - SR40 MILL & RESURFACE**	3,4,6,9	2023	VOLUSIA	**FDOT**	7,395,223.42
22006	**E51A8 SR19 MILL & RESURF SIGNALS**	3,4,6,9	2023	LAKE	**FDOT**	2,535,605.13
22007	NSB FIRE STATION NO 50	3,4,6,9	2023	VOLUSIA	TCD	119,807.00
22008	PUBLIX #1837 DAYTONA BEACH	3,4,6,9	2023	VOLUSIA	HAWKINS CONST INC	794,881.50
22009	VC MEDICAL EXAMINER FACILITY	3,4,6,9	2023	VOLUSIA	WHARTON-SMITH INC	1,001,877.00
22010	ERAU ATMF	3,4,6,9	2023	VOLUSIA	COLEMAN GOODEMOATE	75,900.00
22011	GRAVES AVE TURN LANE C1798	3,4,6,9	2023	VOLUSIA	VOLUSIA COUNTY	1,128,490.35
22012	SEMINOLE COUNTY SHERIFF AVIATION	3,4,6,9	2022	SEMINOLE	SEMINOLE COUNTY	138,225.00
22013	**T5725 - SRA1A MILL RESURF SIGNALS**	3,4,6,9	2024	VOLUSIA	**FDOT**	4,146,232.45
22014	TAXIWAY B REHABILITATION	3,4,6,9	2023	ST JOHNS	ST JOHNS COUNTY AP AUTH	1,852,405.00
22015	FIRST AVENUE IMPROVEMENTS	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY	1,389,317.50
22016	**T5763 - SR A1A BEVERLY BEACH**	3,4,6,9	2023	FLAGLER	**FDOT**	1,690,094.85
22020	FLAGLER T-HANGERS	3,4,6,9	2024	FLAGLER	S E CLINE	460,350.00
22021	FLAGLER AIRPORT-TERMINAL APRON CON	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,379,337.60

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22022	**H5151 HURRICANE IAN EMER REPAIRS**	3,4,6,9	2023	FLAGLER	**FDOT**	5,700,665.00
22023	ST KITTS CONDO ASSN HURRICANE DAMA	3,4,6,9	2023	FLAGLER	ST KITTS CONDO ASSN	334,637.50
22024	FLAGLER AIRPORT-TAXIWAY A REHAB	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	3,116,516.75
22025	**H5457 - EMERGENCY ACCESS RD I-95 P.O.**	3,4,6,9	2023	VOLUSIA	**FDOT**	26,000.00
23000	**T2897 SR207 FR I95 TO SR 312**	3,4,6,9	2024	ST JOHNS	**FDOT**	7,947,765.26
23001	PALATKA ROADS COPPER ROADS	3,4,6,9	2023	PUTNAM	CITY OF PALATKA	69,342.50
23003	TOMOKA ELEMENTARY - EARLY WORK	3,4,6,9	2024	VOLUSIA	WELBRO	568,397.00
23006	TALAQUAH SUBDIVISION	3,4,6,9	2024	VOLUSIA	SO STATE MGMT GRP	179,768.00
23008	OCEANSIDE COUNTRY CLUB MINI PROJECTS	3,4,6,9	2023	VOLUSIA	OCEANSIDE	17,500.00
23010	FDOT SUNRAIL PH2 NORTH	3,4,6,9	2024	VOLUSIA	HERZOG CONTR CO	123,670.63
23011	BLUE WATER BOATS PARKING	3,4,6,9	2024	VOLUSIA	BLUEWATER MARINE	91,887.50
23012	FLAGLER ESTATES RESURFACING	3,4,6,9	2024	FLAGLER	FLAGLER ESTATES	190,530.00
23014	CR 90 STABILIZATION	3,4,6,9	2024	FLAGLER	FLAGLER COUNTY BOCC	1,041,505.00
23017	LOVES TRAVEL STOP ST AUGUSTINE	3,4,6,9	2024	ST JOHNS	VARGCO, LLC	6,871,059.00
23019	PALATKA WEST TAXILANE & FUEL APRON	3,4,6,9	2024	PUTNAM	CITY OF PALATKA	840,105.50
23020	THE PRESERVE	3,4,6,9	2024	FLAGLER	4Cs	336,403.00
23022	CITY NSB EVB TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF NEW SMYRNA BCH	3,158,875.50
23024	DOUG THOMAS WAY EXTENSION	3,4,6,9	2024	VOLUSIA	CITY OF ORMOND BEACH	908,015.00
23025	MARINELAND ACRES	3,4,6,9	2024	ST JOHNS		333,146.00
23027	DELAND DED TAXIWAY A REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	244,807.95
23030	WILLIAMSON & STRICKLAND	3,4,6,9	2024	VOLUSIA	BUILT RITE	120,162.00
23033	COLBERT LANDING PH 1	3,4,6,9	2024	FLAGLER	MERITAGE HOMES	409,320.00
23034	DIS BACKSTRETCH SKID PAD MODS PH1	3,4,6,9	2024	VOLUSIA	DIS SPEEDWAY	327,630.00
23037	DESTINATION DAYTONA RAP ROADWAY	3,4,6,9	2024	VOLUSIA	TEDDY MORSE	107,160.00
23038	NFRA ST AUGUSTINE SAFETY IMPROV	3,4,6,9	2025	ST JOHNS	STERLING ENTERPRISES	57,100.00
23042	SAWMILL BRANCH & US1 TURN LANE	3,4,6,9	2025	FLAGLER	DR HORTON	517,677.75
23043	FLAGLER ESTATES	3,4,6,9	2025	FLAGLER	FLAGLER ESTATES ROAD	241,195.00
23045	ORMOND PRESBYTERIAN CHURCH	3,4,6,9	2025	VOLUSIA	ORMOND PRESBYTERIAN CH	106,050.00
24001	ARFF ACCESSS ROAD	3,4,6,9	2024	VOLUSIA	DBIA	156,698.50
24003	AHDB CANCER CENTER	3,4,6,9	2024	VOLUSIA	ROBINS & MORTON	364,236.00
24006	PUTNAM COUNTY ROAD PAVING	3,4,6,9	2025	PUTNAM	PUTNAM COUNTY BOCC	1,877,715.00
24013	FPC PARKING LOT	3,4,6,9	2024	FLAGLER	4Cs	315,925.00
						226,510,373.40

2394

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309	CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbrown.com
INSURED Halifax Paving, Inc. PO Box 730549 Ormond Beach FL 32173	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Travelers Indemnity Company of America — 25666 INSURER B: The Phoenix Insurance Company — 25623 INSURER C: Travelers Property Casualty Company of America — 25674 INSURER D: Bridgefield Employers Insurance Company INSURER E: Travelers Excess and Surplus Lines Company INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	DT-CO-5N643358-TIA-24	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	810-5N572459-24-26-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5N646348-24-26	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0196-60818	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater			630-7W685403	07/01/2024	07/01/2025	Rented/Leased Equip Deductible	$650,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured applies to the General Liability per Policy Form No. CG D6 04 02 19. Blanket Waiver of Subrogation applies to the General Liability per Policy Form No. CG D3 16 02 19. 90 Primary & Non-Contributory applies per Policy Form CG T1. Day Notice of Cancellation exists on the General Liability per Policy Form IL T 3 20 09 97. Additional Insured and Waiver of Subrogation applies to Auto Liability per Policy Form No. per Policy Form No. CA F 2 19 08 17. Primary/Non-Contributory applies to the Auto Liability per Policy Form CA T4 74 08 17. 90 Day Notice of Cancellation exists on the Auto Liability per Policy Form IL T3 2 0 099 7. Umbrella applies per Policy Form EU00 01. 90 Day Notice of Cancellation exists on the Umbrella Liability per Policy Form IL T 3 20 09. Blanket Waiver of Subrogation applies to the Work Comp per Policy Form WC 00 03.

CERTIFICATE HOLDER

Halifax Paving, Inc.
PO Box 730549
Ormond Beach FL 32173-0549

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FEB 28 2025	HALIFAX PAVING, INC. CONTRACTS IN PROGRESS NAME	CLASSES OF WORK	ANTICIPATED FINISH DATE	LOCATION COUNTY	WORK DONE FOR NAME	CONTRACT AMOUNT	SUB	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	PERCENT COMPLETE	UNCOMPLETED AMOUNT TO BE DONE	
											BY US AS PRIME CONTRACTOR	BY US AS SUBCONTRACTOR
20021	SEMINOLE COUNTY PAVE MANAGE	3,4,6,9	2025	SEMINOLE	SEMINOLE COUNTY	500,000.00		50,000.00	450,000	2%	439,875	
21002	**T5706 SR 44 ST JOHNS RIVER BRIDGE**	3,4,6,9	2025	VOLUSIA	**SUPERIOR CONSTR**	1,248,753.86	S	200,000.00	1,048,754	68%		**333,504**
22003	PROJECT TARPON (AMAZON)	3,4,6,9	2025	VOLUSIA	DPR	35,083,067.00	S	8,000,000.00	27,083,067	99%		162,498
22017	**E5X63-R0 COUNTYWIDE MAINTENANCE**	3,4,6,9	2025	VOLUSIA	**FDOT**	500,000.00		100,000.00	400,000	43%	**228,720**	
22018	COSTCO-ONE DAYTONA LOT 3 IMPROV	3,4,6,9	2025	VOLUSIA	DB PROP HOLDINGS RTL, LLC	3,416,553.18	S	800,000.00	2,616,553	99%		26,166
22018.A	COSTCO-BILL FRANCE BLVD	3,4,6,9	2025	VOLUSIA	DB PROP HOLDINGS RTL, LLC	985,407.50	S	500,000.00	485,408	51%		237,170
22018.B	COSTCO-US 92	3,4,6,9	2025	VOLUSIA	DB PROP HOLDINGS RTL, LLC	2,726,585.65	S	1,000,000.00	1,726,586	46%		923,896
22019	22-SQ-151SR VC ROAD RESURFACING	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	1,000,000.00		200,000.00	800,000	1%	792,640	
23004	**E5B65 - SR600**	3,4,6,9	2025	VOLUSIA	**FDOT**	4,394,635.87		1,500,000.00	2,894,636	99%	**17,368**	
23005	KARIS INDUSTRIAL	3,4,6,9	2025	VOLUSIA	CLAYCO	20,349,967.08		3,000,000.00	17,349,967	99%	104,100	
23021	C-1881 LPGA & CLYDE MORRIS INTERSEC	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	2,730,677.25		1,000,000.00	1,730,677	99%	17,307	
23023	C-1889 VET MEM PARKWAY 23-B-135SR	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	3,258,504.42		900,000.00	2,358,504	84%	376,181	
23026	ST JOHNS AVE RECONSTRUCTION	3,4,6,9	2025	PUTNAM	PUTNAM COUNTY BOCC	2,274,149.39		700,000.00	1,574,149	99%	15,741	
23028	DELAND DED WEST APRON REHAB	3,4,6,9	2025	VOLUSIA	CITY OF DELAND	2,429,311.95		394,687.95	2,034,624	92%	169,688	
23032	**T5801 SR100 BUNNELL**	3,4,6,9	2025	FLAGLER	**FDOT**	15,286,323.47		4,000,000.00	11,286,323	63%	**4,171,425**	
23040	SHOPPES AT SUMMER TREES	3,4,6,9	2025	VOLUSIA	FLP52, LLC	3,954,758.40		800,000.00	3,154,758	84%	496,559	
23041	**E593B SR 40**	3,4,6,9	2025	VOLUSIA	**CHINCHOR ELECT**	1,967,260.98	S	100,000.00	1,867,261	1%		**1,843,920**
23044	C1892 DBIA PARCEL 62 MASS EXCAV	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	5,951,415.00		1,000,000.00	4,951,415	96%	193,600	
23046	OLD HAW CREEK ROAD	3,4,6,9	2025	FLAGLER	FLAGLER COUNTY	6,657,406.40		1,300,000.00	5,357,406	67%	1,756,694	
24002	**E51F9 SR A1A FR OSPREY TO MARINERS**	3,4,6,9	2025	FLAGLER	**FDOT**	4,408,515.60		1,181,599.00	3,226,917	60%	**1,302,061**	
24004	AHDB CAMPUS ROADWAY EXPANSION.	3,4,6,9	2025	VOLUSIA	ROBINS & MORTON	1,948,190.00	S	500,000.00	1,448,190	60%		585,358
24005	AHDB SOUTH PARKING	3,4,6,9	2025	VOLUSIA	ROBINS & MORTON	1,151,491.00	S	500,000.00	651,491	8%		601,261
24007	**E54B2 SR A1A ISB TO MILSAP 40 TO ROBE**	3,4,6,9	2026	VOLUSIA	**FDOT**	42,215,495.83		17,200,000.00	25,015,496	3%	**24,204,994**	
24009	**T5825 SR 5 US1 FR RIDGEWOOD TO N PC**	3,4,6,9	2025	VOLUSIA	**FDOT**	15,197,166.84		2,500,000.00	12,697,167	35%	**8,259,507**	
24011	**H5461 - SRA1A EMERGENCY**	3,4,6,9	2025	VOLUSIA	**SUPERIOR**	1,515,393.00	S	50,000.00	1,465,393	8%		**1,351,092**
24012	CN767- TOMOKA STATE PARK	3,4,6,9	2026	VOLUSIA	FDEP	1,347,730.00		300,000.00	1,047,730	8%	960,349	
24014	C1976-BERESFORD AVE EXTENSION	3,4,6,9	2025	VOLUSIA	VOLUSIA COUNTY	4,202,365.28		1,000,000.00	3,202,365	3%	3,104,693	
24016	SFB TERMINAL APRON REHABILITATIONO	3,4,6,9	2025	SEMINOLE	SAA	3,922,543.15		1,000,000.00	2,922,543	5%	2,769,694	
24018	TICO TIX RUNWAY 18-36	3,4,6,9	2025	BREVARD	TITUSVILLE COCOA AIR AUTH	8,772,080.75		1,000,000.00	7,772,081	0%	7,765,863	
						199,395,749		**50,776,287**	**148,619,462**		**57,147,059**	**6,064,866**
	JOBS LESS THAN $500,000	3,4,6,9	2025		**VARIOUS**	**1,137,015**		**85,000**	**1,052,015**		**0**	**631,889**
						200,532,764		**50,861,287**	**149,671,477**		**57,147,059**	**6,696,755**
	TOTALS					**200,532,764**		**50,861,287**	**149,671,477**		**57,147,059**	**6,696,755**
											63,843,814	

FDOT MAX CAPACITY RATING	**335,300,000**
WORK ON HAND	**63,800,000**
CURRENT CAPACITY	**271,500,000**
TOTAL FDOT WORK	41,712,591
TOTAL OTHER WORK	22,087,409
WORK ON HAND	**63,800,000**

ADDENDUM 1
ITB 07-25-CIP, BARRACUDA BOULEVARD ROADWAY ENHANCEMENT
April 8, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement,** issued March 13, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: Geotech Permeability Report
Revised Bid Set

Questions/Answers:

1. **Question:** What is the engineer's estimate?

   Answer: The Engineers Estimate for probable cost was $416,215.00.

2. **Question:** Civil and Landscape plans note "do not scale drawings". Is there a scalable set of plans available?

   Answer: The Plans have since been revised to remove that note. The revised Civil Plans are attached with this Addendum.

3. **Question:** Will the contractor be expected to clean the existing 24" RCP storm drainage crossing?

   Answer: The contractor will not be responsible for cleaning the 24" RCP existing Storm Pipe.

4. **Question:** Is there a Geotech report available? It does not appear that Appendix A was included with the specifications.

   Answer: Yes, there was a Geotech report performed in 2022 by Bechtol Engineering and Testing Inc. which is attached to this Addendum.

5. **Question:** Part 2 Materials & Equipment of section 01 20 00 has a list of Bid Items and the work included with each bid item. Bid Item C5 ASPHALTIC CONCRETE W/ TACK COAT AND EXISTING STRIPING REPLACEMENT states "payment will be made at the contract per square yard unit price for full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specification. No where in the contract does it illustrate the work associated with this item. Does this item include asphalt? If so, what is the thickness? What is the difference between bid item C5 and C6?

   Answer: Bid Items C5 and C6 are in correlation with each other and consist of the same work which includes milling and resurfacing the existing asphalt pavement. Bid item C6 states the thickness of the asphalt for Bid Item C5. The work associated with the Bid Items can be found on the Demo Plans, Sheet C-051 of the Civil Plan Set, which shows the area of what is getting milled. We are replacing the milled asphalt with Bid Item C5 ASPHALTIC CONCRETE W/ TACK COAT AND EXISTING STRIPING REPLACEMENT with a thickness of 1 ½" Wearing Surface.

6. **Question:** Bioswale Irrigation sheet L-111 states the contractor shall be responsible for the water meter and connection fee. How much does the City of New Smyrna Beach charge for the connection fee?

   Answer: The water meter and connection fee will be $1,000 to be coordinated with New Smyrna Beach Utilities.

7. **Question:** Part 2 Materials & Equipment of section 01 20 00 has a list of Bid Items and the work included with each bid item. Bid Item C6 1 ½" Wearing Surface outlines what the compensation includes (not limited to furnishing and placing concrete, epoxy coated reinforcing steel, joint filler and sealer, deck drains, bridge scupper, and any other material; erecting and removing all forms, curing concrete, pretecting concrete in wind, rain, low humidity, high temps or other unfavorable weather). Where in the plans does this scope apply

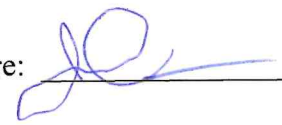
   Answer: Although some of the work described within Part 2 Materials and Equipment are not applicable, the intent is to cover the work associated with milling and resurfacing the roadway.

8. **Question:** If the contractor milling 1 3/4" and paving back a variable thickness lift for positive drainage, shouldn't the asphalt pay item be in tons to account for the varying thickness?

   Answer: The milling depth is 1 ½" and will be replaced with 1 ½" thick asphalt.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): JOSEPH L. DURDANCE Proposer Signature: 

HALIFAX PAVING, INC.

Firm Name (Please Print)

ADDENDUM 2
ITB 07-25-CIP, BARRACUDA BOULEVARD ROADWAY ENHANCEMENT
April 14, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to **ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement,** issued March 13, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revisions: Line item 13 has been removed from the bid proposal, Section V.
Due date: The due date has been extended. Bids are due prior to 5:00 pm on April 21, 2025.
Opening: The opening of bids is rescheduled to 9:00 AM on April 22, 2025.

Attachments: NSB Subcontractor Form
Updated Specifications, replaces original attachment G in OpenGov. See pages 01 20 00-2 to 01 20 00-4 for underlined red items.

Questions/Answers:

1. **Question:** Where is this 220 SY?

   Answer: The Bid Item C-1 Open Cut and Remove Asphalt Pavement is 220 SY. This is the approximate size of the construction footprint over the pipe connecting the bioswale to FDOT right of way.

2. **Question**: Under which pay item are the proposed post mounted parking signs to be accounted for?

   Answer: The proposed post mounted parking signs will be installed by the city.

3. **Question:** Under which pay item is the concrete sidewalk replacement to be accounted under?

   Answer: The short segments of concrete sidewalk will be restored as part of the work associated with Item B2.

4. **Question:** Is Pay Item #13 - Painted Pavement Markings, Standard, Yellow, Island Nose, 6" applicable to this project? All proposed pavement markings are noted as White per the plans.

Answer: That is correct, all the pavement markings on sheet C-103 on the Civil Plan set are white pavement markings. The bid item for yellow striping shall be marked as not applicable (N/A) in Attachment G and the Total Bid Proposal.

5. **Question:** The list of pay item descriptions included with the bid documents do not match the pay items listed on the bid response. For instance, the descriptions include Bid item A2 - Hand Locate & Expose Existing Utilities; however, there is no pay item on the bid response for this scope of work. Is this scope included as part of this project? If so, under which pay item are the associated costs to be included?

   Answer: This specific Bid Item for Hand Locate and Expose Utilities has been identified as not applicable. This has been corrected in Attachment G and all other specs that are referenced to Bid Items. Contractor will only be responsible for calling Sunshine 811 for locates on the utilities in the right of way.

6. **Question:** On page C-102 it mentions to see sheets "L-101 and L-111" for Bioswale, Landscaping, and Irrigation. These sheets are not indexed and are not included in the plans. Line Item 22 mentions "Landscaping and Irrigation". Will these pages be made available?

   Answer: The Plan Sheets L-101 and L-111 can be found under Attachments H and I. They are separate from the Civil Site Plan Set.

7. **Question:** On page G-002 in the "Mill and overlay notes", it mentions that it will be necessary to overmill in some areas to achieve the desired grade. Will this extra work and material be able to be billed through a change order?

   Answer: Where overmill may be necessary, it should be noted that the resurfacing course shall be an average 1 ½" thickness but in no case be less than 1" thick. No change orders will be issued on the amount of tonnage for the work of asphalt pavement.

8. **Question:** Is there a more specific detail for the two drainage structures?

   Answer: Detail is shown on C-102 which references FDOT Index 425.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): JOSEPH L. DURRANCE Proposer Signature: _____

HALIFAX PAVING, INC.

Firm Name (Please Print)

Required Form: Designated List of Subcontractors
ITB 07-25-CIP: Barracuda Boulevard Roadway Enhancement

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	BETTER BARRICADES, INC.		
City, State:	NSB, FL		
Description of Work:	STRIPING		
Percent of Total Bid Cost:	2%	*Florida Contractor's License #*	

Subcontractor 2:			
Name:	DEENEY SITE		
City, State:	SOUTH DAYTONA, FL		
Description of Work:	STORM DRAINAGE / CONCRETE		
Percent of Total Bid Cost:	.18%	*Florida Contractor's License #*	

Subcontractor 3:			
Name:	RJ LANDSCAPE		
City, State:	FORT OZANGE, FL		
Description of Work:	LANDSCAPING / IRRIGATION		
Percent of Total Bid Cost:	4%	*Florida Contractor's License #*	

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

2402

An official website of the United States government Here's how you know

Subaward Reporting is live on SAM.gov Show Details
Mar 8, 2025

Scheduled SAM Maintenance Show Details
Apr 22, 2025

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Core Data

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    - Business Information
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  - Assertions
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- Exclusions
- Responsibility / Qualification

Entity Information

HALIFAX PAVING, INC.

Active Registration

2403

Unique Entity ID
L3U9SUM8J635

CAGE/NCAGE
71PX8

Expiration Date
May 22, 2025

Physical Address
814 Hull RD
Ormond Beach, Florida
32174-2904, United States

Mailing Address
860 Hull RD
Ormond Beach, Florida
32174-8729, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

Doing Business As
HALIFAX PAVING INC

URL
https://halifaxpaving.net/

Division Name
(blank)

Division Number
(blank)

Congressional District
Florida 06

State/Country of Incorporation
Florida, United States

Registration Dates

Activation Date
May 23, 2024

Initial Registration Date
Jan 14, 2014

Submission Date
May 22, 2024

Owner	CAGE	Legal Business Name
Immediate Owner	**(blank)**	**(blank)**
Highest Level Owner	**(blank)**	**(blank)**

Entity Dates

Entity Start Date
Jan 1, 1968

Fiscal Year End Close Date
Jun 30

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☑ Yes

ENTITY TYPES

Business Types

Entity Structure	**Corporate Entity (Not Tax Exempt)**
Entity Type	**Business or Organization**
Profit Structure	**For Profit Organization**
Organization Factors	**Subchapter S Corporation**

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **71PX8**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Tad Durrance, President

Address
860 Hull RD
Ormond Beach, Florida 32174
United States

Government Business

Primary Point of Contact

Tad Durrance, President

Address
860 Hull RD
Ormond Beach, Florida 32174
United States

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April 29, 2025

Mr. John Figueroa-Sicbaldi
City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, FL 32168

Email: jfigueroa@cityofnsb.com
Hard Copy Mailed Only on Request

RE: Barracuda Blvd Roadway Enhancements

Dear Mr. John Figueroa-Sicbaldi,

The City received seven (7) bids on the above referenced project on April 21, 2025. Halifax Paving, Inc., of Ormond Beach, Florida was the low bidder with a bid totaling $300,556.00 (bid tabulation attached).

We have looked over their bid, and it is in conformance with the bid documents required. We have checked their General Contractor's License, and it is in good standing with no active complaints. Additionally, we have checked their provided references and the feedback states Halifax can perform the work for this project.

We have worked with Halifax Paving on projects of a similar nature in the past. Therefore, we recommend that the City award this project, in its entirety, to Halifax Paving, Inc. in the amount of $300,556.00.

Please email or call with any questions. Thank you.

Sincerely,

Jennifer W. Shannon, PE
Project Manager

Chris Fagerstrom, PE
Practice Lead

JS:bf

Attachment: Bid Tabulation

CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD ROADWAY ENHANCEMENT

					HALIFAX PAVING		BARRACUDA BLDG. CORP.		GREGORI CONSTRUCTION		ALL STATE CIVIL CONSTRUCTION	
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
1	Mobilization	1	LS	$38,000.00	$38,000.00	$52,500.00	$52,500.00	$10,130.00	$10,130.00	$80,000.00	$80,000.00
2	Pre-Construction Video	1	LS	$3,000.00	$3,000.00	$1,300.00	$1,300.00	$1,196.00	$1,196.00	$1,500.00	$1,500.00
3	Erosion Control / NPDES Permit Requirements	1	LS	$5,000.00	$5,000.00	$1,800.00	$1,800.00	$9,129.00	$9,129.00	$4,500.00	$4,500.00
4	Clearing and Grubbing	1	LS	$12,500.00	$12,500.00	$21,000.00	$21,000.00	$18,163.00	$18,163.00	$13,200.00	$13,200.00
5	Construct Drainage Pipe 15" RCP	100	LF	$148.00	$14,800.00	$190.00	$19,000.00	$744.00	$74,400.00	$220.00	$22,000.00
6	FDOT Modified Type "C" Inlet - Control Structure	1	EA	$7,500.00	$7,500.00	$15,700.00	$15,700.00	$17,123.00	$17,123.00	$14,500.00	$14,500.00
7	FDOT Type 'C' Ditch Btm Inlet	1	EA	$7,500.00	$7,500.00	$15,700.00	$15,700.00	$20,783.00	$20,783.00	$15,200.00	$15,200.00
8	Open Cut and Repair Asphalt Pavement	220	SY	$25.00	$5,500.00	$55.00	$12,100.00	$14.00	$3,080.00	$50.00	$11,000.00
9	Mill Asphalt - Average Depth 1-1/2"	1810	SY	$10.00	$18,100.00	$6.00	$10,860.00	$7.00	$12,670.00	$12.00	$21,720.00
10	Rework existing Base and Subgrade and Prepare for Pipe Installation	220	SY	$25.00	$5,500.00	$53.00	$11,660.00	$90.00	$19,800.00	$35.00	$7,700.00
11	Environmental Curbing	657	LF	$24.00	$15,768.00	$46.00	$30,222.00	$40.00	$26,280.00	$42.00	$27,594.00
12	Asphaltic Concrete with Tack Coat and Existing Striping Replacement with 1-1/2" Wearing Surface	1810	SY	$22.80	$41,268.00	$35.27	$63,838.70	$39.00	$70,590.00	$45.00	$81,450.00
14	Painted Pavement Markings, Standard, White, Island Nose, 6"	415	SF	$4.00	$1,660.00	$9.00	$3,735.00	$12.00	$4,980.00	$15.60	$6,474.00
15	Furnish & Install Sod	620	SY	$8.00	$4,960.00	$22.56	$13,987.20	$6.00	$3,720.00	$14.00	$8,680.00
16	Maintenance of Traffic	1	LS	$25,000.00	$25,000.00	$19,750.00	$19,750.00	$23,897.00	$23,897.00	$15,200.00	$15,200.00
17	"Record" Drawing Preparation	1	LS	$5,000.00	$5,000.00	$4,625.00	$4,625.00	$10,668.00	$10,668.00	$5,500.00	$5,500.00
18	Unsuitable Material Excavation	5	CY	$100.00	$500.00	$93.00	$465.00	$355.00	$1,775.00	$1,250.00	$6,250.00
19	Bulk Concrete	10	CY	$450.00	$4,500.00	$957.00	$9,570.00	$1,053.00	$10,530.00	$750.00	$7,500.00
20	Crushed Rock or Shell Trench Subgrade Material	10	CY	$100.00	$1,000.00	$139.00	$1,390.00	$399.00	$3,990.00	$250.00	$2,500.00
21	Disposal of Excess Base Materials	10	CY	$100.00	$1,000.00	$56.00	$560.00	$283.00	$2,830.00	$50.00	$500.00
22	Landscaping & Irrigation	1	LS	$65,000.00	$65,000.00	$46,000.00	$46,000.00	$32,974.00	$32,974.00	$37,100.00	$37,100.00
23	5/8-inch Reclaimed Pipe Tap (with New Smyrna Beach Utilities)	1	LS	$7,500.00	$7,500.00	$4,700.00	$4,700.00	$4,754.00	$4,754.00	$2,500.00	$2,500.00
24	Allowance	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	Total				**$300,556.00**		**$370,462.90**		**$393,462.00**		**$402,568.00**

CITY OF NEW SMYRNA BEACH
BARRACUDA BOULEVARD ROADWAY ENHANCEMENT

ALL TERRAIN TRACTOR SERVICE, INC.		JBI CONTRACTORS, LLC		MASCI GENERAL CONTRACTOR, INC.	
Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
$10,000.00	$10,000.00	$40,000.00	$40,000.00	$57,000.00	$57,000.00
$1,250.00	$1,250.00	$6,500.00	$6,500.00	$2,541.00	$2,541.00
$8,550.00	$8,550.00	$26,500.00	$26,500.00	$7,448.00	$7,448.00
$9,672.50	$9,672.50	$25,000.00	$25,000.00	$47,520.00	$47,520.00
$304.71	$30,471.00	$365.91	$36,591.00	$779.25	$77,925.00
$9,699.00	$9,699.00	$18,374.59	$18,374.59	$27,855.00	$27,855.00
$9,699.00	$9,699.00	$18,374.59	$18,374.59	$25,744.00	$25,744.00
$70.51	$15,512.20	$72.47	$15,943.40	$139.75	$30,745.00
$7.68	$13,900.80	$22.87	$41,394.70	$7.75	$14,027.50
$158.98	$34,975.60	$41.89	$9,215.80	$129.21	$28,426.20
$28.00	$18,396.00	$39.39	$25,879.23	$55.29	$36,325.53
$24.87	$45,014.70	$29.40	$53,214.00	$41.54	$75,187.40
$22.56	$9,362.40	$23.58	$9,785.70	$25.00	$10,375.00
$7.65	$4,743.00	$22.89	$14,191.80	$9.51	$5,896.20
$36,950.00	$36,950.00	$33,489.00	$33,489.00	$17,500.00	$17,500.00
$12,750.00	$12,750.00	$17,845.00	$17,845.00	$8,000.00	$8,000.00
$2,272.50	$11,362.50	$889.00	$4,445.00	$50.00	$250.00
$341.00	$3,410.00	$838.00	$8,380.00	$350.00	$3,500.00
$6,092.46	$60,924.60	$767.00	$7,670.00	$150.00	$1,500.00
$905.00	$9,050.00	$494.00	$4,940.00	$30.00	$300.00
$45,000.00	$45,000.00	$45,659.20	$45,659.20	$27,454.05	$27,454.05
$1,000.00	$1,000.00	$10,562.50	$10,562.50	$4,200.00	$4,200.00
$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	$411,693.30		**$483,955.51**		**$519,719.88**

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _____, 2025, by and between the **CITY OF NEW SMYRNA BEACH,** hereinafter called the **OWNER,** and **Halifax Paving, Inc.** (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 07-25-CIP**, **Barracuda Boulevard Roadway Enhancement.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 07-25-CIP, Barracuda Boulevard Roadway Enhancement.
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$300,556.00

Spelled out: Three Hundred Thousand Five Hundred Fifty-Six Dollars and 00/100

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of

Contractor's Initials: TD

the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred Twenty (120)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS ($1,197)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid with Construction Specifications, Drawings and Addendums
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

Contractor's Initials: _____

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

Contractor's Initials: _____

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Halifax Paving, Inc.**
Ashley Chitwood	
Authorized Signature	*Authorized Signature*
Ashley Chitwood, Accounts Receivable	Thomas A. Dorrance, President
Print Name and Title	*Print Name and Title*
Address:	Address: 870 Hull Road Ormond Beach, Florida 32174
May 6, 2025	May 6, 2025
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date:

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

Contractor's Initials: TD

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF A CONTRACT AWARD TO PLAYCORE WISCONSIN, INC. DBA GAMETIME FOR RFP 13-25-CIP DESIGN BUILD SAIL SHADE STRUCTURE FOR PETTIS PARK

May 27, 2025

Background:

In February of 2025, the City of New Smyrna Beach was awarded an allocation of $120,000 from the Community Development Block Grant (CDBG) program through Volusia County. This grant award aims to improve the playground at Pettis Park, located at 800 Mary Avenue, through the installation of a new sail shade structure that would cover the existing playground equipment. This additional shade would improve the overall recreational space for the public and especially for families.

On March 27th, 2025, the City of New Smyrna Beach initiated a Request for Proposal (RFP) 13-25-CIP Design Build Sail Shade Structure for Pettis Park. In response to the advertisement, on April 29th, the city received three (3) proposals:

- Bliss Products & Services, Inc.,
- Lanier Plans Inc., dba: KorKat,
- PlayCore Wisconsin, Inc., dba Game Time.

An evaluation committee consisting of three (3) staff members independently reviewed each proposal. The committee discussed each proposal on May 6th, during a virtual Teams meeting that was open to the Public. It was the consensus of the committee that Playcore Wisconsin, Inc. dba GameTime, be recommended the award of the contract based on experience, proposed design, and cost. The proposed contract cost for the design build of the new shade structure is $99,077.00.

Fiscal Analysis:

Total Cost: $99,077.00

The County of Volusia is a direct recipient of the federal Community Development Block Grant (CDBG) funds and will reimburse the city upon completion of the project. (Project #25PSS). This is a reimbursement grant that does not require match funding. This is a federally funded project for FY 24/25.

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

1 RFP 13-25-CIP DESIGN BUILD SAIL SHADE STRUCTURE FOR PETTIS PARK W ATTACHMENTS.pdf
2 Evaluation Tabulation.pdf
3 Proposal - Game Time.pdf
Gametime - Contract Pettis Park Shade Structure.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 13-25-CIP

DESIGN BUILD SAIL SHADE STRUCTURE FOR PETTIS PARK

RELEASE DATE: March 27, 2025
DEADLINE FOR QUESTIONS: April 21, 2025
RESPONSE DEADLINE: April 28, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 13-25-CIP

Design Build Sail Shade Structure for Pettis Park

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Scope of Services .....
VI. Minimum Qualifications .....
VII. Construction Terms and Conditions .....
VIII. Supplemental Conditions .....
IX. Criteria and Submittal Format.....
X. Insurance Requirements .....
XI. Required Responses.....

Attachments:

A - Public Records
B - Draft Contract
C - Playground Aerial Location
D - Examples of Shade Structures
E - Supplemental Conditions and CDBG Required Forms
F - Acknowledgement of Required CDBG Forms
G - Required Documentation and City Forms
H - Bonding Requirements 24 CFR PART 85.36

I. Public Notice

RFP 13-25-CIP

Design Build Sail Shade Structure for Pettis Park

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified contractors to design, build, and install a sail shade structure for Pettis Park located 800 Mary Avenue, New Smyrna Beach, Florida, 32168.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Thursday, March 27, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Contractor", "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach is accepting sealed electronic proposals from qualified contractors to design, build and install an approved sail shade structure to cover the existing playground equipment at Pettis Park located at 800 Mary Avenue, New Smyrna Beach, Florida, 32168.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received. The successful proposer will hereinafter be referred to as the "Contractor".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida’s East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna’s Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFP Notice	March 27, 2025
Pre-Proposal Meeting (Non-Mandatory)	April 7, 2025, 11:00am Pettis Park 800 Mary Avenue New Smyrna Beach, Florida 32168
Deadline for Written Questions	April 21, 2025, 5:00pm
Proposal Submission Deadline	April 28, 2025, 5:00pm
Opening of Submittals	April 29, 2025, 9:00am A link to join the virtual/Microsoft Teams Meeting is provided in Section IV.AA or call in (audio only): 786-636-1338 Phone Conference ID: 748 135 66#
Evaluation Meeting	May 6, 2025, 9:00am Dial in by phone, (audio only): 786-636-1338 Phone Conference ID: 296 492 282#
Presentations (If Applicable)	May 20, 2025, 9:00am
Recommendation of award to City Commission	May 27, 2025

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A General Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

CDBG: Community Development Block Grant

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer Tuan Huyng, or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service.

Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. General Information

IV.A Ambiguity, Conflict, or Other Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.C City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City’s best interest.

IV.D Award of Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.E Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.F Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the

stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IV.H Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section VIIII of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IV.I Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of

the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.J Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.K Due Date

Electronic proposals shall be received prior to 5:00 pm on Monday, April 28, 2025, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

IV.L Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in Section V of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected firm/contractor shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

IV.M E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IV.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.O Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IV.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IV.R Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided as attachment in Section VIIII of this document.

IV.S Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either

may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.T Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Monday, April 21, 2025. In order to ensure that questions asked are responded to correctly, include the section title for each question and enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.U Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

IV.V Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.W Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

IV.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IV.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed request for proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.Z On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy

between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.AA Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Join the meeting now

Meeting ID: 247 803 785 822, Passcode: uG6SW64W

or dial in by phone: 786-636-1338. Phone conference: 748-135-66#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

IV.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.CC Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline

IV.DD Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV.EE Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or proposer for cause.

IV.FF Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this solicitation, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.GG Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.HH Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.II Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.JJ Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.KK Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

IV.LL Security Bond

Submitted proposals shall be accompanied by a Bond Security of no less than five (5%) percent of the amount of the submitted Proposal. Failure of the Proposer to supply same, in the amount

and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their response.

The Security Bond shall be submitted in the form of a Security Bond in the amount of five (5%) percent of the total proposal price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Security Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five (5%) percent of the total proposal price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Proposer shall enter into an agreement if awarded to the Proposer;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an Agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as security bond into an interest-bearing account, shall be retained by the City.

A copy of the security bond must be uploaded with the proposal response in the form of a security bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 180 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 5, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Security Bond: As soon as the proposals have been evaluated, the City may, at its sole discretion, return or release the security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer; after which any remaining Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from the City the return of the Security Bond or alternative form of security used. Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

IV.MM Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.NN State Registration Requirements

Proposers submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.OO Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon

as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IV.PP Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.QQ Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V. Scope of Services

V.A Project Overview

This is a turn-key project with the awarded Contractor being responsible for designing, fabricating, and installing a sail shade system to cover the existing playground equipment at Pettis Park, located at 800 Mary Avenue, New Smyrna Beach.

If funding allows, the sail shade system will also cover the swing set, providing increased user safety through the use of shade.

This project will also require necessary permits and an environmental impact assessment due to the presence of a large oak tree on site.

V.B Tasks

Site Preparation:

- Perform a tree study to determine the impacts on the large oak tree.
- Obtain all necessary permits, including building permits and any other required approvals.

Design and Planning:

- Develop a detailed design for the sail shade structure, considering site conditions and tree study results.
- Design engineering package and specifications.
- Hold a review meeting with stakeholders to finalize design plans.

Fabrication:

- Source and procure materials for the sail shade system.
- Fabricate the sail shades according to the approved design specifications.
- Recommended Specifications for Playground Border
    - 12” in height, made from recycled plastic, and secured with galvanized stakes
- Recommended Specifications for Shade Structure from prior projects:
    - Triangular shade sails that are easy to remove
    - Stainless Steel Cable
    - Stainless Cable Clamps
    - Turnbuckles: Stainless with No-Spin Threads
    - Poles: (Inground), number to be determined during design phase
    - Type: Schedule 40 Steel hot dipped galvanized or equivalent.
    - Custom Welded Eyes: One on each pole
    - Finish: Primer & Paint (Colors to match existing playground equipment).
    - Height to be determined by requested clearance above existing playground structure.
    - Footers: based on number of poles and will need to meet wind load as approved during design phase.
    - Structures must meet hurricane wind load requirements.
    - Quick Release system for the shade sails

Installation:

- Prepare the site for installation, including any necessary groundwork.
- Install the sail shade structure, ensuring proper anchoring and tensioning.
- Conduct a thorough inspection to ensure structural integrity and safety compliance.

Post-Installation Activities:

- Perform a final site inspection with relevant stakeholders.
- Provide a detailed report on the installation, including any maintenance guidelines.
- Address any punch list items or necessary adjustments.

Deliverables:

- Tree dripline study report.
- Permits and approvals documentation.
- Finalized design drawings and specifications.
- Fabricated sail shade components with as-builts.
- Installed sail shade structure.
- Inspection and compliance report.
- Maintenance guidelines and final project report.
- Warranty guarantee for structure.

V.C Additional Important Notes

- Site survey has been completed.
- Structure must be designed to withstand hurricane winds and have the triangular shade sails be easily removed ahead of a major wind event.
- Trees to be trimmed by City staff or hired arborists if necessary.
- Any disturbed mulch will need to be replaced by the contractor.
- Construction site shall be returned to the condition it was in prior to construction starting. There must be removal and cleanup of all debris and construction materials upon completion of the project.
- The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.
- It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.
- In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

V.D Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) days of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

VI. Minimum Qualifications

VI.A Minimum Qualifications

The successful Firm/Contractor must be provide proven qualifications:

- Be a successful and experienced playground design and construction firm.
- Experienced with similar projects for municipal governments.
- Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.
- Be currently certified, licensed and authorized to work in the State of Florida.
- Active registration on Sams.gov
- Active registration on Sunbiz.
- Qualified staff capable of performing the required services.
- Insured and meeting insurance requirements applicable to perform the services.

Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

The City of New Smyrna Beach reserves the right to require the proposer to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider

any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer.

VI.B Licenses and Certificates

Respondents are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

VII. Construction Terms and Conditions

VII.A Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

VII.B Conditions of Work

Each proposer shall have read and be thoroughly familiar with the specifications and other contract documents provided herein. Failure to do so shall not relieve the successful proposer of their obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the contract documents and to complete the work required to complete the project.

In case there is any item in the specifications or other contract documents which is not clear to the proposer or which may, in the Contractor's opinion, be impossible to comply with, the proposer is urged to immediately notify the city by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The proposer, by and through the submission of a submittal, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for becoming familiar to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VII.C Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

VII.D Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the

equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VII.E Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor

has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.G Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.H Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or

otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. No claim for damages or any claim other than for an extension of time shall be made or asserted against the city by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.I Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days

written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.J Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.K Safety and Health Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.L Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.M Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.N Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VII.O Supplemental Conditions for Federally Assisted Projects

The supplemental conditions provided in the contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

VIII. Supplemental Conditions

VIII.A Supplemental Conditions for Federally Assisted Projects

Supplemental conditions are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

The awarded contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions

The Supplemental Conditions, and CDBG required forms, are provided in the Attachment Section of this document. Proposers are encouraged to review all supplemental conditions for federally assisted projects under the attachments category.

The awarded Contractor is required to submit completed versions of the below forms to the City of New Smyrna Beach at or before the preconstruction meeting by the Prime Contractor and Subcontractors:

- Minority and Women Business Reporting Form
- Section 3 Business Concern Certification
- Section 3 Project Workforce
- Section 3 Certification

VIII.B Davis Bacon Act, 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

VIII.C Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

VIII.D Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

VIII.E Build America, Buy America (BABA) Act

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

VIII.F Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

VIII.G Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead- based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

VIII.H Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures

set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

VIII.I Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

VIII.J Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

VIII.K Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended. *(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)*

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000). During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964, E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the
benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any
program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be
subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for
which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and
otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as
the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and
selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules,
regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the
Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to
employ and advance in employment qualified handicapped employees and applicants for

employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding,

that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and

advance in employment physically and mentally handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or

orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The

Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs

may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146: The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act"

of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide

contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

VIII.L Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

VIII.M Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for

work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

VIII.N Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.
Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable.
Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

VIII.O Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

VIII.P Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

VIII.Q Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

VIII.R Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:
A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or
employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub- grants, and contracts under grants, loans, and cooperative agreements.
D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

VIII.S Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

VIII.T Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

IX. Criteria and Submittal Format

IX.A Evaluation Criteria

An evaluation committee of city staff shall independently review and score each proposal. Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Qualifications and Experience	20
Project Approach and Management	20
Proposed Equipment and Configuration	15
Deliverable Timeline	15
Warranty	15
Fee Proposal	15
Total	100

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

IX.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

IX.C Introduction and Executive Summary

At a minimum shall include:

An introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications as to why they shall be recommend the award of contract for this project.

Management summary shall be signed by a corporate officer or principal, or an authorized representative authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

- Cover page representing the company that is submitting a proposal.
- A brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline.

IX.D Experience and Qualifications

At a minimum shall include:

A. Provide background of your firm including number of years in business, number of personnel, and other pertinent information.

B. Provide documentation related to the success and experience in playground sail shade structures including, design and installation

C. Number of years in business in the State of Florida.

D. Provide license to work in the State of Florida

E. Provide Sunbiz Registration

F. Provide active registration for Sams.gov

G. List of individuals who shall have the lead in administering the contract. List name, title or position, and specific duties.

H. State whether your firm is local, national, or international in size. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.

I. Provide examples of your performance of other similar contracts. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of your company's actions or inactions.

J. Prior failure (if any) to perform awarded contract.

K. Within the past five years, if your company has been cited by any local, state, or federal agencies for violations involving safety procedures, describe the details and outcome, including the agency's name and contact number.

Include:

Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

Eligibility: Federal, State and Local licensing requirements shall apply.

IX.E Project Approach and Management

At a minimum shall include:

State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

A. Approach to be taken with working with the City of New Smyrna Beach.

B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

D. Examples of reports that would typically be made available to the City, if applicable.

E. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

F. Discuss why your firm is a fit for the City and why your firm should be selected.

IX.F Proposed Design and Configuration

At a minimum include the following:

A. Specifications sheets, photographs/images and a diagram of all of the shade structure configuration that is being recommended for this project.

B. Overall value of the proposed shade structure, with emphasis on the variety and type of components.

C. Overall aesthetic value of the playground layout.

D. Durability and quality, including reputation and experience of the company manufacturing the equipment, experience of vendor and/or subcontractor (if used) in the construction of similar playground areas.

IX.G Deliverable Timeline

Provide a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

All materials are to be delivered F.O.B.; City of New Smyrna Beach designated facility. Tentative delivery dates pertaining to this project must be clearly stated in the proposal.

IX.H Warranty

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

IX.I Fee Proposal

Submittals shall include a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

Any work performed by the Contractor without approval by the City is performed at the Contractor's own election. Compensation to the Contractor for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

IX.J References

Provide a list of five (5) previous customers during the past five (5) years for all work of similar size and scope. List shall include services rendered in the State of Florida, particularly within municipalities for which proposer has performed (or is currently performing) work similar in nature as described herein. The services provided to these clients should have characteristics as similar as possible to those requested in this document. A Reference Form has been provided in the Attachment Section of this Document.

Information provided for each client shall include the following:

A. Client name, address, and current telephone number.

B. Description of services provided.

C. Time period of the project or contract.

D. Client's contact reference name, email and current telephone number.

Failure to provide complete, accurate, and current client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria.

Note: The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

IX.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

IX.L Acceptance of Conditions

Upload a statement indicating any exceptions to the general terms and conditions, insurance requirements or any other requirements listed in this solicitation document. If there are no exceptions, upload a statement stating there are no exceptions.

IX.M City Required Forms

Upload as one (1) PDF document COMPLETED City required forms provided in the Attachment Section of this document. Forms include, notarized, non-notarized, and any Addendums that may be issued.

IX.N Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization. Please do not include a copy of this solicitation document.

IX.O Florida Division of Corporations/Sunbiz and Sams.Gov

- Provide evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.
- Provide evidence of active status on Sams.Gov.

X. Insurance Requirements

X.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
    1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
    2. $500,000 Each Accident
    3. $500,000 Disease Each Employee
    4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
    1. $1,000,000 Bodily Injury & Property Damage-each occurrence
    2. $2,000,000 Personal & Advertising Injury-each occurrence
    3. $2,000,000 General Aggregate
    4. $2,000,000 Products/Completed Operations Aggregates limit
    5. $ 5,000 Medical Payments
    6. $ 100,000 Fire Damage Legal Liability
    7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

X.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

XI. Required Responses

XI.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm

*Response required

XI.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XI.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

XI.D Professional License *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

XI.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

XI.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than five (5) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of five (5) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Monday, April 28, 2025. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

XI.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within **14 working days**after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

XI.H Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

XI.I Conflict of Interest Disclosure*

PROJECT NUMBER: 13-25-CIP - Design Build Sail Shade Structure for Pettis Park

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

XI.J Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary

*Response required

XI.K Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications

*Response required

XI.L Project Approach & Management*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

XI.M Proposed Design and Configuration *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Proposed Design and Configuration

*Response required

XI.N Deliverable Timeline *

Upload documents to include a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

*Response required

XI.O Warranty

Upload documents pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

XI.P Fee Proposal*

Upload a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

*Response required

XI.Q References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

XI.R Financial Stability *

Upload a statement certifying that your firm is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach.

Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five

Information shall be uploaded one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

XI.S Sunbiz and Sams.Gov*

Upload evidence of an active status on Sunbiz and unique identifier information for Sams.Gov

*Response required

XI.T City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement
City of NSB Form: References
City of NSB Form: List of Subcontractors
City of NSB Form: Signed Addendums (if applicable)
Copy of Sunbiz Registration with Active Status
Copy of Sam's Gov Registration listing Unique Identifier Number Copy of Bid, No less than 5% of the Bid

*Response required

XI.U Acknowledgment of Required CDBG Documents*

Upload completed Acknowledgement form of required CDBG forms

☐ Please confirm

*Response required

XI.V Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, **including cover page**, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name and title of Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the BID/RFP # AND TITLExxxxxxx**, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for two (2) optional, one (1) year periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled BID/RFP XX-XX-XX, TITLE XXXXXXXXX, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid

B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

DRAFT

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	**Insert Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
	Date: _____
ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

RFP 13-25-CIP: Pettis Park Shade Structure

Playground Aerial Location



RFP 13-25-CIP: Pettis Park Shade Structure

Examples of shade structure designs:





RFP 13-25-CIP: Pettis Park Shade Structure

Examples of shade structure designs:



Supplemental Conditions for Federally Assisted Projects and Required CDBG Forms

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions
Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,

religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally

handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

17. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

18. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

19. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS | **U.S. Department of Housing And Urban Development** | HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

• Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

• If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false ….. shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance, including CDBG, as follows:

a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.

b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.

f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 09/30/2026.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Submit Feedback

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

Submit Feedback

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS CombinePDF_0000001 | OMB No. 1235-0008 Expires 09/30/2026

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION CombinePDF_0000001 | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	CombinePDF_0000001	CombinePDF_0000001	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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			S											
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Public Burden Statement

2500 timate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have mments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. ngton, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
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CombinePDF_0000001	CombinePDF_0000001
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CombinePDF_0000001	CombinePDF_0000001
CombinePDF_0000001	CombinePDF_0000001

REMARKS:
CombinePDF_0000001

NAME AND TITLE	SIGNATURE
CombinePDF_0000001	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

"General Decision Number: FL20250137 01/03/2025

Superseded General Decision Number: FL20240137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

ENGI0673-013 05/01/2024

	Rates	Fringes
OPERATOR: Oiler	$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 24.71	14.60

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER	$ 12.63 **	0.00
ELECTRICIAN	$ 16.71 **	3.51
FORM WORKER	$ 11.36 **	0.00
LABORER: Common or General	$ 9.03 **	0.81
LABORER: Landscape	$ 8.44 **	0.00
LABORER: Pipelayer	$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator	$ 13.12 **	2.58
OPERATOR: Bulldozer	$ 12.88 **	0.00
OPERATOR: Crane	$ 14.88 **	3.17
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Loader	$ 13.38 **	0.00
OPERATOR: Mechanic	$ 13.83 **	2.19

OPERATOR: Roller.....$ 10.50 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____ Signature: _____ Date: _____

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
    - A worker living within the service area of the project, as defined at §75.5; or
    - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Section 3 Project Requirements

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance. If the $200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

What are the required thresholds for section 3 projects?

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
  AND
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

What are the requirements of Prime Contractors for Section 3 projects?

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
  - These reports may be in the form of a letter, signed and on company letterhead
  - The report should include,
    - Explanation of all efforts made to meet the required thresholds (see below for examples)
    - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
    - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?
    - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
  - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
  - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
  - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
  - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
  - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Providing training or apprenticeship opportunities

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Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
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DeLand, FL 32720

Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the r in their files for a minimum of five years after completion of the project.

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EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

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Build America, Buy America (BABA) Information

What is Build America, Buy America (BABA)?

The Build America, Buy America Act (BABA) requires that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects are produced in the United States, unless otherwise exempt or subject to an approved waiver. This requirement is known as the "Buy America Preference (BAP)".

When does BABA apply to projects?

The Build America, Buy America Act (BABA) applies to all federally funded infrastructure projects. The Community Development Block Grant (CDBG) is a federal funding source and BABA would apply for all infrastructure project funded with CDBG. If additional funding sources are being used, the entire project must meet BABA requirements if any federal funding source is being utilized.

What is considered an infrastructure project?

The following are considered infrastructure projects according to BABA:

- Rehabilitation, maintenance, and reconstruction of buildings and real property, including housing
- Construction and repair of public facilities and improvements, such as water, sewer, or other utilities, parks, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure

Do all materials have to be manufactured in the United States?

The U.S. Department of Housing and Urban Development (HUD) is requiring that BABA be met in phases to assist with the current transition. The phases are based on the year the funds were obligated. If you are unsure which fiscal year the funds were obligated for your project, reach out to the city you were awarded by or CDBG@volusia.org.

Obligated Fiscal Year	Materials that must follow BABA
FY 2023/24	• Iron • Steel
FY 2024/25	• Non-ferrous metals • Lumber • Plastic- and polymer-based composite building materials, pipes, and tubes
FY 2025/26	• All other plastic- and polymer-based products • Glass • Fiber optic cable • Optical fiber • Engineered wood • Drywall

What information is required for BABA reporting?

For Community Development funded infrastructure projects, the following is required:

- BABA Certification form
- Supporting documentation to show that all required materials were produced in the United States
    - Invoices, receipts, etc.

The form to be completed by the contractor is subject to change as additional information is provided by HUD.

County of Volusia
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DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Pre-Certification

This document must be completed and returned from the primary contactor following the pre-construction meeting before work begins. An additional certification must be submitted once work has been completed before final payment will be dispersed. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Will this material be purchased for the project?	Will the purchased material be produced in the United States?	Manufacturers *(List all planned to utilize)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Build America, Buy America (BABA) Certification

This document must be completed and returned from the primary contactor following completion of all on-site work, prior to the final invoice submission. This document may be required from all sub-contractors as well.

Project Name: _____

Agency Name: _____

Material	Was this material purchase for the specified project?	Was the purchased material produced in the United States?	Manufacturers *(List all used)*
Iron	☐ Yes ☐ No	☐ Yes ☐ No	
Steel	☐ Yes ☐ No	☐ Yes ☐ No	
Non-ferrous metals	☐ Yes ☐ No	☐ Yes ☐ No	
Lumber	☐ Yes ☐ No	☐ Yes ☐ No	
Plastic- and polymer-based composite building materials, pipes, and tubes	☐ Yes ☐ No	☐ Yes ☐ No	
All other plastic- and polymer-based products	☐ Yes ☐ No	☐ Yes ☐ No	
Glass	☐ Yes ☐ No	☐ Yes ☐ No	
Fiber optic cable	☐ Yes ☐ No	☐ Yes ☐ No	
Optical fiber	☐ Yes ☐ No	☐ Yes ☐ No	
Engineered wood	☐ Yes ☐ No	☐ Yes ☐ No	
Drywall	☐ Yes ☐ No	☐ Yes ☐ No	

Attach supporting documentation (invoices, receipts, etc.) to verify the above information when this form is submitted.

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

City of New Smyrna Beach

Supplemental Conditions and CDBG Required Forms

Title of Project Name: **Design Build Sail Shade Structure for Pettis Park**

Project ID: **RFP 13-25-CIP**

The below CDBG forms are provided in the Attachment Section of the above-mentioned Request for Proposal (RFP) Solicitation document.

If chosen as the contractor, you hereby acknowledge, the following items are required to be submitted to the City of New Smyrna Beach at or before the preconstruction meeting by the Prime Contractor and Subcontractors:

A. Minority and Women Business Reporting Form
B. Section 3 Business Concern Certification
C. Section 3 Project Workforce
D. Section 3 Certification

Proposers are encouraged to review all supplemental conditions for federally assisted projects under the attachments category.

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Date: _____

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: Design Build Sail Shade Structure for Pettis

Park Project ID: RFP 13-25-CIP

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Trench Safety	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	
Bid Bond, No Less than 5% of the bid price/sum	
Signed Bid Form	

City of New Smyrna Beach

RFP 13-25-CIP: Design Build Sail Shade Structure for Pettis Park

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	13-25-CIP
BID TITLE:	Design Build Sail Shade Structure for Pettis Park

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: _____	Vice President: _____
Secretary: _____	Treasurer: _____
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Required Form: Designated List of Subcontractors RFP 13-25-CIP: Design Build Sail Shade Structure for Pettis Park

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A.				
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:
Name: _____ Title: _____

Business Address: _____

_____
ATTEST:

_____ _____
Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:

Name: _____ Title: _____

Business Address: _____

_____

ATTEST:

_____ _____

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 13-25-CIP

Design Build Sail Shade Structure for Pettis Park

RESPONSE DEADLINE: April 28, 2025 at 5:00 pm

Tuesday, May 6, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Bliss Products & Services, Inc.	Lanier Plans Inc. dba KorKat	PlayCore Wisconsin, Inc., DBA GameTime
Public Records	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass
Professional License	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass
Introduction and Executive Summary	Pass	Pass	Pass
Experience and Qualifications	Fail	Pass	Pass
Project Approach & Management	Pass	Pass	Pass
Proposed Design and Configuration	Pass	Pass	Pass
Deliverable Timeline	Pass	Pass	Pass

Question Title	Bliss Products & Services, Inc.	Lanier Plans Inc. dba KorKat	PlayCore Wisconsin, Inc., DBA GameTime
Warranty	Pass	Pass	Pass
Fee Proposal	Pass	Pass	Pass
References	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass
Sunbiz and Sams.Gov	Pass	Pass	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass	Pass
Acknowledgment of Required CDBG Documents	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach and Management	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Proposed Equipment and Configuration	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeline	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Warranty	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
PlayCore Wisconsin, Inc., DBA GameTime	93	94	99	**95.33**
Lanier Plans Inc. dba KorKat	93	85	93	**90.33**
Bliss Products & Services, Inc.	84	85	71	**80**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)
PlayCore Wisconsin, Inc., DBA GameTime	20	19.3	14	14.3
Lanier Plans Inc. dba KorKat	19	18.3	15	13.3
Bliss Products & Services, Inc.	19.7	18	7.3	11.7

Vendor	Warranty Points Based 15 Points (15%)	Fee Proposal Points Based 15 Points (15%)	Total Score (Max Score 100)
PlayCore Wisconsin, Inc., DBA GameTime	13.7	14	**95.33**

Vendor	Warranty Points Based 15 Points (15%)	Fee Proposal Points Based 15 Points (15%)	Total Score (Max Score 100)
Lanier Plans Inc. dba KorKat	13.7	11	**90.33**
Bliss Products & Services, Inc.	12.7	10.7	**80**

INDIVIDUAL PROPOSAL SCORES

Bliss Products & Services, Inc.

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 19

Since 1984 Subs upon award Plenty of previous work

Evaluator 2: 20

In business since 1984. Experience with consulting, shades, equipment, shelters, bleachers, etc.

Evaluator 3: 20

Bliss has been in business for over 30+ years and is a regional provider of Playcore. Upon reviewing their website of other similar projects, they appear to have extensive experience across Florida and Georgia installing playground shade structures. Bliss is CPSI certified.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 19

solid approach 4 major factors

Evaluator 2: 18

Expectations defined as scope of work, completion timeframe, and playground design. Key aspects include communication, scheduling, and accountability.

Evaluator 3: 17

Project management approach is not specific to the City of New Smyrna Beach, however the project approach appears to be decently comprehensive. Provided documentation does not include measures for reducing change orders, number of staff, or a cost estimating measures.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 11

only 1 sail over a portion of the equipment. Does not cover all of the equipment.

Evaluator 2: 10

3 poles, 1 sail, 28 ft to 30 ft between poles. One sail would not cover needed area for coverage.

Evaluator 3: 1

Proposed equipment does not meet the scope of work requested. Only one shade sail has been included, no aesthetic options were proposed, and no specifications were included. The proposed scope of work for this project was to cover the entire playground, however this was not taken into account in this proposal.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 13

13 weeks

Evaluator 2: 10

Generic document outlining 13 week timeframe. Current 10 week lead time from manufacturer.

Evaluator 3: 12

Proposed timeline is approximately 13 weeks. This would be acceptable to the City based on current timing. No specifics were included beyond a simplified Gantt Chart

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 11

limited for rust 5 miles from coast

Evaluator 2: 14

10 year non prorated warranty against failures due to rust through corrosion, 10 year warranty for fabric and Teflon stitching with exception of red, and one year warranty on all moving parts, surface finish, and any other product not specifically covered.

Evaluator 3: 13

The warranty for the steel structure is for 20 years, however due to Pettis Park being located within a 5 mile distance from the coast, the warranty is reduced to 10 years. The shade sail has a warranty for 10 years and 1 year for moveable parts. The shade sails are rated for 90mph wind gusts.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 11

36k only a portion of the playground. This is directly related to only having 1 sail shade

Evaluator 2: 13

$36,187.75 total cost

Evaluator 3: 8

Fee proposal is low due to only including one shade sail in the proposal. The entire scope of work was not considered.

Lanier Plans Inc. dba KorKat

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 19

Several recent projects. No subs listed - will add if awarded Founded in 2003 Well Qualified

Evaluator 2: 18

Founded in 2003, 21 sales reps, owner Shane Lanier. aka KorKat.

Evaluator 3: 20

Lanier, which is doing business as KorKat, is based out of Georgia. They have been around since 2003, and have been operating in Florida since 2009. They primarily focus on playground structures and shade shelters. References were also favorable.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 20

meet onsite after install to do a complete walk-thru

Evaluator 2: 17

Preinstall and manufacturing: 4 to 8 weeks for shade manufacturing. Try not to have grounds shut down too long. Installation: installers meet delivery onsite After install: walkthrough with customer, warranties and upkeep recommendations. Exit survey with customer. Goal is to deliver turnkey product. Design: shade options available to protect from sun.

Evaluator 3: 18

The provided operational plan includes high-level overview information regarding the process for completing the project in a timely manner. However, it does not address any cost estimation procedures or ways to avoid change orders.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 15

Quality Design Good look Quick release clamps and tension

Evaluator 2: 15

Superior Shade, six (6) triangular sail structure with 7 poles. Detailed.

Evaluator 3: 15

The proposed equipment appears to be in-line with what was requested based on the scope of work. This may be more than what is needed though. The proposal included multiple color options to consider.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 13

up to 20 weeks

Evaluator 2: 13

2024 timeframe, 4 to 20 weeks depending on product, looks likely between 11 to 19 weeks for project completion.

Evaluator 3: 14

Proposed timeline is around 20 weeks from NTP to complete the project, which would fit within the allocated time for this project.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 13

Warranty excludes salt steel post - what is normal conditions? 76 mph, and gusts to 90mph Cables need replaced every 3-4 years

Evaluator 2: 14

lifetime warranty on stainless steel hardware, 20 year limited warranty on framework, 10 year limited warranty on fabric, 5 year limited warranty on powder coat, 1 year limited warranty on cables and materials not listed.

Evaluator 3: 14

The warranty is for 20 years on the erected steel frames and 10 years for the sail fabric. The overall warranty is very comprehensive and provides a lot of detail into what is included. The shade sails are rated for sustained winds up to 76mph with gusts up to 90mph. Specifically excludes Salt.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 13

199,545.97 stainless steel hardware

Evaluator 2: 8

$190,043.30 including installation

Evaluator 3: 12

The fee proposal is very comprehensive and takes into consideration the entire scope of work that was requested. However, the proposed costs are over-budget for the project by approximately $70k.

PlayCore Wisconsin, Inc., DBA GameTime

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 20

Since 1929 Office in Alabama - Use Dominica with office in Longwood Several recent projects - all received good reviews

Evaluator 2: 20

GameTime manufacturing playground equipment since 1929. Weekly production of over $2.75 million, daily inventory over $6 million. GameTime does fabrication, rotationally molded plastic, PVC coating, and powder coating in house. Lists number of employees at different locations company has.

Evaluator 3: 20

GameTime has been in business since 1929, and Dominica Recreation (DRP), which is the regional sales office, has been in business since 1968. Both the DRP and GameTime websites show multiple examples of successful shade structure projects across Florida, Georgia, and Tennessee. DRP also sends their staff to annual training that focuses on product improvements, risk management, and estimation.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 19

good approach solid communication

Evaluator 2: 19

Lists management team's qualifications. Approach includes team focus with site visits from Territory Manager to take photos and measurements along with vision and scope of work. Senior Project Manager then designs playground according to scope, budget, vision, access, etc. Rendering created, then Manufacturing.

Evaluator 3: 20

GameTime included significant details associated with the management team that would be assisting with this project, as well as detailed descriptions of how their staff manages the day-to-day project aspects. Regarding the project approach and management, the proposal emphasized good communication regarding costs, verifying design approval, and compliance with the Davis-Bacon Act.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 14

good layout 4 separate sail shades

Evaluator 2: 14

Six (6) poles and four (4) triangular sails. Estimate 150 days to complete with permitting. Park closed for 4 weeks.

Evaluator 3: 14

The proposed sketch shows 4 large shade sails with 6 posts, and it covers the majority of the playground area. Aesthetically this meets the majority of the requested scope of work. There are a few sections of the playground that are not covered, however this may purely be a function of how the sails can be installed.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

150 days for completion 60 days to commence work

Evaluator 2: 14

60 calendar days to commence work and 90 days of project length.

Evaluator 3: 15

The proposed deliverable timeframe would be 150 days from award, which would be acceptable for this project.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 12

limited on hardware 10 year limited cables 76mph and gusts to 90mph

Evaluator 2: 14

Lifetime warranty against structural failure.

Evaluator 3: 15

The warranty is comprehensive, and includes a 15 year warranty on the steel components. There is a 10 year warranty for the shade sails, which are rated up to 76mph sustained/90mph gusts.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 14

99k permit fees additional survey and site plan by owner

Evaluator 2: 13

Total $99,077.00, reduce by $20,000 if shades over swings are not desired. Additional cost for permits fees.

Evaluator 3: 15

The fee proposal appeared to be in-line with budget expectations while providing good value relative to the requested scope of work.

GameTime
A PLAYCORE Company

drp Dominica
Recreation Products

Business Information

Business Address:
Playcore Wisconsin, Inc. dba Gametime
150 Playcore Drive SE
Fort Payne, AL 35968

Remit to Address:
Playcore Wisconsin, Inc. dba Gametime
P.O. Box 680121
Fort Payne, AL 35968

Operates as: Corporation

Incorporated and licensed to operate in the: States of Florida and Georgia

Date Business Established: 1929

Website: Gametime.com

President/drp: Rob Dominica
Phone: 407-331-0101
Fax: 407-331-4720
Email: robd@gametime.com

Territory Manager: Steve Larson
Phone: 904-325-4349
Email: stevel@gametime.com

Contracts: Coutney Crawford
Phone: 407-331-0101
Email: courtney.crawford@gametime.com

Purchase Orders: Jennifer Cassidy
Phone: 407-331-0101
Email: jenniferc@gametime.com

Credit/Payments: Christa Hilley
Phone: 256-997-5436
Email: christa.hilley@playcore.com

Operates as: Corporation

Incorporated and licensed to operate in the: States of Florida and Georgia

Date Business Established: 1929

Previous Default: Never defaulted on a bid or denied a bid due to non-responsibility to perform.

The Anticipated Start Date: Approximately 8 weeks after receipt of the award.

Signature of authorized company representative:

Rob Dominica
President/drp
robd@gametime.com | 407-331-010

PlayCore Wisconsin, Inc., d/b/a GameTime
150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Direct facsimile: 423/648-5903
Website: http://www.gametime.com

A PLAYCORE Company

04/25/2025

City of New Smyrna Beach
800 Mary Avenue
New Smyrna Beach, Florida 32168

EXECUTIVE SUMMARY AND PROJECT OVERVIEW
Design Build Sail Shade Structure for Pettis Park
RFP 13-25-CIP

The GameTime Division of PlayCore Wisconsin, Inc., a wholly owned subsidiary of PCH Holdings, Inc., acting in collaboration with Dominica Recreation, Inc. and The Copponex Group, Inc. is pleased to submit the accompanying proposal for the Design Build Sail Shade Structure for Pettis Park. As demonstrated, GameTime is fully qualified to provide design, equipment, certified staff, and supervision services to meet the building requirements for the City of New Smyrna Beach.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution, and installation capabilities. With 400,000 sq. ft. under the roof on an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed $2,750,000. The daily inventory often exceeds $6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating, and powder coating "in-house". GameTime is an ISO 9001:2008 and 14001:2004 Certified facility. Once an order is entered and accepted, GameTime delivers equipment within 55 to 60 days.

GameTime currently employs 500 people at its Fort Payne facility in the design and manufacturing of commercial playgrounds and recreation equipment. Our staff includes five industrial designers, four product managers, three structural engineers, and ten CAD operators in our product development, design, and processing groups. GameTime office staff total 112. Additionally, we collaborate with several consultants in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations, employing 127 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

Dominica Recreation, Inc. (DRP), 800-432-0162, the exclusive GameTime regional sales representative in Florida. Their offices are located at 632 Florida Central Parkway, Longwood, FL. Rob Dominica, President of DRP, robd@gametime.com will be providing all pre-sale, post-sale, on-site service, and project management. Representing GameTime since 1968, the DRP organization is well versed in all aspects of playground sales and support from creating site and client-specific ASTM, CPSC, and ADA-compliant play area designs utilizing Gametime's proprietary GTCad software; to managing professional turnkey installations employing the DRP Five Star Plus Certified Installation process; coordinating manufacturing and installation scheduling; contract administration; and providing technical support for field service and replacement parts. The DRP Group attends "GT College" annually and seminars yearly to learn the latest in product improvements and new design, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. DRP employs NPSI-certified playground safety inspectors (CPSI); provides local on-site playground design services; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages.

GameTime installation-supervision services will be provided by The Copponex Group; a GameTime factory-certified installer headed by Greg Copponex, who has more than 38 years of experience in the playground industry. The Copponex Group has installed over 6,000 playgrounds in Florida and Georgia. Operating three fully equipped installation crews, The Copponex Group maintains tight scheduling.

GAMETIME DIVISION



Donald R. King
Director of Sales Administration

STATE OF ALABAMA

CONTROL NO.
35095

County
DEKALB

LICENSE NO.
0420

ACCOUNT NO.
551 2025

12:02 pm jsummerford

DATE ISSUED		
10	16	24
MO	DAY	YR

LICENSE YEAR
2024 - 2025

ISSUED TO:

GAMETIME
PLAYCORE INC.
P.O. BOX 680121
FORT PAYNE AL 35968

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:

GAMETIME
150 PLAYCORE DR SE
FORT PAYNE AL 35967

EXPIRES
September 30, 2025

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
084-001	contractor over 200,000	$375.00	$1.00				$376.00
087-001	manufacturing 1mil & over	$300.00	$1.00				$301.00

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business by this certificate has been made by licensee, this license is transferred to said purchaser.

TOTAL	$677.00
OTHER FEE	$0.00
TOT WITH OTHER FEE	$677.00

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

Ronnie Osborn, Probate Judge
Issuing Authority

Name of Purchaser

Issuing Authority

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st



Detail by Entity Name

Foreign Profit Corporation
PLAYCORE WISCONSIN, INC.

Filing Information

Document Number	F07000002689
FEI/EIN Number	39-1720480
Date Filed	05/21/2007
State	WI
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/15/2017

Principal Address

544 Chesnut Street
CHATTANOOGA, TN 37402

Changed: 12/15/2017

Mailing Address

544 Chestnut Street
CHATTANOOGA, TN 37402

Changed: 12/15/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 01/11/2019

Address Changed: 01/11/2019

Officer/Director Detail

Name & Address

Title CEO, President

Roger, Posacki
544 Chestnut Street
CHATTANOOGA, TN 37402

Title CFO, Secretary, Treasurer

RUEGGER, RICHARD E
544 Chestnut Street
CHATTANOOGA, TN 37402

Annual Reports

Report Year	Filed Date
2022	04/05/2022
2023	04/27/2023
2024	04/30/2024

Document Images

04/30/2024 – ANNUAL REPORT	View image in PDF format
04/27/2023 – ANNUAL REPORT	View image in PDF format
04/05/2022 – ANNUAL REPORT	View image in PDF format
04/14/2021 – ANNUAL REPORT	View image in PDF format
05/04/2020 – ANNUAL REPORT	View image in PDF format
06/13/2019 – ANNUAL REPORT	View image in PDF format
01/11/2019 – Reg. Agent Change	View image in PDF format
04/12/2018 – ANNUAL REPORT	View image in PDF format
12/15/2017 – REINSTATEMENT	View image in PDF format
05/18/2016 – ANNUAL REPORT	View image in PDF format
04/30/2015 – ANNUAL REPORT	View image in PDF format
01/09/2014 – ANNUAL REPORT	View image in PDF format
03/27/2013 – AMENDED ANNUAL REPORT	View image in PDF format
02/04/2013 – ANNUAL REPORT	View image in PDF format
10/02/2012 – Reg. Agent Change	View image in PDF format
02/10/2012 – ANNUAL REPORT	View image in PDF format
04/12/2011 – ANNUAL REPORT	View image in PDF format
01/07/2010 – ANNUAL REPORT	View image in PDF format
06/23/2009 – ANNUAL REPORT	View image in PDF format
06/16/2008 – ANNUAL REPORT	View image in PDF format
05/21/2007 – Foreign Profit	View image in PDF format

SAM.GOV®

PLAYCORE WISCONSIN INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TKD2J5QHEJF3	**84308**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 10, 2023**	
Physical Address	Mailing Address	
150 Playcore DR SE **Fort Payne, Alabama 35967-7576** **United States**	**150 Playcore DR SE** **Fort Payne, Alabama 35967-7576** **United States**	

Business Information

Doing Business as	Division Name	Division Number
Gametime	**Gametime**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Alabama 04	**Wisconsin / United States**	**www.playcore.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 23, 2022	**May 10, 2022**	**Mar 12, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 27, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
7BJG0	**PLAYCORE HOLDINGS, INC**

Highest Level Owner

CAGE	Legal Business Name
7BJG1	**PCH HOLDINGS, INC**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Manufacturer of Goods**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**84308**

Points of Contact

Electronic Business

Clint T Whiteside, Director of Sales Administration

544 Chestnut Street
Chattanooga, Tennessee 37402
United States

Government Business

Clint T Whiteside, Director of Sales Administration

544 Chestnut Street
Chattanooga, Tennessee 37402
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**339920**	**Sporting And Athletic Goods Manufacturing**
	332311	**Prefabricated Metal Building And Component Manufacturing**
	337127	**Institutional Furniture Manufacturing**

Product and Service Codes

PSC	PSC Name
N078	**Installation Of Equipment- Recreational And Athletic Equipment**

Disaster Response

This entity does not appear in the disaster response registry.

PlayCore Wisconsin, Inc., d/b/a GameTime
150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Direct telephone: 423/648-5891
Direct facsimile: 423/648-5903
Website: http://www.gametime.com

A PLAYCORE Company

MANAGEMENT TEAM QUALIFICATIONS

Territory Sales Manager – Steve Larson. Steve serves 12 counties throughout North/East Florida for Dominica Recreation Products/GameTime. With an in-depth, consultative approach, Steve works directly with each project contact and conveys the vision, requirements, budget, and specifications to our project managers to create a design that is not only comprehensive but exciting.

Project Manager – Rob Dominica. President DRP-Registered Authorized Officer for all GameTime contract sales in Florida, Rob Dominica. Rob has been managing projects since 1995. Member of ASTM Committee on Public Playground Equipment and an NPSI certification holder. He will design and ensure that all the playgrounds are ADA-compliant and that the design is done with the City's wishes and requirements in mind. He makes sure that the proper equipment is ordered, and all drawings are complete and ready to submit for permitting.

Contract Administrator - Courtney Crawford. Courtney will help with all contract requirements including Certificates of Insurance

Permit Coordinator - Sarah Catrillo. Sarah works on all permit applications and the NOC. Being in contact with the city on any forms required for permits. Helping to coordinate from sales to installation.

Supervisor of Installation - Greg Copponex. Greg has supervised the installation of over 10,000 playgrounds in Florida and Georgia over the past 15 years. Copponex Group is the certified GameTime installer for Florida and Georgia. Greg's crews are licensed, certified, and badged in the State of Florida and Georgia, and have been installing playgrounds for 10-plus years. NPSI Certified.

PLAYCORE
Building communities through play

Dominica Recreation Products

NOTICE TO ALL –

The Copponex Group is a licensed and certified installer for PlayCore Branded Products. They have passed their training seminar and have provided all necessary insurance certificates to be listed as the certified installer. Valid January 2023 through January 2026.

The brands and products **The Copponex Group** is certified to install include (but are not limited to) :

GameTime
GTFit
GTImpax
PlayWorx
UltraSite
UltraPlay
UltraShade
UltraShelter
Bark Park
GT Grandstands
Everlast Climbing Walls
Dero Bicycle Racks

Signed and certified

Robert Dominica
President/DRP

1/16/23
Date

P.O. Box 520700 • Longwood, FL 32752-0700
800-432-0162 • fax 407-331-4720
www.playdrp.com • drp@gametime.com

Our Approach and Philosophy

Dominica Recreation Products/GameTime

The philosophy and approach of Dominica Recreation Products has always been a multi-tiered team focus, working alongside our clients to bring the vision, specifications, and scope of each project to fruition.

For over 53 years, throughout Georgia and Florida, we've served over 54,000 orders efficiently, professionally, and completely. On average, we manage over 500 projects/clients in real-time with six local Territory Managers, three dedicated installation teams, three in-house project managers, a bid specialist, a permit coordinator, two exclusive customer service professionals, and other support staff throughout Dominica Recreation Products and GameTime.

Our Territory Manager, Steve Larson visits the site several times to take photos and precise measurements. He's there to communicate with you locally and respond quickly when needed.

Those pictures and measurements, along with the vision and scope of a bid such as this one, are communicated to our senior project manager, who will design a playground according to your specifications, budget, space, access, vision, site conditions, surfacing, installation, permits, drawings and so on.

A top-view drawing is created to ensure everything fits properly and safely with compliant access. From there, the bid proposal includes all equipment, discounts, freight, installation, tax, etc. Once that is completed, a 3-D color rendering is created to show what the completed project will look like from multiple angles.

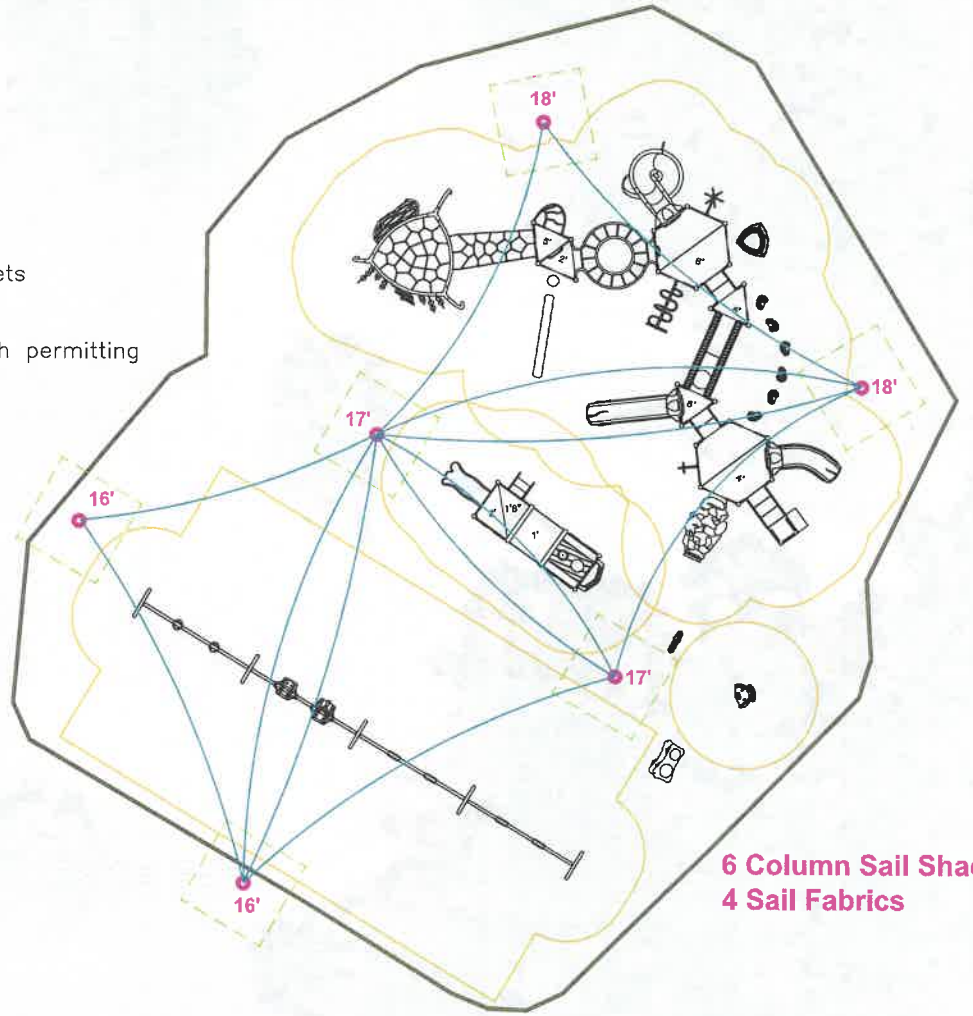
Once the project is ordered, GameTime manufactures the system as specified and ships it to the site, where our exclusive certified installer is local to your project.

Your team will always have our full communication, access, and responsiveness even after completing your project.

By Others
- Tree Trimming
- Drip Survey
- Site Plan/Survey

By Installers
- Temp Security Fence
- Arborist Tree Study
- Permitting
- Installation of Columns and Footers
- Replacement of Wood Fiber Top off
- Border movement if necessary
- Placement of Fabric after concrete sets
- Davis Bacon Wage Rates

Estimated Time to complete 150 days with permitting
Park closed for about 4 weeks



6 Column Sail Shade Structure
4 Sail Fabrics

GameTime
A PLAYCORE Company

ISO 9001 CERTIFIED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Pettis Park Shade
New Smyrna Beach

Representative
Dominica Recreation Products

This play equipment is recommended for children ages
n/a

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: Rob
Date: 4-24-25
Drawing Name: Pettis

2566

Statement of Order and Shipment Timeframe

Following the purchase order and notice to proceed, it will take 60 calendar days to commence work.

The anticipated project length is 90 calendar days.

Thank you,

Rob Dominica
President/drp
robd@gametime.com | 407-331-0101

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256.845.5610
Facsimile: 256.845.9361
Email: service@gametime.com

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally molded products.
- Fifteen-Year limited warranty on VistaRope nylon bearings and ring junction pieces.
- Ten-Year limited warranty on GTFit®, THRIVE® and Challenge Course® posts & bars.
- Ten-Year limited warranty on site furnishings against structural failure.
- Ten-Year limited warranty on SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Ten-Year limited warranty on VistaRope WeaveTech cable components or freestanding cable events excluding premature wear.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on all standard nylon nets on play systems, freestanding events, or fitness products, unless otherwise specified as a VistaRope.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Five-Year limited warranty on premature wear of VistaRope cables.
- Three-Year limited warranty on Everybody Plays polyurea-coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- Three-Year limited warranty on SureGrip Material.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation, or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XSCAPE®, IONiX®, and MODERN CITY®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, upright posts; and PrimeTime, IONiX, Xscape, and Modern City bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components. Three-year limited warranty on SureGrip rubber matting material against degradation and discoloration under normal wear and usage. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and a ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay, or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON STANDARD NET CLIMBERS AND COMPONENTS (UNLESS OTHERWISE SPECIFIED AS VISTAROPE)

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that causes the product to become structurally unfit for the intended use and **do not cover natural fraying of the material**; see exclusions.

LIMITED WARRANTY ON PLAYFUL LANDSCAPES

GameTime provides a five-year limited warranty on the Playful Landscapes HDPE frame against degradation under normal wear and usage and a two-year limited warranty on Poured-in-Place Rubber when applied in a Playful Landscapes (mound or hillside) application against loss of integrity due to rubber degradation, where Playful Landscapes are installed by certified GameTime installers following provided installation guidelines and finished with a minimum of 3" of GTImpax branded PIP.

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

GameTime fabric canopies are warranted for sustained winds of up to 76 mph (Hurricane Force 1) and gusts of up to 3 seconds duration up to 90 mph. Removal of shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off-season". No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the top part of a shade structure unless specifically designed and engineered by the manufacturer for that purpose. If product has shade fabric and is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

GameTime provides a seven-year limited warranty on thermoplastic coated elements and a three-year limited warranty on powder coated elements. Powder coated products from the Streetscape Collection carry a five-year limited warranty. GameTime guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

GameTime provides a ten-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay, or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions. GameTime guarantees all materials and workmanship for ten years on any product made completely from our

100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage, and acts of God.

GameTime provides a one-year limited warranty on IPE wood, redwood and pressure treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking, or fading.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON TUFF FORMS, TUFFCRETE & POLYSHIELD THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on TuffForms, TuffCrete and PolyShield themed play sculptures against structural failure that causes the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit, THRIVE, and Challenge Course stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals, and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating and Challenge Course Timing Systems. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON VISTAROPE WAVETECH CABLE COMPONENTS AND STRUCTURES

GameTime provides a Lifetime Warranty on uprights and hardware; a fifteen-year warranty on punched steel, pipes, rails, loops rungs, nylon bearings, ring junction pieces, and rotomolded pieces: ten-year limited warranty on cable breakage; five-year limited warranty on premature wear of poly cables; three-year limited warranty on SureGrip rubber matting material against degradation and discoloration under normal wear and usage. These warranties exclude cosmetic damages or defects and cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance.

FIVE-YEAR LIMITED WARRANTY ON HDPE PANELS

GameTime provides a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

FIVE-YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"–Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that causes the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship. **To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.** ***GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions. Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.***

IMPORTANT NOTE FOR COASTAL ENVIRONMENTS: Saltwater is corrosive to materials used in the play environment. Products installed within 550 yards (503 meters) of a saltwater coastline will be covered for a maximum of five years, for defects caused by corrosion. Products that come into direct contact with salt spray are not covered for any defects caused by corrosion.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at

USA 1-800-235-2440

International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Project: _____

Purchaser: _____

GameTime Order Number: _____

_____
Authorized GameTime Signature

_____
Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

http://cpsia.playcore.com

ISO 9001 CERTIFIED

PCI 4000 Powder Coating Institute CERTIFIED

IPEMA INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION MEMBER

TÜV SÜD

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

04/24/2025
Quote #
107916-01-01

Pettis Park Shade

New Smyrna Beach Parks & Recreation
Attn: David Ray
210 Sams Avenue
New Smyrna Beach, FL 32168
United States
Phone: (386) 424-2202
dray@cityofnsb.com

Ship to Zip 32168

Quantity	Part #	Description
		By Others • Tree Trimming • Survey / Site Plan for permitting • Tree Drip Line Survey • Anything not specifically mentioned on proposal **NOTE : If the two shades over the swings are not desired, please deduct approximately $20,000, and please ask for an updated quotation.** Time Frame : Approximately 150 days. Park will be closed for about a month
1	INSTALL	5-Star Plus - Temporary Construction Fencing
1	INSTALL	5-Star Plus - Arborist review of Trees - *(Approx 6 trees)*
1	INSTALL	GameTime - Misc Sitework, border moving, etc
1	Column	GT-Shade - GTShade Columns - Various Sizes (6)
1	Fabric	GT-Shade - Fabric Sail Shades - 4 Total
6	INSTALL	5-Star Plus - Sail Shade Column installation with Footers
4	INSTALL	5-Star Plus - Hanging Fabric Sails (return trip)- *with lift*
50	EWF-Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- *ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant - Blown in*
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings
1	Permits	5-Star Plus - Building Permits- *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted.* ***Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.***
1	INSTALL	5-Star Plus - Davis-Bacon Wage Rate Paperwork
1	Misc	5-Star Plus - Performance & Payment Bond

Sub Total	$96,532.00
Freight	$2,545.00
Total	$99,077.00

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

04/24/2025
Quote #
107916-01-01

Pettis Park Shade

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SHADE TERMS :

- Per FBC (or other wind codes) remove shades as recommended in high wind events.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 8 weeks after approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 5' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$99,077.00**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Troy Moody Park			
Type of Project/Service: Design and install playground equipment, surfacing and shade			
Address: 1053 20th Place			
Contracting Agency/Client: City of Vero Beach			
Contact Name and Phone #: Patty Howard - 772-978-4500			
Contact Email Address and Fax #: phoward@covb.org			
Contract Amount: 66,599.00	Start Date: 07/1/2020		End Date: 09/28/2020
Project #2:			
Project Name: Various Semiole County Public Schools			
Type of Project/Service: Design and install playground equipment, surfacing and shade and provide replacement parts			
Address: 400 East Lake Mary Boulevard			
Contracting Agency/Client: Semiole County Public Schools			
Contact Name and Phone #: Maureen Scanlam - 407-320-0192			
Contact Email Address and Fax #: scanlamz@scps.k12.fl.us			
Contract Amount: 1,400,000.00	Start Date: 2021		End Date: Present
Project #3:			
Project Name: Rose Place Park and Summer Lake Park			
Type of Project/Service: Design and install playground equipment, surfacing and shade			
Address: 4801 West Colonial Drive Orlando, FL 32808			
Contracting Agency/Client: Orange County Florida Parks & Recreation			
Contact Name and Phone #: Mike Statham 407-836-6261			
Contact Email Address and Fax #: michael.statham@ocfl.net			
Contract Amount: 545,000.00	Start Date: 10/2023		End Date: 01/2024

Project #4:				
Project Name: Hillsborough County Various Parks				
Type of Project/Service: Design and install playground equipment, surfacing and shade				
Address: 101119 Windhorst Road				
Contracting Agency/Client: Hillsborough County Flroida Parks & Recreation				
Contact Name and Phone #: Tamar Hayat 813-272-6336				
Contact Email Address and Fax #: hayatt@hillsboroughcounty.org				
Contract Amount: 1,213,059.00	Start Date: 06/2023		End Date: 11/2023	

Project #5:				
Project Name: Windy Hill Community Center				
Type of Project/Service: Design and install playground equipment, surfacing and shade				
Address: 1792 County Services Pkwy SW				
Contracting Agency/Client: Cobb County Parks & Recreatioin				
Contact Name and Phone #: Jody Bowman 470-786-0004				
Contact Email Address and Fax #: jody.bowman@cobbcounty.org				
Contract Amount: 440,000.00	Start Date: 08/2019		End Date: 11/2019	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Website: http://www.gametime.com/

A PLAYCORE Company

QUALIFICATION STATEMENT FOR FURNISHING PLAYGROUND AND ANCILLARY EQUIPMENT, SAFETY SURFACING, & INSTALLATION SERVICES

The GameTime Division of PlayCore Wisconsin, Inc., in collaboration with your local GameTime regional sales representative agency, seeks to prequalify, first as a manufacturer and vendor of park and playground equipment, and secondly as a first-tier subcontractor to furnish and install safety surfacing. Additionally, we are positioned to provide installation services through our network of factory-trained and certified installers. As this submittal attests, GameTime is fully qualified to provide the necessary equipment and services to fulfill the requirements of the most demanding project.

GameTime has been manufacturing commercial playground apparatus continuously since 1929. The GameTime Division is a vertically integrated company with extensive design, manufacturing, distribution, and installation capabilities. With 400,000 sq. ft. under the roof of an 81-acre facility devoted solely to the manufacture of playground equipment, GameTime is well equipped to handle orders of any size. Seasonal weekly production can exceed $5,000,000. Daily inventory often exceeds $6,000,000. GameTime does all metal fabrication, rotationally molded plastic, PVC coating, and powder coating "in-house." Once an order is entered, GameTime delivers equipment to its customers within 21 to 30 days.

GameTime currently employs 434 people to design and manufacture commercial playground and recreation equipment. The staff includes five industrial designers, four product managers, three structural engineers, a landscape architect, and eight CAD operators in the product development, design, and processing groups. The GameTime office staff total 112. Additionally, several consultants collaborate in key areas. GameTime products are distributed in the United States by a network of 13 domestic independent sales organizations employing 130 sales and 98 support personnel. Seventeen international distributors market GameTime products worldwide.

GameTime conducts "GT College" annually and holds seminars throughout the year to disseminate the latest in product improvements and new design directions, computer technology, safety compliance, risk management, installation techniques, ADA requirements, and related topics. Staff members are CPSI-certified playground safety inspectors. GameTime provides local on-site playground design services utilizing laptop computers with exclusive GTCAD programing; furnishes CPSI safety audits; equipment selection consultations; safety surfacing materials; and installation by "factory-certified" installers for complete "turnkey" packages. On average, GameTime sales agencies have been serving customers for 32 years.

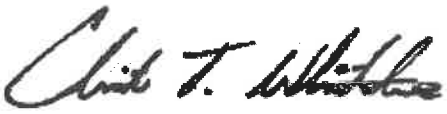
Originally founded in Michigan, GameTime division headquarters and manufacturing relocated to Fort Payne, Alabama U.S.A. in 1979. In March of 1997, PlayCore Wisconsin, Inc., a wholly owned subsidiary of PlayCore, Inc. (AMEX: PCO), acquired GameTime, Inc. Chartwell Investments acquired all issued and outstanding shares of PlayCore stock in April 2000, and the company became privately held. Irving Place Capital (formerly Bear Stearns Merchant Banking), together with the company management, purchased PlayCore in February 2007. On May 30, 2014, PlayCore was acquired by Sentinel Capital Partners, a New York middle-market private equity firm which subsequently sold the company to Court Square Capital Partners https://www.courtsquare.com/. PlayCore product sales for 2025 are expected to exceed $1,000,000,000.

PlayCore is a leading designer, manufacturer, and marketer of a broad range of commercial playground and park equipment, safety surfacing, site amenities, fitness, and related products. PlayCore currently operates in seven distribution locations, four core manufacturing facilities; and ten specialized manufacturing sites. The PlayCore Federal Identification Number is 39-1720480; the DUNS Number is 006639710; and the CAGE Code is 84308.

We submit this as verification that GameTime is financially sound, experienced, and well positioned to provide a full-solution, total turnkey package for playground equipment and related services from design to final inspection. As a privately held company, Court Square Capital Partners refrains from the distribution of financial data on segments of its investment portfolio that may be subject to public disclosure. Should further financial particulars on PlayCore be necessary, kindly contact Scott Hardin, Vice President of Finance and Accounting, 423/648-5890, scott.hardin@playcore.com.

We certify the information submitted herein is true and correct.

GAMETIME
Clint Whiteside



Director of Sales Administration

April 25, 2025

The City of New Smyrna Beach

RFP 13-25-CIP

Letter of No Exceptions

We have no exceptions in RFP 13-25-CIP – Design Build Shade Structure For Pettis Park

Thank you,

Rob Dominica
President/drp
Gametime

City of New Smyrna Beach

RFP 13-25-CIP: Design Build Sail Shade Structure for Pettis Park

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
N/A		

Rob Dominica
Print Name

President/drp
Signature/Title)

Playcore Wisconsin, Inc. dba Gametime
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture ✓ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 39-1720480

VENDOR INFORMATION

BID #:	13-25-CIP
BID TITLE:	Design Build Sail Shade Structure for Pettis Park

Respondent Information	
Company Name: Playcore Wisconsin, Inc. dba Gametime	Federal Employer Identification Number or SS Number: 39-1720480 DUN Number: 006639710
Mailing Address: 150 Playcore Drive SE	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Ft Payne, AL 35968	Incorporated in the State of: Florida
Corporate Address: 150 Playcore Drive SE	What kind of business: ("For Profit") or "Not for Profit"
	Is Firm in good standing: (Yes) or No
City, State, Zip Code: Ft Payne, AL 35968	Authorized to transact business in Florida: (Yes) or No
Telephone No.: 407-331-0101	State of Florida Department of State Certificate of Authority Document No: F07000002689
Email Address: Robd@gametime.com	
If remittance address is different from the mailing address so indicate below. P.O. Box 680121 Ft Payne, AL 35968	

List Principals (Print):

President: Roger Poscki — Vice President: Richard Ruegger

Secretary: Jim Underwood — Treasurer: Mark Burgess

Other: _____ — Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature — Rob Dominica (Printed Name)

Title: President/drp — Date: 04/25/0225

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: ✓

DATE: 04/25/2025

VENDOR NAME: Playcore Wisconsin, Inc.

VENDOR DBA: DBA Gametime

PRODUCT/SERVICE PROVIDED: Design and install playground equipment, surfacing and shade

DEPARTMENT:

PREPARED BY: Rob Dominica

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
150 Playcore Drive SE	P.O. Box 680121	150 Playcore Drive SE
ADDRESS	ADDRESS	ADDRESS
Ft Payne, AL	Ft Payne, AL	Ft Payne, AL
CITY/STATE	CITY/STATE	CITY/STATE
35968	35968	35968
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Rob Dominica

E-MAIL: robd@gametime.com

OFFICE PHONE: 407-331-0101

FAX: 407-331-4720

MOBILE PHONE:

FEDERAL TAX ID#: 39-1720480

DUNS Number: 006639710

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PlayCore Wisconsin, Inc.

2 Business name/disregarded entity name, if different from above.

DBA GameTime

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **N/A**

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

150 PlayCore Drive S.E.

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Payne, AL 35967

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	9	–	1	7	2	0	4	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **January 6, 2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Rob Dominica

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President/drp

OFFICER TITLE

04/25/2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

President/drp
Authorized Signature and Title

Date: 04/25/2025

Rob Dominica - President/drp
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 13-25-CIP described as:

_____.

Playcore Wisconsin, Inc. dba Gametime	04/25/2025
Firm	Date
President/drp	Rob Dominica - President/drp
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 04/25/2025

Authorized Signature

Rob Dominica - President/drp

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Rob Dominica - President/drp
(Print Individual's Name and Title)
for Playcore Wisconsin, Inc. dba Gametime
(Print Name of Entity Submitting Sworn Statement)
whose business is 150 Playcore Drive SE Ft Payne, AL 35968

and (if applicable) its Federal Employer Identification Number (FEIN) is 39-1720480

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 25th day of April, 2025.

Personally known ✓

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 07/26/2025

NOTARY PUBLIC STATE OF FLORIDA
COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget Notary Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Seminole

Rob Dominica, being first duly sworn, deposes and says that:

He/she is President of drp a RA of Playcore Wisconsin, Inc. dba Gametime, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

President/drp

Title

Subscribed and sworn to before me this 25th day of April, 2025.

Courtney L Crawford - Florida Notary

Title

My Commission Expires: 07/26/2025

COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru BudgetNotary Services

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Playcore Wisconsin, Inc. dba Gametime

Consultant E-Verify Registration Number: 131211

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Rob Dominica

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

25th Day of April, 20 25. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: 07/26/2025

COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget Notary Services

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Playcore Wisconsin, Inc. dba Gametime

Authorized Signature: _____ Date: 04/25/2025

Printed Name: Rob Dominica

Title: President/drp

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of April, 2025, by Rob Dominica, as President of drp a RA of Playcore Wisconsin, Inc. dba Gametime on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 07/26/2025

COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru BudgetNotary Services

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Rob Dominica

who was duly sworn, deposes, and states:

1. I am the President of drp registered agent of Playcore Wisconsin, Inc. dba Gametime with a local office in Longwood, FL (City & State) and principal office in Ft Payne, AL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Rob Dominica
Typed Name

Signed

President/drp
Title

04/25/2025
Dated

Sworn to and subscribed before me this 25th day of April 2025.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Seminole

Courtney L Crawford
Printed, typed, or stamped commissioned name of notary public

My commission expires: 07/26/2025

COURTNEY L. CRAWFORD
Commission # HH 158051
Expires July 26, 2025
Bonded Thru Budget Notary Services

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	150 Playcore Drive SE Ft Payne, AL 35968	
Federal I.D. Number	39-1720480	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Playcore Wisconsin, Inc. dba Gametime

Mailing Address: 150 Playcore Drive SE Ft Payne, AL 35968

Telephone Number: 407-331-0101 Fax Number: 407-331-4720 E-mail Address: robd@gametime.com

	Rob Dominica	39-1720480
Authorized Signature	Printed Name	FEIN
President/drp	04/25/2025	
Title	Date	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Playcore Wisconsin, Inc. dba Gametime

FEIN: 39-1720480

Authorized Representative Name and Title: Rob Dominica - President/drp

Address: 150 Playcore Drive SE

City: Ft Payne State: AL Zip: 35968

Phone Number: 407-331-0101 Email Address: robd@gametime.com

Certified By: Rob Dominica President/drp,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

President/drp
Authorized Signature and Title

Date: 04/25/2025

Rob Dominica - President/drp
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

ADDENDUM 1
RFP 13-25-CIP, DESIGN BUILD SAIL SHADE STRUCTURE FOR PETTIS PARK
April 21, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park,** issued March 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment: Pre-bid Sign in Sheet
Pre-bid agenda
Pre-bid CDBG Requirements

Questions/Answers:

1. **Question:** Is there an estimated project value??

   Answer: The city recommends bidding based on the proposed scope of work.

2. **Question:** Is there an estimated mobilization or completion date?

   Answer: As this project is a design-build project, the construction mobilization date would be relative to the completion of the design by the contractor. The city requests that the project be substantially completed by 9/1/2025 to meet grant requirements.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Rob Dominica Proposer Signature: _____

Playcore Wisconsin, Inc. dba Gametime

Firm Name (Please Print)

RFP 13-25-CIP: Design Build Sail Shade Structure for Pettis Park

Prebid/Site Visit: April 7, 2025 @ 11:00 A.M.

800 Mary Avenue, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Olivia Thomas, CIP & Grants Coordinator, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2616 othomas@cityofnsb.com
Jesse Kobe, Capital Projects Director, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2613 jkobe@cityofnsb.com
David Ray, Director, Maintenance Operations, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2202 dray@cityofnsb.com
Robert Salazar, Director, Leisure Services, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2891 rsalazar@cityofnsb.com
Alexandra Gallon, CDBG, Project Coordinator, Volusia County	121 W. Rich Avenue, Deland, Florida 32720	386-736-5955 CDBG@volusia.org
Eva Colee, CDBG, Project Coordinator, Volusia County	121 W. Rich Avenue, Deland, Florida 32720	CDBG@volusia.org

Please Print

RFP 13-25-CIP: Design Build Sail Shade Structure for Pettis Park

Prebid/Site Visit: April 7, 2025 @ 11:00 A.M.

800 Mary Avenue, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Steve Larson GameTime	Longwood FL	~~steve~~ steve1@gametime-com 904-325-4349
Jimmy GANDY PLAYWORX PLAYSETS	ORMOND BEACH, FL	386-290-4043 JIMMY@PLAYWORX.COM
Larry Kline Complete Con.	St. Cloud, FL 1031 Exchange Place Suite 109	407-908-2034 larry@ccservicepros.com
Debbie Lloyd Top Line Recreation	Deltona, FL.	407-579-1410 debbie@toplinerec.com
Kevin Brierley Florida Shade Co.	Sanford	407-790-9392 Docksidepools@aol.com
Kristin Lubby KORKAT	Kissimmee Florida	407-747-1669 KristinL@Korkat.com
Sally-Ann Ball Advanced Recreational Concepts	3127 Skyway Circle #101 Melbourne FL 32934.	407 7301572 SBall@Arcflorida.com.
Sandra Schneider Jammin Playgrounds	4417 13th St. #143 St. Cloud, FL 34769	321-624-8876 sandra@jammplay.com
Mackenzie Garmany Jammin Playgrounds	↗	admin@jammplay.com
Josh Mesmer Playmore West Inc		josh.m@playmoreonline.com

Please Print

BID BOND

Bond No. 35413-BER-25-35

CONTRACTOR:
(Name, legal status and address)
PlayCore Wisconsin, Inc. dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Inc: Delaware

OWNER:
(Name, legal status and address)
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

BOND AMOUNT: **Five Percent of Amount Bid (5%)**

PROJECT: Design Build Sail Shade Structure for Pettis Park
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of April 2025.

Maria Townson
(Witness) Maria Townson, Risk Management

PlayCore Wisconsin, Inc. dba GameTime
(Principal) (Seal)
By
(Title) Brenda Grant, General Counsel

Olivia Spaeth
(Witness) Olivia Spaeth

Berkley Insurance Company
(Surety) (Seal)
By
(Title) Joanne Chmielewski, Attorney-in-fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

No. BI-327e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***John B. O'Keefe; Joanne Czlapinski; Olivia Spada; or Rebecca E. Johnson of Marsh USA LLC of Hartford, CT*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 25th day of April, 2025.

_____
Vincent P. Forte

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: Design Build Sail Shade Structure for Pettis

Park Project ID: RFP 13-25-CIP

Company Name: Playcore Wisconsin, Inc. dba Gametime

Print Authorized Officer Name & Title: Rob Dominica - President/drp

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Trench Safety	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓
Bid Bond, No Less than 5% of the bid price/sum	✓
Signed Bid Form	✓

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: Design Build Sail Shade Structure For Pettis Park
Agency Name: Playcore Wisconsin, Inc. dba Gametime
Contact person: Rob Dominica Title: President/drp
Address of business: 150 Playcore Dr SE Ft Payne, AL 35968
Telephone number: 407-331-0101 Fax number: 407-331-4720
E-mail address: rodb@gametime.com
Federal Employer Identification Number/SSN: 39-1720480

1. Type of business:
(Check one) ■ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ■ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

■ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: Rob Dominica
Signature: 
Date: 04/25/2025
Title: President/drp

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

City of New Smyrna Beach

Supplemental Conditions and CDBG Required Forms

Title of Project Name: **Design Build Sail Shade Structure for Pettis Park**

Project ID: **RFP 13-25-CIP**

The below CDBG forms are provided in the Attachment Section of the above-mentioned Request for Proposal (RFP) Solicitation document.

If chosen as the contractor, you hereby acknowledge, the following items are required to be submitted to the City of New Smyrna Beach at or before the preconstruction meeting by the Prime Contractor and Subcontractors:

A. Minority and Women Business Reporting Form
B. Section 3 Business Concern Certification
C. Section 3 Project Workforce
D. Section 3 Certification

Proposers are encouraged to review all supplemental conditions for federally assisted projects under the attachments category.

Company Name: Playcore Wisconsin, Inc. dba Gametime

Print Authorized Officer Name & Title: Rob Dominica - President/drp

Signature Authorized Officer:

Date: 04/24/2025

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

X.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

XI. Required Responses

XI.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm

*Response required

XI.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XI.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

XI.D Professional License *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

XI.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☑ Please confirm
*Response required

XI.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than five (5) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of five (5) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Monday, April 28, 2025. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

XI.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within **14 working days**after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

XI.H Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

XI.I Conflict of Interest Disclosure*

PROJECT NUMBER: 13-25-CIP - Design Build Sail Shade Structure for Pettis Park

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

XI.J Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary

*Response required

XI.K Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications

*Response required

XI.L Project Approach & Management*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

XI.M Proposed Design and Configuration *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Proposed Design and Configuration

*Response required

XI.N Deliverable Timeline *

Upload documents to include a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

*Response required

XI.O Warranty

Upload documents pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

XI.P Fee Proposal*

Upload a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

*Response required

XI.Q References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

XI.R Financial Stability *

Upload a statement certifying that your firm is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach.

Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five

Information shall be uploaded one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

XI.S Sunbiz and Sams.Gov*

Upload evidence of an active status on Sunbiz and unique identifier information for Sams.Gov

*Response required

XI.T City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF a completed document packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement
City of NSB Form: References
City of NSB Form: List of Subcontractors
City of NSB Form: Signed Addendums (if applicable)
Copy of Sunbiz Registration with Active Status
Copy of Sam's Gov Registration listing Unique Identifier Number
Copy of Bid, No less than 5% of the Bid

*Response required

XI.U Acknowledgment of Required CDBG Documents*

Upload completed Acknowledgement form of required CDBG forms

☐ Please confirm

*Response required

XI.V Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, **including cover page**, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-23-24

CONTACT NAME: Justin Llizo
PHONE (A/C, No, Ext): (202) 258-5895 **FAX (A/C, No):**
E-MAIL ADDRESS: Justin.Llizo@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Continental Casualty Company	20443
INSURER C : American Casualty Company Of Reading, Pa	20427
INSURER D : Transportation Insurance Co	20494
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER F : The Continental Insurance Company	35289

INSURED
GameTime
A Division of PlayCore WI, Inc.
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES **CERTIFICATE NUMBER:** ATL-004720415-41 **REVISION NUMBER:** 16

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			MKLV2PBC002287	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ $ $ $ $ $ $	2,000,000 100,000 10,000 2,000,000 4,000,000 4,000,000 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ $ $ $ $	1,000,000
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			7039984806 RETENTION Umb Catastrophe $25,000	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE	$ $ $	10,000,000 10,000,000
C C D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 7 39895530 WC 7 39895544 WC 7 39918871 WC 7 39929062	08/01/2024 08/01/2024 08/01/2024 08/01/2024	08/01/2025 08/01/2025 08/01/2025 08/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Excess Umbrella			84772119	08/01/2024	08/01/2025	Each Occurrence Aggregate		15,000,000 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information Only

CERTIFICATE HOLDER

GameTime
A Division of PlayCore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, AL 35967

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

John Whittle

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AGENCY CUSTOMER ID: CN102326389
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
Policy Number: WC 7039918885
Dates: 08/01/2024 - 08/01/2025

WC 7 39895530 - AL,CO,FL,GA,ID,IL,IN,KS,KY,MA,ME,MD,MI,MN,MO,MT,NV,NY,NC,OK,PA,SC,TN,TX,UT,VA
WC 7 39895544 - CA
WC 7 39918671 - AZ, OR, WI
WC 7039918885- OH, ND, WY, WA

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PlayCore Wisconsin, Inc.
RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between PlayCore Wisconsin, Inc. (dba Game Time), duly authorized to conduct business in the State of Florida and whose address is 150 Playcore Drive, SE, Ft Payne, Alabama 35968, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement is six months (6) months from the date of the award.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFP 13-25-CIP, Design Build Sail Shade Structure for Pettis Park,** and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid including addendums
B. Awarded Bid Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Rob Dominica, President
PlayCore Wisconsin, Inc., dba: Game Time
150 Playcore Drive SE
Ft. Payne, Alabama, 35968
(407) 331-0101

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	**PlayCore Wisconsin, Inc., dba: Game Time**
_____	_____
Authorized Signature	*Authorized Signature*
Name and Title:	Name and Title: Rob Dominica, President
Address:	Address: 150 Playcore Drive SE Ft. Payne, Alabama, 35968
_____	_____
Date	*Date* 05/13/2025

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Date: _____

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

04/24/2025
Quote #
107916-01-01

Pettis Park Shade

New Smyrna Beach Parks & Recreation
Attn: David Ray
210 Sams Avenue
New Smyrna Beach, FL 32168
United States
Phone: (386) 424-2202
dray@cityofnsb.com

Ship to Zip 32168

Quantity	Part #	Description
		By Others • Tree Trimming • Survey / Site Plan for permitting • Tree Drip Line Survey • Anything not specifically mentioned on proposal **NOTE : If the two shades over the swings are not desired, please deduct approximately $20,000, and please ask for an updated quotation.** Time Frame : Approximately 150 days. Park will be closed for about a month
1	INSTALL	5-Star Plus - Temporary Construction Fencing
1	INSTALL	5-Star Plus - Arborist review of Trees - *(Approx 6 trees)*
1	INSTALL	GameTime - Misc Sitework, border moving, etc
1	Column	GT-Shade - GTShade Columns - Various Sizes (6)
1	Fabric	GT-Shade - Fabric Sail Shades - 4 Total
6	INSTALL	5-Star Plus - Sail Shade Column installation with Footers
4	INSTALL	5-Star Plus - Hanging Fabric Sails (return trip)- *with lift*
50	EWF-Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- *ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant - Blown in*
1	Sealed	5-Star Plus - Signed/Sealed FBC 2023 8th Edition Building Code Drawings
1	Permits	5-Star Plus - Building Permits- *Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted.* ***Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.***
1	INSTALL	5-Star Plus - Davis-Bacon Wage Rate Paperwork
1	Misc	5-Star Plus - Performance & Payment Bond
		Sub Total $96,532.00
		Freight $2,545.00
		Total $99,077.00

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

04/24/2025
Quote #
107916-01-01

Pettis Park Shade

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

SHADE TERMS :

- Per FBC (or other wind codes) remove shades as recommended in high wind events.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 8 weeks after approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 5' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$99,077.00**

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF THE PURCHASE, DELIVERY, AND INSTALLATION OF A PREFABRICATED RESTROOM FACILITY FROM CXT THROUGH SOURCEWELL CONTRACT 081721-CXT

May 27, 2025

Background:

In May 2023, the City approved Mead & Hunt to design a six court pickleball facility off Paige Avenue. In Oct. 2024, additional funding was allocated in the FY 25/26 budget, allowing the following items to be added to the project scope: facility lighting, restroom building and utilities, electrical work, a shade structure, and a septic/sewer system. Although the original design was complete, a change order was issued to Mead & Hunt in Nov 2024 to design the newly scoped items. On March 25,2025 the construction contract was awarded to All State Civil. The purchase of the restroom facility is utilizing a Sourcewell Contract, and the install service is an added service that the vendor provides outside the Sourcewell contract, which has been included in the quote.

Fiscal Analysis:

Cost $110,374.30 Funding Source Park Impact Fees. If approved, a budget amendment will be forthcoming.
Sourcewell Contract: 081721-CXT

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

Sourcewell Proof of Advertising Bid.pdf
Sourcewell contract with original bid document.pdf
Sourcewell Tabulation and CXT Price Information.pdf
NSB CXT CZ Quote.pdf
Prefabricated Restroom Facility.png

The New York State Contract Reporter
NYSCR.ny.gov
NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Monday, 06/28/2021

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Restroom and Shower Facility Solutions
Agency: Sourcewell
Division: Procurement Department
Contract Number: 081721
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 06/29/2021
Due Date/Time: 08/17/2021 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Construction Vertical: Building Construction; Rehabilitation & New Construction - ***Commodities***
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Restroom and Shower Facility Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

MAKE IT OFFICIAL DJC PUBLIC NOTICE

DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
RESTROOM AND SHOWER FACILITY SOLUTIONS
Sourcewell; Bid Location Staples, MN, Todd County; Due 08/17/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

6/30/2021

SOURCEWELL
RESTROOM AND SHOWER FACILITY SOLUTIONS
Proposals due 4:30 pm, August 17, 2021
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Jun. 30, 2021. 12014692

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **30th** DAY OF **June, 2021**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12014692
Client Reference No:

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	89111	Print Legal Ad - IPL0029925		$126.85	1	1.77

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Restroom and Shower Facility Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0029925
Jun 29 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1
Beginning Issue of: 06/29/2021
Ending Issue of: 06/29/2021

Tara Pennington

Sworn to and subscribed before me this 1st day of July in the year of 2021

Notary Public in and for the state of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131768951
Expires October 23, 2022

Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Restroom and Shower Facility Solutions** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-0000647487-01

STATE OF OKLAHOMA, } SS.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

SOURCEWELL
103734

AdNumber	Publication	Page	Date
0000647487-01	OC- The Oklahoman	B11	06/29/2021
0000647487-01	OC- The Oklahoman	B9	07/06/2021

Agent: Bryan Miller Date: 07/06/2021

Subscribed and sworn to be me before this date : 07/06/2021

Notary: Terri Roberts Date: 07/06/2021

TERRI ROBERTS NOTARY # 20014726 EXP. 12/04/24 PUBLIC STATE OF OKLAHOMA

FOR THE RECORD

All times ET

NBA

Playoffs
CONFERENCE FINALS
(Best-of-7; x-if necessary)
Eastern Conference
Milwaukee 2, Atlanta 1
June 23: Atlanta 116, Milwaukee 113
June 25: Milwaukee 125, Atlanta 91
Sunday: Milwaukee 113, Atlanta 102
Tuesday: Milwaukee at Atlanta, 8:30 p.m.
Thursday: Atlanta at Milwaukee, 8:30 p.m.
x-Saturday: Milwaukee at Atlanta, 8:30 p.m.
x-July 5: Atlanta at Milwaukee, 8:30 p.m.
Western Conference
Phoenix 3, L.A. Clippers 1
June 20: Phoenix 120, L.A. Clippers 114
June 22: Phoenix 104, L.A. Clippers 103
June 24: L.A. Clippers 106, Phoenix 92
June 26: Phoenix 84, L.A. Clippers 80
Monday: L.A. Clippers at Phoenix
x-June 30: Phoenix at L.A. Clippers, 9 p.m.
x-July 2: L.A. Clippers at Phoenix, 9 p.m.

NHL

Stanley Cup Playoff
FINALS
(Best-of-7; x-if necessary)
Tampa Bay vs. Montreal
Monday: Montreal at Tampa Bay
Wednesday: Montreal at Tampa Bay, 8 p.m.
Friday: Tampa Bay at Montreal, 8 p.m.
July 5: Tampa Bay at Montreal, 8 p.m.
x-July 7: Montreal at Tampa Bay, TBA
x-July 9: Tampa Bay at Montreal, TBA
x-July 11: Montreal at Tampa Bay, TBA

MLB

AMERICAN LEAGUE
East Division

	W	L	Pct	GB
Boston	47	31	.603	–
Tampa Bay	47	32	.595	½
Toronto	40	36	.526	6
New York	40	37	.519	6½
Baltimore	24	54	.308	23

Central Division

	W	L	Pct	GB
Chicago	45	32	.584	–
Cleveland	41	33	.554	2½
Detroit	34	44	.436	11½
Kansas City	33	43	.434	11½
Minnesota	33	43	.434	11½

West Division

	W	L	Pct	GB
Houston	48	30	.615	–
Oakland	47	33	.588	2
Seattle	41	38	.519	7½
Los Angeles	37	40	.481	10½
Texas	30	48	.385	18

Sunday's Games
Boston 9, N.Y. Yankees 2
Toronto 5, Baltimore 2
L.A. Angels 6, Tampa Bay 4
Detroit 2, Houston 1, 10 innings
Minnesota 8, Cleveland 2
Texas 4, Kansas City 1
Seattle 3, Chicago White Sox 2, 1st game
Oakland 6, San Francisco 2
Chicago White Sox 7, Seattle 5, 7 innings, 2nd
Monday's Games
L.A. Angels at N.Y. Yankees
Detroit at Cleveland
Kansas City at Boston
Baltimore at Houston
Minnesota at Chicago White Sox
Tuesday's Games
L.A. Angels (Heaney 4-5) at N.Y. Yankees (Taillon 2-4), 7:05 p.m.
Tampa Bay (Hill 6-2) at Washington (Ross 4-7), 7:05 p.m.
Seattle (Flexen 6-3) at Toronto (Ray 5-3), 7:07
Detroit (Ureña 2-8) at Cleveland (Mejía 1-2), 7:10 p.m.
Kansas City (Keller 6-8) at Boston (Pivetta 6-3), 7:10 p.m.
Baltimore at Houston (Urquidy 6-3), 8:10 p.m.
Minnesota (Ober 0-0) at Chicago White Sox (Cease 6-3), 8:10 p.m.
Texas (Foltynewicz 1-7) at Oakland (Kaprielian 4-1), 9:40 p.m.
Wednesday's Games
Tampa Bay at Washington, 4:05 p.m.
L.A. Angels at N.Y. Yankees, 7:05 p.m.
Seattle at Toronto, 7:07 p.m.
Detroit at Cleveland, 7:10 p.m.
Kansas City at Boston, 7:10 p.m.
Baltimore at Houston, 8:10 p.m.
Minnesota at Chicago White Sox, 8:10 p.m.
Texas at Oakland, 9:40 p.m.

NATIONAL LEAGUE
East Division

	W	L	Pct	GB
New York	40	33	.548	–
Washington	37	38	.493	4
Atlanta	37	40	.481	5
Philadelphia	36	39	.480	5
Miami	33	44	.429	9

Central Division

	W	L	Pct	GB
Milwaukee	45	33	.577	–
Chicago	42	36	.538	3
Cincinnati	38	38	.500	6
St. Louis	37	41	.474	8
Pittsburgh	29	47	.382	15

West Division

	W	L	Pct	GB
San Francisco	50	27	.649	–
Los Angeles	47	31	.603	3½
San Diego	47	33	.588	4½
Colorado	31	47	.397	19½
Arizona	22	57	.278	29

Sunday's Games
Washington 5, Miami 1
Atlanta 4, Cincinnati 0
Philadelphia 4, N.Y. Mets 2
Pittsburgh 7, St. Louis 2
Milwaukee 5, Colorado 0
Oakland 6, San Francisco 2
San Diego 5, Arizona 4
L.A. Dodgers 7, Chicago Cubs 1
Monday's Games
Pittsburgh at Colorado
Philadelphia at Cincinnati
N.Y. Mets at Washington
Chicago Cubs at Milwaukee
Arizona at St. Louis
San Francisco at L.A. Dodgers
Tuesday's Games
Miami (Rogers 7-4) at Philadelphia (Velasquez 2-2), 7:05 p.m.
Tampa Bay (Hill 6-2) at Washington (Ross 4-7), 7:05 p.m.
San Diego (Snell 3-3) at Cincinnati (Santillan 1-1), 7:10 p.m.
N.Y. Mets (Megill 0-0) at Atlanta (Morton 7-3), 7:20 p.m.
Chicago Cubs (Davies 5-4) at Milwaukee (Woodruff 6-3), 8:10 p.m.
Arizona (Smith 2-3) at St. Louis (Martínez 3-9), 8:15 p.m.
Pittsburgh (De Jong 0-2) at Colorado (Márquez 6-6), 8:40 p.m.
San Francisco (Gausman 8-1) at L.A. Dodgers (Buehler 7-1), 10:10 p.m.
Wednesday's Games
Arizona at St. Louis, 1:15 p.m.
Chicago Cubs at Milwaukee, 2:10 p.m.
Pittsburgh at Colorado, 3:10 p.m.
Tampa Bay at Washington, 4:05 p.m.
Miami at Philadelphia, 7:05 p.m.
San Diego at Cincinnati, 7:10 p.m.
N.Y. Mets at Atlanta, 7:20 p.m.

WNBA

EASTERN

	W	L	Pct	GB
Connecticut	10	5	.667	–
Chicago	9	8	.529	2
New York	8	8	.500	2½
Washington	7	8	.467	3
Atlanta	5	9	.357	4½
Indiana	1	15	.063	9½

WESTERN

	W	L	Pct	GB
Seattle	12	4	.750	–
Las Vegas	11	4	.733	½
Dallas	8	8	.500	4
Phoenix	7	7	.500	4
Minnesota	7	7	.500	4
Los Angeles	6	8	.429	5

Sunday's Games
Connecticut 74, Chicago 58
Las Vegas 95, Seattle 92, OT
Phoenix 88, Los Angeles 79
Tuesday's Games
Connecticut at Washington, 7 p.m.
New York at Atlanta, 7 p.m.
Wednesday's Games
Chicago at Dallas, 8 p.m.
Minnesota at Phoenix, 10 p.m.
Las Vegas at Los Angeles, 10:30 p.m.
Thursday's Game
Connecticut at Indiana, 7 p.m.

SOCCER

MLS
EASTERN

	W	L	T	Pts	GF	GA
New England	7	2	2	23	18	13
Orlando City	6	1	3	21	18	7
Philadelphia	5	2	4	19	15	10
N.Y. City FC	5	3	2	17	18	11
Columbus	4	3	3	15	9	7
Nashville	3	1	6	15	13	11
New York	4	5	1	13	14	13
D.C. United	4	6	1	13	10	13
CF Montréal	3	3	4	13	11	10
Atlanta	2	2	6	12	11	10
Cincinnati	3	5	1	10	9	17
Inter Miami CF	2	6	2	8	9	16
Toronto FC	1	7	2	5	12	20
Chicago	1	7	2	5	7	17

WESTERN

	W	L	T	Pts	GF	GA
Seattle	7	0	4	25	20	7
Sporting KC	7	3	2	23	22	15
LA Galaxy	7	3	0	21	17	15
Colorado	5	3	1	16	15	11
Minnesota United	4	4	2	14	10	12
Houston	3	3	5	14	15	16
Portland	4	5	1	13	13	15
Real Salt Lake	3	2	4	13	14	11
Los Angeles FC	3	4	3	12	12	12
San Jose	3	7	1	10	12	20
FC Dallas	2	4	4	10	11	15
Austin FC	2	5	4	10	6	11
Vancouver	2	6	2	8	10	16

NOTE: Three points for win, one point for tie.
Sunday's Games
New York 0, Atlanta 0, tie
New York City FC 2, D.C. United 1
Columbus 0, Austin FC 0, tie
FC Dallas 2, New England 1
Thursday's Game
Portland at Austin FC, 9:30 p.m.

NWSL

	W	L	T	Pts	GF	GA
Orlando	4	1	3	15	12	8
North Carolina	4	2	1	13	12	4
Portland	4	3	0	12	12	6
Washington	3	1	3	12	8	7
Gotham FC	3	1	2	11	6	2
Louisville	3	3	1	10	6	10
Houston	3	3	1	10	8	8
Chicago	2	4	2	8	5	13
Reign FC	2	4	1	7	5	8
Kansas City	0	6	2	2	4	12

European Championship
SECOND ROUND
Saturday, June 26
At Amsterdam
Denmark 4,Wales 0
At London
Italy 2, Austria 1, ET
Sunday, June 27
At Budapest, Hungary
Netherlands 0, Czech Republic 2
At Seville, Spain
Belgium 1, Portugal 0
Monday's Games
At Copenhagen
Croatia 3, Spain 5
At Bucharest, Romania
France 3, Switzerland 3, Switzerland wins 5-4 on penalty kicks
Tuesday's Games
At London
England vs. Germany, noon
At Glasgow, Scotland
Sweden vs. Ukraine, 3 p.m.

TENNIS

Wimbledon
All England Lawn Tennis and Croquet Club, London
Surface: Grass
Men's Singles - First Round
Novak Djokovic (1), Serbia, def. Jack Draper, Britain, 4-6, 6-1, 6-2, 6-2; Frances Tiafoe, United States, def. Stefanos Tsitsipas (3), Greece, 6-4, 6-4, 6-3; Jiri Vesely, Czech Republic, def. Yannick Hanfmann, Germany, 6-1, 7-5, 7-6 (5); Miomir Kecmanovic, Serbia, def. Facundo Bagnis, Argentina, 6-4, 3-6, 6-3, 7-6 (1); Kevin Anderson, South Africa, def. Marcelo Tomas Barrios Vera, Chile, 6-7 (4), 6-4, 6-4, 7-6 (4); Roberto Bautista Agut (8), Spain, def. John Millman, Australia, 6-2, 3-6, 6-3, 7-6 (4); Andreas Seppi, Italy, def. Joao Sousa, Portugal, 4-6, 6-4, 7-5, 6-2; Marton Fucsovics, Hungary, def. Jannik Sinner (19), Italy, 5-7, 6-3, 7-5, 6-3; Andrey Rublev (5), Russia, def. Federico Delbonis, Argentina, 4-6, 6-4, 6-1, 6-2; Denis Kudla, United States, def. Alejandro Davidovich Fokina (30), Spain, 5-7, 4-6, 7-6 (4), 6-3, 6-3; Dominik Koepfer, Germany, def. Reilly Opelka (27), United States, 6-4, 7-6 (3), 6-2; Karen Khachanov (25), Russia, def. Mackenzie McDonald, United States, 3-6, 6-3, 6-4, 7-6 (3); Vasek Pospisil, Canada, def. Roberto Carballes Baena, Spain, 6-3, 6-3, 6-3; Liam Broady, Britain, def. Marco Cecchinato, Italy, 6-3, 6-4, 6-0; Pedro Martinez, Spain, def. Stefano Travaglia, Italy, 6-3, 2-6, 6-4, 6-4; Andy Murray, Britain, def. Nikoloz Basilashvili (24), Georgia, 6-4, 6-3, 5-7, 6-3.
Women's Singles - First Round
Aryna Sabalenka (2), Belarus, def. Monica Niculescu, Romania, 6-1, 6-4; Garbine Muguruza (11), Spain, def. Fiona Ferro, France, 6-0, 6-1; Lauren Davis, United States, def. Jodie Anna Burrage, Britain, 6-2, 6-1; Madison Keys (23), United States, def. Katie Swan, Britain, 6-3, 6-4; Ekaterina Alexandrova (32), Russia, def. Laura Siegemund, Germany, 6-1, 6-3; Lesley Pattinama Kerkhove, Netherlands, def. Svetlana Kuznetsova, Russia, 6-3, 6-3; Maria Camila Osorio Serrano, Colombia, def. Anna Kalinskaya, Russia, 1-6, 6-0, 6-4; Sloane Stephens, United States, def. Petra Kvitova (10), Czech Republic, 6-3, 6-4; Danielle Collins, United States, def. Polona Hercog, Slovenia, 4-6, 6-3, 6-2; Sofia Kenin (4), United States, def. Xinyu Wang, China, 6-4, 6-2; Katie Boulter, Britain, def. Danielle Lao, United States, 6-7 (6), 6-3, 6-4; Viktorija Golubic, Switzerland, def. Veronika Kudermetova (29), Russia, 3-6, 6-1, 11-9; Iga Swiatek (7), Poland, def. Hsieh Su-wei, Taiwan, 6-4, 6-4; Irina-Camelia Begu, Romania, def. Katie Volynets, United States, 6-4, 7-5; Elena Rybakina (18), Kazakhstan, def. Kristina Mladenovic, France, 6-4, 6-0; Kristie Ahn, United States, def. Heather Watson, Britain, 2-6, 7-6 (3), 8-6.

CYCLING

Tour de France
3rd Stage
A 182.9-kilometer (114-mile) ride from Lorient to Pontivy
1. Tim Merlier, Belgium, Alpecin-Fenix, 4h 1m 28s.
2. Jasper Philipsen, Belgium, Alpecin-Fenix, same time.
3. Nacer Bouhanni, France, Team Arkea-Samsic, same time.
4. Davide Ballerini, Italy, Deceuninck-QuickStep, same time.
5. Sonny Colbrelli, Italy, Bahrain Victorious, same time.
6. Julian Alaphilippe, France, Deceuninck-QuickStep, same time.
7. Mathieu van der Poel, Netherlands, Alpecin-Fenix, same time.
8. Cees Bol, Netherlands, Team DSM, same.
9. Anthony Turgis, France, TotalEnergies, same time.
10. Maximilian Walscheid, Germany, Qhubeka-NextHash, same time.
Also
105. Neilson Powless, United States, EF Education-Nippo, 1m 56s behind.
132. Brandon McNulty, United States, UAE Team Emirates, 2m 15s behind.
162. Sean Bennett, United States, Qhubeka-NextHash, 5m 1s behind.
164. Sepp Kuss, United States, Jumbo-Visma, 5m 1s behind.

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Sports Betting Line
MLB
Tuesday
National League

FAVORITE	LINE	UNDERDOG	LINE
Miami	-123	PHILADELPHIA	+108
San Diego	-159	CINCINNATI	+144
ATLANTA	-156	Mets	+141
MILWAUKEE	-195	Chicago Cubs	+175
ST. LOUIS	-153	Arizona	+143
COLORADO	-160	Pittsburgh	+150
DODGERS	-145	San Francisco	+135

American League

YANKEES	-153	Angels	+143
TORONTO	-176	Seattle	+158
BOSTON	-172	Kansas City	+157
CLEVELAND	-172	Detroit	+157
HOUSTON	-250	Baltimore	+185
CHI. WHITE SOX	-135	Minnesota	+120
OAKLAND	-176	Texas	+158

Interleague

Tampa Bay	-114	WASHINGTON	+104

NBA
Tuesday

FAVORITE	LINE	O/U	UNDERDOG
Milwaukee	-7	(219)	ATLANTA

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MLB POWER RANKINGS

	LW	Comments by staff reports
1. Houston Astros	1	Carlos Correa (.935 OPS) is having a heck of a contract year.
2. San Francisco Giants	2	Giants become the first team to reach 50 wins.
3. Tampa Bay Rays	4	The Wander Franco era has begun in St. Petersburg.
4. San Diego Padres	8	Tommy Pham is heating up, batting .317 with a .429 OBP since May 21.
5. Los Angeles Dodgers	3	Tough week ahead: Two vs. Giants, four vs. Nationals in Washington.
6. Boston Red Sox	6	Swept the Yankees twice in the month of June.
7. Chicago White Sox	5	Michael Kopech (1.72 ERA in 31.1 IP) nearing a return, having been out since late May.
8. Oakland Athletics	7	Tony Kemp (.401 OBP) getting chance to play every day at second base and left field.
9. Chicago Cubs	9	Lefty Rex Brothers (2.84 ERA in 29 games) has been a nice comeback story.
10. New York Mets	11	Jacob deGrom's worst start of 2021 (2 runs in 6 innings) ballooned his ERA to 0.69.
11. Milwaukee Brewers	12	Kolten Wong went 12-for-33 with three homers in first eight games after coming off IL.
12. Cleveland	10	MLB wins leader Aaron Civale (10-2) hits the injured list for at least a month.
13. Toronto Blue Jays	14	George Springer's return makes lineup even more fearsome.
14. New York Yankees	13	Before you freak out about Gleyber Torres, remember that he's just 24.
15. Cincinnati Reds	16	Luis Castillo (1.71 ERA in last five starts) back on track after bad rough patch.
16. Seattle Mariners	21	Promoted in early June, Shed Long had 11 RBI in his first 14 games.
17. Washington Nationals	19	Kyle Schwarber's historic hot streak may be distracting from this team's flaws.
18. Atlanta Braves	17	Mike Soroka can't catch a break and is done for 2021 after re-tearing Achilles.
19. Philadelphia Phillies	15	Hector Neris loses closer job while bullpen makeover continues to be a dud.
20. St. Louis Cardinals	20	Jack Flaherty last pitched on May 31 and the Cardinals lost 16 of 23 to start June.
21. Los Angeles Angels	18	Jared Walsh's splits are wild: 1.080 OPS vs. righties, .551 vs. lefties.
22. Miami Marlins	22	Pablo Lopez (2.87 ERA in 16 starts) proving that strong 2020 was no fluke.
23. Minnesota Twins	24	Will they trade Jose Berrios before the July 30 deadline?
24. Kansas City Royals	23	Nicky Lopez (.347 OBP, 7 SB) has done a nice job filling in for Adalberto Mondesi.
25. Detroit Tigers	25	Reminder that Casey Mize (2.77 ERA in last 10 starts) is eligible for Rookie of the Year.
26. Colorado Rockies	26	After missing three weeks, Jon Gray returns with 10 strikeouts in five scoreless innings.
27. Texas Rangers	27	Kyle Gibson (1.52 ERA in five June starts) keeps upping his trade value.
28. Pittsburgh Pirates	28	Bryan Reynolds (.366 BA, 6 HRs, 19 RBI in 22 games) tearing it up in June.
29. Baltimore Orioles	29	A year after cancer surgery, Trey Mancini set to appear in the Home Run Derby.
30. Arizona Diamondbacks	30	Team's 24-game road losing streak, an MLB record, mercifully comes to an end.

SUNDAY GOLF

PGA Tour Travelers Championship
TPC River Highlands, Cromwell, Conn.
Yardage: 6,841; Par: 70
Purse: $7.4 Million
Final Round
x-won on the eighth playoff hole
x-Harris English (500), $1,332,000 ... 67-68-67-65–267 (-13)
Kramer Hickok (300), $806,600 ... 63-69-68-67–267 (-13)
Marc Leishman (190), $510,600 ... 69-66-69-64–268 (-12)
Abraham Ancer (135), $362,600 ... 72-66-66-65–269 (-11)
Brice Garnett (93), $253,820 ... 65-68-69-68–270 (-10)
Brian Harman (93), $253,820 ... 68-68-67-67–270 (-10)
Kevin Kisner (93), $253,820 ... 70-63-74-63–270 (-10)
Brooks Koepka (93), $253,820 ... 69-67-69-65–270 (-10)
Hank Lebioda (93), $253,820 ... 69-68-67-66–270 (-10)
Jason Day (70), $186,850 ... 69-62-70-70–271 (-9)
Beau Hossler (70), $186,850 ... 65-70-72-64–271 (-9)
Sepp Straka (70), $186,850 ... 66-70-69-66–271 (-9)
Guido Migliozzi, $132,583 ... 69-65-71-67–272 (-8)
Andrew Putnam (54), $132,583 ... 70-67-69-66–272 (-8)
Sam Burns (54), $132,583 ... 66-71-67-68–272 (-8)
Patrick Cantlay (54), $132,583 ... 68-66-70-68–272 (-8)
Mark Hubbard (54), $132,583 ... 69-65-69-69–272 (-8)
Adam Scott (54), $132,583 ... 69-69-67-67–272 (-8)
Bryson DeChambeau (42), $87,690 ... 69-66-68-70–273 (-7)
Russell Henley (42), $87,690 ... 67-66-68-72–273 (-7)
Lucas Herbert, $87,690 ... 70-67-67-69–273 (-7)
Seamus Power (42), $87,690 ... 66-67-71-69–273 (-7)
Robert Streb (42), $87,690 ... 68-68-67-70–273 (-7)
Bubba Watson (42), $87,690 ... 66-66-68-73–273 (-7)
Jim Herman (33), $58,090 ... 68-69-67-70–274 (-6)
Dustin Johnson (33), $58,090 ... 70-68-65-71–274 (-6)
Zach Johnson (33), $58,090 ... 66-70-69-69–274 (-6)
Chez Reavie (33), $58,090 ... 70-67-69-68–274 (-6)
Patrick Reed (33), $58,090 ... 69-66-70-69–274 (-6)
Stewart Cink (24), $45,325 ... 68-67-74-66–275 (-5)
Charley Hoffman (24), $45,325 ... 72-63-70-70–275 (-5)
Maverick McNealy (24), $45,325 ... 65-70-70-70–275 (-5)
Cameron Smith (24), $45,325 ... 67-68-66-74–275 (-5)
Brian Stuard (24), $45,325 ... 69-66-70-70–275 (-5)
Brendon Todd (24), $45,325 ... 68-69-67-71–275 (-5)
Jonas Blixt (15), $30,744 ... 68-68-72-68–276 (-4)
Paul Casey (15), $30,744 ... 71-67-69-69–276 (-4)
Kevin Chappell (15), $30,744 ... 68-67-72-69–276 (-4)
Talor Gooch (15), $30,744 ... 64-70-73-69–276 (-4)
J.B. Holmes (15), $30,744 ... 70-68-67-71–276 (-4)
Joaquin Niemann (15), $30,744 ... 68-67-73-68–276 (-4)
Justin Rose (15), $30,744 ... 70-63-74-69–276 (-4)
Matt Jones (15), $30,744 ... 70-66-67-73–276 (-4)
Satoshi Kodaira (15), $30,744 ... 63-72-68-73–276 (-4)
Troy Merritt (15), $30,744 ... 68-65-70-73–276 (-4)
Ian Poulter (15), $30,744 ... 68-66-70-72–276 (-4)
Austin Eckroat, $19,377 ... 72-66-69-70–277 (-3)
Tom Lewis (9), $19,377 ... 67-67-74-69–277 (-3)
Carlos Ortiz (9), $19,377 ... 70-65-71-71–277 (-3)
Scottie Scheffler (9), $19,377 ... 69-65-71-72–277 (-3)
J.J. Spaun (9), $19,377 ... 71-67-69-70–277 (-3)
Harold Varner III (9), $19,377 ... 70-68-68-71–277 (-3)
Kevin Na (9), $19,377 ... 69-68-68-72–277 (-3)
Tyler Duncan (6), $17,094 ... 69-67-72-70–278 (-2)
Doug Ghim (6), $17,094 ... 68-66-72-72–278 (-2)
Peter Malnati (6), $17,094 ... 68-70-69-71–278 (-2)
Ryan Moore (6), $17,094 ... 72-65-72-69–278 (-2)
Cameron Percy (6), $17,094 ... 70-66-72-70–278 (-2)

LPGA KPMG Women's Championship
Atlanta Athletic Club, Johns Creek, Ga.
Purse: $4.5 million
Yardage: 6,740; Par: 72
Final Round
Nelly Korda, $675,000 ... 70-63-68-68–269 (-19)
Lizette Salas, $418,716 ... 67-67-67-71–272 (-16)
Hyo Joo Kim, $269,361 ... 71-69-70-68–278 (-10)
Giulia Molinaro, $269,361 ... 70-70-66-72–278 (-10)
Danielle Kang, $171,934 ... 73-67-73-67–280 (-8)
Patty Tavatanakit, $171,934 ... 70-71-65-74–280 (-8)
Austin Ernst, $121,501 ... 69-71-71-70–281 (-7)
Celine Boutier, $121,501 ... 73-64-69-75–281 (-7)
Amy Yang, $93,608 ... 72-72-74-64–282 (-6)
Cydney Clanton, $93,608 ... 70-67-75-70–282 (-6)
Xiyu Lin, $93,608 ... 69-71-70-72–282 (-6)
Sei Young Kim, $75,343 ... 76-69-70-68–283 (-5)
Wichanee Meechai, $75,343 ... 73-67-72-71–283 (-5)
Dottie Ardina, $75,343 ... 70-70-68-75–283 (-5)
Leona Maguire, $58,839 ... 72-70-71-71–284 (-4)
Nanna Koerstz Madsen, $58,839 ... 70-71-72-71–284 (-4)
Jessica Korda, $58,839 ... 69-72-72-71–284 (-4)
Yealimi Noh, $58,839 ... 69-72-70-73–284 (-4)
Esther Henseleit, $58,839 ... 71-68-70-75–284 (-4)
Madelene Sagstrom, $58,839 ... 70-68-71-75–284 (-4)
Yuka Saso, $48,142 ... 73-70-75-67–285 (-3)
Georgia Hall, $48,142 ... 75-67-72-71–285 (-3)
Brooke M. Henderson, $48,142 ... 74-70-69-72–285 (-3)
Charley Hull, $48,142 ... 68-71-74-72–285 (-3)
Yu Liu, $42,985 ... 72-69-72-73–286 (-2)
Alena Sharp, $42,985 ... 69-68-75-74–286 (-2)
Alison Lee, $36,793 ... 74-72-74-67–287 (-1)

PGA Tour Champions
Bridgestone Championship
Firestone Country Club, Akron, Ohio
Purse: $3 million
Yardage: 7,400; Par: 70
Final Round
Steve Stricker, $450,000 ... 63-68-72-70–273 (-7)
Jerry Kelly, $264,000 ... 69-70-68-72–279 (-1)
Fred Couples, $197,250 ... 72-73-68-67–280 (E)
David Toms, $197,250 ... 72-72-66-70–280 (E)
Ernie Els, $142,500 ... 72-67-71-72–282 (+2)
Jim Furyk, $120,000 ... 71-68-71-73–283 (+3)
Rocco Mediate, $96,000 ... 74-71-69-70–284 (+4)
Rod Pampling, $96,000 ... 70-75-69-70–284 (+4)
Kevin Sutherland, $96,000 ... 70-69-72-73–284 (+4)
Paul Broadhurst, $75,000 ... 67-69-76-73–285 (+5)
Tim Petrovic, $75,000 ... 72-70-72-71–285 (+5)
Darren Clarke, $59,250 ... 70-74-72-70–286 (+6)
Ken Duke, $59,250 ... 71-70-78-67–286 (+6)
Colin Montgomerie, $59,250 ... 75-69-70-72–286 (+6)
Vijay Singh, $59,250 ... 72-74-70-70–286 (+6)
Joe Durant, $46,500 ... 73-69-75-70–287 (+7)
Steve Flesch, $46,500 ... 71-73-74-69–287 (+7)
Steve Jones, $46,500 ... 73-71-72-71–287 (+7)
Gene Sauers, $46,500 ... 69-75-73-70–287 (+7)
Stephen Ames, $35,100 ... 74-70-71-73–288 (+8)
Bernhard Langer, $35,100 ... 71-74-71-72–288 (+8)
Scott Parel, $35,100 ... 71-69-73-75–288 (+8)
Paul Stankowski, $35,100 ... 74-70-69-75–288 (+8)
Mike Weir, $35,100 ... 74-69-73-72–288 (+8)

AUTO RACING

NASCAR Cup Series Explore the Pocono Mountains 350
Sunday
Pocono Raceway, Long Pond
Lap length: 2.50 miles
(Start position in parentheses)
1. (19) Kyle Busch, Toyota, 140 laps, 44 points.
2. (12) Kyle Larson, Chevrolet, 140, 38.
3. (11) Brad Keselowski, Ford, 140, 50.
4. (13) Kevin Harvick, Ford, 140, 33.
5. (7) Bubba Wallace, Toyota, 140, 38.
6. (16) Ryan Blaney, Ford, 140, 38.
7. (20) Alex Bowman, Chevrolet, 140, 30.
8. (23) Ryan Preece, Chevrolet, 140, 29.
9. (10) Tyler Reddick, Chevrolet, 140, 31.
10. (14) Joey Logano, Ford, 140, 28.
11. (3) Martin Truex Jr, Toyota, 140, 41.
12. (18) William Byron, Chevrolet, 140, 35.
13. (21) Austin Dillon, Chevrolet, 140, 24.
14. (17) Denny Hamlin, Toyota, 140, 32.
15. (8) Daniel Suarez, Chevrolet, 140, 24.
16. (5) Aric Almirola, Ford, 140, 32.
17. (2) Michael McDowell, Ford, 140, 25.
18. (32) Matt DiBenedetto, Ford, 140, 19.
19. (1) Chris Buescher, Ford, 140, 18.
20. (15) Kurt Busch, Chevrolet, 140, 17.
21. (24) Chase Briscoe, Ford, 140, 16.
22. (37) Ryan Newman, Ford, 140, 15.
23. (36) Corey Lajoie, Chevrolet, 139, 14.
24. (38) Cole Custer, Ford, 139, 13.
25. (27) Justin Allgaier, Chevrolet, 139, 0.
26. (33) Ross Chastain, Chevrolet, 139, 12.
27. (9) Chase Elliott, Chevrolet, 139, 16.
28. (25) Cody Ware, Chevrolet, 139, 0.
29. (30) BJ McLeod, Ford, 138, 0.
30. (28) James Davison, Chevrolet, 137, 7.
31. (22) Erik Jones, Chevrolet, 136, 6.
32. (4) Christopher Bell, Toyota, 135, 12.
33. (31) Quin Houff, Chevrolet, 135, 4.
34. (26) Anthony Alfredo, Ford, 134, 3.
35. (34) Josh Bilicki, Ford, 132, 2.
36. (29) G. Smithley, Chevrolet, engine, 122, 0.
37. (35) Timmy Hill, Toyota, handling, 113, 0.
38. (6) R. Stenhouse Jr, Chev., engine, 111, 5.

MARKETPLACE TODAY

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NOTICES

PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Restroom and Shower Facility Solutions** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than August 17, 2021, at 4:30pm Central Time, and late proposals will not be considered.

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PUBLIC NOTICE

Request for Proposal (RFP)
E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

EI00080~2021RFP
IPv4 Brokering Services

Proposals are due by 4:00 PM ET on Thursday, August 12, 2021.

Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via **https://www.eandi.org/contract-finder/rfp-development/.**
E&I does not accept hard copy submissions or submissions through any other medium other than its Electronic Sourcing Solution.

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran and service-disabled veteran-owned businesses.

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If you've had Hernia Surgery and have experienced any
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you may be entitled to
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CALL THE HERNIA MESH HELPLINE NOW AT
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TALCUM POWDER SETTLEMENT
If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation
800-208-3526

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BOOKS/PUBLICATIONS

SECONDARY BREAK
An NBA Dad's Story
written by: Marvin Williams Sr.
This book is about a young man and his love for basketball. It will show you how ANYTHING IS POSSIBLE when you continue to follow your passion.
Available for purchase at BarnesAndNoble.com and Amazon.com

**AU

Alberta Purchasing Connection

Alberta Government

Opportunity Notice
Restroom and Shower Facility Solutions

Category: Goods

This opportunity is now **closed**.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	www.rmalberta.com
Reference Number:	AB-2021-04362
Solicitation Number:	AB-2021-04362
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy)**:**	06/29/2021 03:00:00 PM Alberta Time
Closing (MM/dd/yyyy)**:**	08/17/2021 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy)**:**	06/29/2021 02:35:06 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N4510GD: Seats, Toilet, Plastic
N4510AK: Portable Toilets
N4510AD: Bowls, Toilet

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Sourcewell

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 081721
Bid Name:	Restroom and Shower Facility Solutions
Bid Status:	**Closed**
Bid Closing Date:	Tue Aug 17, 2021 4:30:00 PM (CDT)
Question Deadline:	Tue Aug 10, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Refer to project document
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Restroom and Shower Facility Solutions** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **August 17, 2021, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Download Bid Documents | Simulate Submission

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday July 27, 2021 10:00 AM to 11:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_081721_Restroom_and_Shower_Facilities Friday June 25, 2021 01:11 PM	13	Download
RFP_081721_Restroom_and_Shower_Facilities_Contract_Template Friday June 25, 2021 01:17 PM	18	Download

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Sourcewell
Formerly NJPA

Bid RFP #081721 - Restroom and Shower Facility Solutions

Bid Type **RFP**

Bid Number **081721**

Title **Restroom and Shower Facility Solutions**

Expected Start Date **Jun 29, 2021 12:00:00 AM CDT**

Expected End Date **Aug 17, 2021 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions
0 Questions
0 Unanswered
[View Questions]

Edit Bid
[Edit]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Jul 27, 2021 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid

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PENDING

Restroom and Shower Facility Solutions

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No
✔ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	081721
Solicitation Name	Restroom and Shower Facility Solutions	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	081721 Restroom and Shower Facility Solutions

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$80,000,000.00
Publish Date	06/29/2021	Closing Date & Time	08/17/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction

Building Projects/ Renovation/ Demolition Projects	Building Construction, Concrete Work, Sidewalks, Steel, Aluminum, Metal Fabrication, Mortar Renovation, Stone Cladding, Flooring Supplies And Services, Carpentry And Wood Services, Demolition Civil Works, Earth Moving, Site Preparation, Masonry Works, Underground Storage, Fences, Pallet Racking, Millwork, Waterproofing, Parking Lots, Modular Homes, etc



Solicitation Overview

Sourcewell Formerly NJPA

Restroom and Shower Facility Solutions

081721

Closing Date: 08/17/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov**]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.**

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Notice

Basic Information

Estimated Contract Value (CAD)	$80,000,000.00 (Not shown to suppliers)
Reference Number	0000203358
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	081721
Title	Restroom and Shower Facility Solutions
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2021/06/29 07:48:34 AM EDT
Question Acceptance Deadline	2021/08/10 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2021/08/17 05:30:00 PM EDT
Prebid Conference	2021/07/27 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2021/07/27 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (156)	
G	**Goods** Goods
N56	**Construction And Building Materials** Construction And Building Materials
N56	**Construction and Building Materials** Construction and Building Materials
N5600	**CONSTRUCTION AND BUILDING MATERIALS** Construction and building materials
N5610	**MINERAL CONSTRUCTION MATERIALS, BULK** Mineral Construction Materials Bulk Includes Asphalt; Cinders; Gravel; Lime; Sand; Rough Dimension Stone, including Rubble; Cement; Ballast.
N5610A	**ASPHALT, LIQUID PETROLEUM, PRIMER AND CEMENT FOR ROAD PURPOSE** ASPHALT, LIQUID PETROLEUM, PRIMER AND CEMENT FOR ROAD PURPOSE
N5610B	**CEMENT** CEMENT
N5610BA	**CEMENT, PORTLAND** CEMENT, PORTLAND
N5610BC	**CEMENT, ROOFING** CEMENT, ROOFING
N5610C	**CONCRETE** CONCRETE
N5610CB	**CONCRETE, JOINT SEALER** CONCRETE, JOINT SEALER
N5610CD	**CONCRETE, READY-MIX** CONCRETE, READY-MIX
N5610CE	**CONCRETE, PRE-MIXED IN BAGS** CONCRETE, PRE-MIXED IN BAGS
N5610D	**EMULSION, ASPHALT** EMULSION, ASPHALT
N5610E	**PRIMER, ASPHALT** PRIMER, ASPHALT
N5610F	**PRECAST CONCRETE PRODUCTS** PRECAST CONCRETE PRODUCTS
N5610G	**WALK WAY COMPOUND (R-MIR-DEK)** WALK WAY COMPOUND (R-MIR-DEK)
N5610H	**COMPOUND COVERING DECK (DEX-O-TEX)** COMPOUND COVERING DECK (DEX-O-TEX)
N5610J	**COMPOUND WING WALK** COMPOUND WING WALK
N5610K	**SEAMLESS FLOORING** SEAMLESS FLOORING
N5610KB	**DECK COATING, NON-SLIP, EPOXY, CGSB 1-GP-192M, SEE DND QPL** DECK COATING, NON-SLIP, EPOXY, CGSB 1-GP-192M, SEE DND QPL
N5610L	**STONE AND AGGREGATE** STONE AND AGGREGATE
N5610LA	**AGGREGATE, CONSTRUCTION, FIRE CLAY, CRUSHED** AGGREGATE, CONSTRUCTION, FIRE CLAY, CRUSHED
N5610LC	**STONE, AGGREGATE, FOR RUNWAY ICE CONTROL** STONE, AGGREGATE, FOR RUNWAY ICE CONTROL
N5610LE	**GRAVEL, ROAD** GRAVEL, ROAD

GSIN Categories (156)	
N5610LF	**STONE, CRUSHED (QUARRY ROCK)** STONE, CRUSHED (QUARRY ROCK)
N5610N	**ASPHALT, PETROLEUM, ROOFING** ASPHALT, PETROLEUM, ROOFING
N5610R	**EXPANSION JOINT FILLER, FOR CONCRETE** EXPANSION JOINT FILLER, FOR CONCRETE
N5610S	**SAND, RUNWAY** SAND, RUNWAY
N5610T	**LIME, HYDRATED, STRUCTURAL** LIME, HYDRATED, STRUCTURAL
N5610U	**SOIL** SOIL
N5610V	**STONE, DECORATIVE** STONE, DECORATIVE
N5610W	**SAND** SAND
N5620	**TILES, BRICKS AND BLOCKS** TILES, BRICKS AND BLOCKS
N5620A	**TILES, FLOOR AND WALL, CERAMIC** TILES, FLOOR AND WALL, CERAMIC
N5620AA	**TILE, TERRAZZO AND MARBLE** TILE, TERRAZZO AND MARBLE
N5620B	**PRECAST, PRESTRESSED CONCRETE UNITS** PRECAST, PRESTRESSED CONCRETE UNITS
N5620BA	**STRUCTURAL MEMBERS, CONCRETE, PRECAST, PRESTRESSED** STRUCTURAL MEMBERS, CONCRETE, PRECAST, PRESTRESSED
N5620BB	**SLABS, ROOF, WALL AND FLOOR, CONCRETE, PRECAST, PRESTRESSED** SLABS, ROOF, WALL AND FLOOR, CONCRETE, PRECAST, PRESTRESSED
N5620BC	**PILING, CONCRETE, PRECAST, PRESTRESSED** PILING, CONCRETE, PRECAST, PRESTRESSED
N5620BD	**TRENCHES, CONCRETE, PRECAST, PRESTRESSED** TRENCHES, CONCRETE, PRECAST, PRESTRESSED
N5620BE	**WALLS, RETAINING, CONCRETE, PRECAST, PRESTRESSED** WALLS, RETAINING, CONCRETE, PRECAST, PRESTRESSED
N5620C	**TILES, STRUCTURAL, CLAY** TILES, STRUCTURAL, CLAY
N5620D	**BRICKS, CLAY (NONREFRACTORY)** BRICKS, CLAY (NONREFRACTORY)
N5620F	**BRICKS AND BLOCKS, CONCRETE** BRICKS AND BLOCKS, CONCRETE
N5630	**PIPE AND CONDUIT, NONMETALLIC** Pipe and Conduit, Nonmetallic Includes Concrete Pipe and Conduit; Clay Pipe and Conduit for underground use; Drain Tile; Nonmetallic Pipe Fittings for underground use.
N5630B	**PIPE, NONMETALLIC** PIPE, NONMETALLIC
N5630BC	**PIPE, NONMETALLIC, CONCRETE** PIPE, NONMETALLIC, CONCRETE
N5630C	**MANHOLES, CONCRETE, PRECAST, PRESTRESSED** MANHOLES, CONCRETE, PRECAST, PRESTRESSED
N5640	**WALLBOARD, BUILDING PAPER AND THERMAL INSULATION MATERIALS** Wallboard, Building Paper, and Thermal Insulation Materials Includes Paper Building Board; Ceiling Board; Gypsum Board; Insulating Board; PlasterBoard; Soundproofing Board; Tar Paper; Wallpaper; Mineral Wool; Glass Wool Batts; Pipe Covering.
N5640A	**ASBESTOS** ASBESTOS

GSIN Categories (156)	
N5640E	**INSULATION, THERMAL** INSULATION, THERMAL
N5640EB	**INSULATION, THERMAL, FIBREGLASS** INSULATION, THERMAL, FIBREGLASS
N5640EC	**INSULATION, THERMAL, PIPE COVERING (EXCEPT ASBESTOS)** INSULATION, THERMAL, PIPE COVERING (EXCEPT ASBESTOS)
N5640ED	**INSULATION, THERMAL, PIPE FITTING COVERINGS, FABRICATED** INSULATION, THERMAL, PIPE FITTING COVERINGS, FABRICATED
N5640EF	**INSULATION, THERMAL, POLYSTYRENE** INSULATION, THERMAL, POLYSTYRENE
N5640EG	**INSULATION, THERMAL, STYROFOAM** INSULATION, THERMAL, STYROFOAM
N5640EK	**INSULATION, THERMAL, PIPE COVERING, ASBESTOS** INSULATION, THERMAL, PIPE COVERING, ASBESTOS
N5640EM	**INSULATION, THERMAL, MINERAL FIBRE** INSULATION, THERMAL, MINERAL FIBRE
N5640EMC	**INSULATION, THERMAL, MINERAL FIBRE, BLOCK OR BOARD** INSULATION, THERMAL, MINERAL FIBRE, BLOCK OR BOARD
N5640EME	**INSULATION, THERMAL, MINERAL FIBRE, BLANKET** INSULATION, THERMAL, MINERAL FIBRE, BLANKET
N5640EP	**INSULATION, THERMAL, GRANULAR, VERMICULITE** INSULATION, THERMAL, GRANULAR, VERMICULITE
N5640EQ	**INSULATION, THERMAL, FIREPROOFING** INSULATION, THERMAL, FIREPROOFING
N5640ER	**INSULATION, THERMAL, MARINITE M** INSULATION, THERMAL, MARINITE M
N5640FD	**INSULATION, BOARD, THERMAL, FOAM FACED, POLYURETHANE (GENERAL PURPOSE)** INSULATION, BOARD, THERMAL, FOAM FACED, POLYURETHANE (GENERAL PURPOSE)
N5640FF	**INSULATION, BOARD, THERMAL, FOAM FACED, POLYURETHANE (ROOFING) CGSB 51-GP-26M, TYPE 4** INSULATION, BOARD, THERMAL, FOAM FACED, POLYURETHANE (ROOFING) CGSB 51-GP-26M, TYPE 4
N5640H	**TILES, ACOUSTICAL, CEILING** TILES, ACOUSTICAL, CEILING
N5640J	**WALLBOARD** WALLBOARD
N5640JA	**WALLBOARD, GYPSUM** WALLBOARD, GYPSUM
N5640JB	**WALLBOARD, LAMINATES (ARBORITE AND FORMICA)** WALLBOARD, LAMINATES (ARBORITE AND FORMICA)
N5640JC	**WALLBOARD, GYPROC** WALLBOARD, GYPROC
N5640JE	**WALLBOARD, TEN TEST** WALLBOARD, TEN TEST
N5640K	**INSULATION TAPE, THERMAL** INSULATION TAPE, THERMAL
N5640M	**INSULATION, SOUND CONTROLLING** INSULATION, SOUND CONTROLLING
N5640MB	**SOUND CONTROLLING BLANKETS (EXCEPT FITTED TO EQUIPMENT)** SOUND CONTROLLING BLANKETS (EXCEPT FITTED TO EQUIPMENT)
N5640N	**PANEL, CEILING** PANEL, CEILING
N5640P	**WALLPAPER** WALLPAPER

GSIN Categories (156)	
N5650	**ROOFING AND SIDING MATERIALS** Roofing and Siding Materials Includes Roofing (all materials), including Sheet Metal; Roofing Felt; Roll Roofing; Roofing Tile; Shingles.
N5650A	**ROOFING MATERIALS** ROOFING MATERIALS
N5650AC	**ROOFING MATERIALS, METAL** ROOFING MATERIALS, METAL
N5650AD	**ROOFING MATERIALS, ASBESTOS ASPHALT** ROOFING MATERIALS, ASBESTOS ASPHALT
N5650AF	**ROOFING MATERIALS, CEDAR** ROOFING MATERIALS, CEDAR
N5650B	**SIDING MATERIALS** SIDING MATERIALS
N5650BC	**SIDING MATERIALS, METAL, ALUMINUM** SIDING MATERIALS, METAL, ALUMINUM
N5650BE	**SIDING, HARDBOARD** SIDING, HARDBOARD
N5650C	**SHINGLES, WOOD** SHINGLES, WOOD
N5650D	**SHINGLES, ASBESTOS** SHINGLES, ASBESTOS
N5660	**FENCING, FENCES, GATES AND COMPONENTS** FENCING, FENCES, GATES AND COMPONENTS
N5660B	**FENCING** FENCING
N5660BA	**FENCING, CHAIN LINK** FENCING, CHAIN LINK
N5660BC	**FENCING, WIRE** FENCING, WIRE
N5660BD	**FENCING, STEEL PANEL** FENCING, STEEL PANEL
N5660BE	**FENCING, ELECTRICAL** FENCING, ELECTRICAL
N5660C	**POST, FENCE** POST, FENCE
N5660CA	**POST, FENCE, METAL** POST, FENCE, METAL
N5660D	**RAIL, GUARD, HIGHWAY** RAIL, GUARD, HIGHWAY
N5660E	**BARBED WIRE** BARBED WIRE
N5660F	**FENCES, METAL** FENCES, METAL
N5660G	**GATES, METAL** GATES, METAL
N5660GA	**GATE SECURITY HYDRAULIC** GATE SECURITY HYDRAULIC
N5660H	**POST, METAL SIGNS, U CHANNEL AND TELESCOPIC TYPE** POST, METAL SIGNS, U CHANNEL AND TELESCOPIC TYPE
N5670	**BUILDING COMPONENTS, PREFABRICATED** Building Components, Prefabricated Includes Door Frames; Window Frames; Window Sashes; Eave Troughs (gutters); Gratings; Grilles, Shutters; Fixed Fire Escapes; Mounted Partitions.
N5670A	**DOORS, METAL CONSTRUCTION** DOORS, METAL CONSTRUCTION

GSIN Categories (156)	
N5670AA	**DOORS, ALUMINUM** DOORS, ALUMINUM
N5670AB	**DOORS, METAL, ROLLING** DOORS, METAL, ROLLING
N5670AC	**DOORS, METAL, SLIDING** DOORS, METAL, SLIDING
N5670AD	**DOORS, STEEL** DOORS, STEEL
N5670AE	**DOORS, METAL, SECURITY** DOORS, METAL, SECURITY
N5670AF	**DOORS, METAL, FIRE, MINERAL CORE** DOORS, METAL, FIRE, MINERAL CORE
N5670AG	**DOORS, OVERHEAD, METAL CONSTRUCTION** DOORS, OVERHEAD, METAL CONSTRUCTION
N5670AH	**DOORS, METAL, AUTOMATIC OPENING AND CLOSING** DOORS, METAL, AUTOMATIC OPENING AND CLOSING
N5670AJ	**DOORS, GARAGE METAL** DOORS, GARAGE METAL
N5670AJA	**DOOR, GARAGE, OVERHEAD** DOOR, GARAGE, OVERHEAD
N5670AK	**DOORS, METAL, COLD STORAGE** DOORS, METAL, COLD STORAGE
N5670B	**GRATING, METAL** GRATING, METAL
N5670C	**RAILING, HAND (METAL)** RAILING, HAND (METAL)
N5670E	**WINDOW, METAL** WINDOW, METAL
N5670EA	**WINDOW, METAL, STORM, ALUMINUM** WINDOW, METAL, STORM, ALUMINUM
N5670EC	**WINDOW, METAL, N.E.S.** WINDOW, METAL, N.E.S.
N5670EE	**WINDOW, METAL, SECURITY** WINDOW, METAL, SECURITY
N5670EF	**WINDOW METAL, STORM** WINDOW METAL, STORM
N5670F	**SKYLIGHTS, METAL, PLASTIC PANE** SKYLIGHTS, METAL, PLASTIC PANE
N5670GA	**STAIR TREAD GRATING, METAL** STAIR TREAD GRATING, METAL
N5670H	**TROUGHS, EAVES, METAL** TROUGHS, EAVES, METAL
N5670K	**WALLS, METAL, FOLDING** WALLS, METAL, FOLDING
N5670L	**PARTITIONS, METAL, SECURITY** PARTITIONS, METAL, SECURITY
N5670N	**STUDS AND TRIMS, STEEL, FOR DRYWALL** STUDS AND TRIMS, STEEL, FOR DRYWALL
N5670P	**SCREENS, WINDOW, ALUMINUM** SCREENS, WINDOW, ALUMINUM
N5670S	**FRAMES, DOOR, METAL** FRAMES, DOOR, METAL
N5670V	**ACCESS HATCHES, BUILDING, CUSTOM** ACCESS HATCHES, BUILDING, CUSTOM

GSIN Categories (156)	
N5675	**NONWOOD CONSTRUCTION LUMBER AND RELATED MATERIALS** NONWOOD CONSTRUCTION LUMBER AND RELATED MATERIALS
N5680	**CONSTRUCTION MATERIAL, MISCELLANEOUS** Miscellaneous Construction Materials Includes Expanded Metal Lath; Airplane Landing Mats; Traction Mats.
N5680A	**COVERS, MANHOLE (EXCEPT MARINE AND TANK)** COVERS, MANHOLE (EXCEPT MARINE AND TANK)
N5680B	**STEEL BAR, REINFORCING** STEEL BAR, REINFORCING
N5680C	**GABION** GABION
N5680E	**FLOORING SYSTEMS** FLOORING SYSTEMS
N5680EB	**FLOORING SYSTEMS, SECTIONAL, NON-SLIP (EXCEPT METAL GRATING)** FLOORING SYSTEMS, SECTIONAL, NON-SLIP (EXCEPT METAL GRATING)
N5680F	**DECK FLOOR, N.E.S.** DECK FLOOR, N.E.S.
N5680H	**WEATHER STRIPPING, DOOR, WINDOW** WEATHER STRIPPING, DOOR, WINDOW
N5680J	**PANELS, BUILDING, INSULATED, METAL** PANELS, BUILDING, INSULATED, METAL
N5680L	**TEXEL, ROAD SURFACING MATERIAL (TEXTILE)** TEXEL, ROAD SURFACING MATERIAL (TEXTILE)
C	**Construction** Construction
512	**Construction works for buildings** Construction works for buildings
512	**Construction Works for Buildings** CONSTRUCTION WORKS FOR BUILDINGS
5121A	**CONSTRUCTION OF ONE AND TWO DWELLING BUILDINGS** CONSTRUCTION OF ONE AND TWO DWELLING BUILDINGS
5122A	**CONSTRUCTION OF MULTI-DWELLING BUILDINGS** Multi-dwelling Buildings
5123A	**LEASING OF WAREHOUSES AND INDUSTRIAL BUILDINGS** LEASING OF WAREHOUSES AND INDUSTRIAL BUILDINGS
5123B	**CONSTRUCTION OF WAREHOUSES AND INDUSTRIAL BUILDINGS** Warehouses and Industrial Buildings
5124A	**LEASING OF COMMERCIAL BUILDINGS** LEASING OF COMMERCIAL BUILDINGS
5124B	**CONSTRUCTION OF COMMERCIAL BUILDINGS** Commercial Buildings
5125A	**LEASING OF PUBLIC ENTERTAINMENT BUILDINGS** LEASING OF PUBLIC ENTERTAINMENT BUILDINGS
5125B	**CONSTRUCTION OF PUBLIC ENTERTAINMENT BUILDINGS** CONSTRUCTION OF PUBLIC ENTERTAINMENT BUILDINGS
5126A	**LEASING OF HOTEL, RESTAURANT BUILDINGS ETC.** LEASING OF HOTEL, RESTAURANT BUILDINGS ETC.
5126B	**CONSTRUCTION OF HOTEL, RESTAURANT AND SIMILAR BUILDINGS** CONSTRUCTION OF HOTEL, RESTAURANT AND SIMILAR BUILDINGS
5127A	**LEASING OF EDUCATIONAL BUILDINGS** LEASING OF EDUCATIONAL BUILDINGS
5127B	**CONSTRUCTION OF EDUCATIONAL BUILDINGS** CONSTRUCTION OF EDUCATIONAL BUILDINGS

GSIN Categories (156)	
5128A	**LEASING OF HEALTH BUILDINGS** LEASING OF HEALTH BUILDINGS
5128B	**CONSTRUCTION OF HEALTH BUILDINGS** Health Buildings
5129A	**LEASING OF OTHER BUILDINGS** LEASING OF OTHER BUILDINGS
5129B	**CONSTRUCTION OF OTHER BUILDINGS** Other Buildings
MERX Category (1)	
G	**Goods** Goods
G22	**Miscellaneous Goods** Miscellaneous Goods
UNSPSC Categories (3)	
72000000	**Building and Construction and Maintenance Services**
72130000	**General building construction**
72131500	**Residential construction**
72131600	**Commercial or industrial construction**
72131700	**Infrastructure construction**

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SOURCEWELL
STATE OF MINNESOTA

Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-11

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel
and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher
and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - May 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Tires and Related Equipment, Supplies, and Services
Restrooms and Related Solutions
Roadway Construction Equipment

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Epson America, Inc.	030321-EPS	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
HP, Inc.	030321-HPC	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Konica Minolta Business Solutions USA, Inc.	030321-KON	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Ricoh USA, Inc.	030321-RCH	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Sharp Electronics Corporation	030321-SEC	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Toshiba America Business Solutions, Inc.	030321-TOS	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Xerox Corporation	030321-XOX	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Convergint Technologies, LLC	030421-CTL	*"Facility Security Systems, Equipment, and Software with Related Services"*
Johnson Controls Fire Protection, LP	030421-JHN	*"Facility Security Systems, Equipment, and Software with Related Services"*
Siemens Industry, Inc.	030421-SIE	*"Facility Security Systems, Equipment, and Software with Related Services"*
Stanley Convergent Security Solutions,	030421-SCS	*"Facility Security Systems, Equipment, and Software with Related Services"*
Tyco Integrated Fire and Security dba Johnson Controls	030421-TIS	*"Facility Security Systems, Equipment, and Software with Related Services"*
Ariens Company	031121-ACO	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Bobcat Company	031121-CEC	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Cub Cadet	031121-MTD	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Deere & Company	031121-DAC	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Generac Power Systems	031121-GNR	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Husqvarna Professional Products	031121-HSQ	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Hustler Turf Equipment Inc.	031121-THE	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Kubota Tractor Corporation	031121-KBA	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Old Dominion Brush Company	031121-ODB	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Scag Power Equipment Inc.	031121-SCG	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
The Toro Company	031121-TTC	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Woods Equipment Company	031121-WDE	*"Grounds Maintenance Equipment, Attachments, and Accessories with Related Services"*
Morbark, LLC	031721-MBI	*"Tree Maintenance Equipment, Attachments and Accessories"*
Vermeer Corporation	031721-VRM	*"Tree Maintenance Equipment, Attachments and Accessories"*

CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
Carrier Corporation	030817-CAR	*"HVAC Systems, Installation and Service with Related Products and Supplies"*
Crafco, Inc.	052417-CFC	*"Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies"*
NEW ezIQC CONTRACTS		
Company Name	**Contract Number**	**State - Region - Type of Work**
ezIQC RENEWALS		
Company Name	**Contract Number**	
Brown & Root	GA-A01-040820-KBR	
Greene & Burdette Property Management, LLC	GA-A02-040820-GBP	
HITT Contracting, Inc.	GA-A03-040820-HCI	
Striker Contracting, LLC	GA-A04-040820-SCL	
Crown Retail Services, Inc.	GA-A05-040820-CRS	
Albion Scaccia Enterprises, LLC	GA-A06-040820-ALB	
Paryani Construction	GA-A07-040820-PAR	
HCR Construction, Inc.	GA-A08-040820-HCR	
Lichty Commercial Construction, Inc.	GA-A09-040820-LIY	
Place Services, Inc.	GA-A10-040820-PLA	
Greene & Burdette Property Management, LLC	GA-B02-040820-GBP	
Crown Retail Services, Inc.	GA-B03-040820-CRS	
HITT Contracting, Inc.	GA-B04-040820-HCI	
Albion Scaccia Enterprises, LLC	GA-B05-040820-ALB	
Centennial Contractors Enterprises, Inc.	GA-B06-040820-CCE	
Darsey Construction, LLC	GA-B07-040820-DAR	
Place Services, Inc.	GA-B08-040820-PLA	
Ujamaa Construction	GA-B10-040820-UJA	
Darsey Constructionm LLC	GA-C01-040820-DAR	
Greene & Burdette Property Management, LLC	GA-C02-040820-GBP	
Albion Scaccia Enterprises, LLC	GA-C03-040820-ALB	
HITT Contracting, Inc.	GA-C04-040820-HCI	
Place Services, Inc.	GA-C05-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-C06-040820-CCE	
Engineering Design Technologies, Inc.	GA-C07-040820-EDT	
Ujamaa Construction	GA-C08-040820-UJA	
Jewel of the South	GA-C10-040820-JOS	
Darsey Constructionm LLC	GA-D02-040820-DAR	
Greene & Burdette Property	GA-D03-040820-GBP	
Lynn Construction Contracting, Inc.	GA-D04-040820-LYN	
Albion Scaccia Enterprises, LLC	GA-D05-040820-ALB	
HITT Contracting, Inc.	GA-D06-040820-HCI	
Place Services, Inc.	GA-D07-040820-PLA	
Centennial Contractors Enterprises, Inc.	GA-D08-040820-CCE	
Engineering Design Technologies, Inc.	GA-D09-040820-EDT	
Ujamaa Construction	GA-D10-040820-UJA	
F.H. Paschen, S.N. Nielsen & Associates,	GA-ST01-040820-FHP	
Prime Contractors, Inc.	GA-ST02-040820-PCI	
JOC Construction	GA-ST03-040820-LRI	
Bayne Development Group	GA-ST04-040820-BDG	
Huper Optik USA, LP	GA-ST05-040820-HOP	
Ward Humphrey, Inc.	GA-ST06-040820-WHI	
Johnson-Laux Construction, LLC	GA-ST07-040820-JLC	
Osprey Management, LLC	GA-ST08-040820-OML	
Astra Construction Services, LLC	GA-ST09-040820-ACS	
Rubio and Son Interiors, Inc.	GA-ST10-040820-RSI	
LEE Construction Group, Inc.	FL-NEA-GC01-041019-LCI	

FHP Tectonics Corp.	FL-NEA-GC02-041019-FTC	
Epic Construction, Inc.	FL-NEA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-NEA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-NEA-GC05-041019-CPP	
Astra Construction Services, LLC	FL-NEA-GC06-041019-ACS	
David Mancini & Sons, Inc.	FL-NEA-GC07-041019-DMS	
Lanzo Construction Co., Florida	FL-NEA-P01-041019-LCC	
Advanced Roofing, Inc.	FL-NEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-NEA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NEA-UG2-041019-SUI	
LEE Construction Group, Inc.	FL-NWA-GC01-041019-LCI	
Astra Construction Services, LLC	FL-NWA-GC02-041019-ACS	
Johnson-Laux Construction, LLC	FL-NWA-GC03-041019-JLC	
OmniCon Corp	FL-NWA-GC04-041019-OMN	
Lanzo Construction Co., Florida	FL-NWA-P01-041019-LCC	
EnviroWaste Services Group, Inc.	FL-NWA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-NWA-UG2-041019-SUI	
Advanced Roofing, Inc.	FL-NWA-R01-041019-ADR	
Harbour Construction, Inc.	FL-SEA-GC01-041019-HBC	
Shiff Construction & Development, Inc.	FL-SEA-GC02-041019-SCD	
d2 Construction, Inc.	FL-SEA-GC03-041019-DTC	
Team Contracting, Inc.	FL-SEA-GC04-041019-TCI	
BDI Construction Company	FL-SEA-GC05-041019-BDI	
Danz Contracting, LLC	FL-SEA-GC06-041019-DCL	
LEE Construction Group, Inc.	FL-SEA-GC07-041019-LCI	
FHP Tectonics Corp.	FL-SEA-GC08-041019-FTC	
Metro Express, Inc.	FL-SEA-P01-041019-MEI	
Lanzo Construction Co., Florida	FL-SEA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-SEA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-SEA-UG1-041019-EWS	
Metro Express, Inc.	FL-SEA-UG2-041019-MEI	
BDI Construction Company	FL-WCA-GC01-041019-BDI	
LEE Construction Group, Inc.	FL-WCA-GC02-041019-LCI	
Epic Construction, Inc.	FL-WCA-GC03-041019-ECI	
Johnson-Laux Construction, LLC	FL-WCA-GC04-041019-JLC	
Charles Perry Partners, Inc.	FL-WCA-GC05-041019-CPP	
Caladesi Construction Co.	FL-WCA-GC06-041019-CAL	
Astra Construction Services, LLC	FL-WCA-GC07-041019-ACS	
Shiff Construction & Development, Inc.	FL-WCA-GC08-041019-SCD	
Caladesi Construction Co.	FL-WCA-P01-041019-CAL	
Lanzo Construction Co., Florida	FL-WCA-P02-041019-LCC	
Advanced Roofing, Inc.	FL-WCA-R01-041019-ADR	
EnviroWaste Services Group, Inc.	FL-WCA-UG1-041019-EWS	
Southern Underground Industries, Inc.	FL-WCA-UG2-041019-SUI	
ezIQC CONTRACT EXTENSIONS		
Company Name	**Contract Number**	

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SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/16/2021

Resolution No. 2021-27

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: (list names here)
Wilson, Zylka, Nagel, Thomas, Arts, Kircher
and the following voted against: (list names here or "NONE")
None
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2021

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Fleet Management Services
Medical Supply Catalog Solutions

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Active Deployment Systems, Inc.	081721-ADP	*"Restroom and Shower Facility Solutions"*
Comac Corp./Niu Toilet	081721-NIU	*"Restroom and Shower Facility Solutions"*
CXT, Inc.	081721-CXT	*"Restroom and Shower Facility Solutions"*
Public Restroom Company	081721-PRM	*"Restroom and Shower Facility Solutions"*
Romtec, Inc.	081721-RMT	*"Restroom and Shower Facility Solutions"*
Michelin North America, Inc.	082521-MLN	*"Tires with Related Equipment and Supplies"*
United Parcel Service, Inc.	090121-UPS	*"Express Courier and Ground Delivery Logistics Services"*
National Auto Fleet Group	091521-NAF	*"Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
The Goodyear Tire & Rubber Company	102517-GTC	*"Tires and Related Equipment, Supplies and Services"*

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work
Foti Contracting LLC	OH-R1-GC01-102021-FCL	State of Ohio - Region 1 - General Contracting
F.H. Paschen	OH-R1-GC02-102021-FHP	State of Ohio - Region 1 - General Contracting
Place Services, Inc.	OH-R1-GC03-102021-PLA	State of Ohio - Region 1 - General Contracting
Centennial Contractors Enterprises	OH-R1-GC04-102021-CCE	State of Ohio - Region 1 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R1-GC05-102021-JLC	State of Ohio - Region 1 - General Contracting
The Lusk Group	OH-R1-GC06-102021-LUS	State of Ohio - Region 1 - General Contracting
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	State of Ohio - Region 1 - HVAC/Mechanical
Air Force One	OH-R1-HVAC02-102021-AFO	State of Ohio - Region 1 - HVAC/Mechanical
Place Services, Inc.	OH-R1-E01-102021-PLA	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-E02-102021-LUS	State of Ohio - Region 1 - Electrical
The Lusk Group	OH-R1-RW01-102021-LUS	State of Ohio - Region 1 - Roofing/Waterproofing
The Lusk Group	OH-R1-PA01-102021-LUS	State of Ohio - Region 1 - Paving/Asphalt
The Lusk Group	OH-R1-C01-102021-LUS	State of Ohio - Region 1 - Concrete
The Lusk Group	OH-R1-CC01-102021-LUS	State of Ohio - Region 1 - Civil Contracting
Foti Contracting LLC	OH-R2-GC01-102021-FCL	State of Ohio - Region 2 - General Contracting
Centennial Contractors Enterprises	OH-R2-GC02-102021-CCE	State of Ohio - Region 2 - General Contracting
F.H. Paschen	OH-R2-GC03-102021-FHP	State of Ohio - Region 2 - General Contracting
Place Services, Inc.	OH-R2-GC04-102021-PLA	State of Ohio - Region 2 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R2-GC05-102021-JLC	State of Ohio - Region 2 - General Contracting
Genesis 1 Construction	OH-R2-GC06-102021-GNS	State of Ohio - Region 2 - General Contracting
The Lusk Group	OH-R2-GC07-102021-LUS	State of Ohio - Region 2 - General Contracting
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	State of Ohio - Region 2 - General Contracting
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	State of Ohio - Region 2 - HVAC/Mechanical
Air Force One	OH-R2-HVAC02-102021-AFO	State of Ohio - Region 2 - HVAC/Mechanical
Place Services, Inc.	OH-R2-E01-102021-PLA	State of Ohio - Region 2 - Electrical
G & B Electric Co	OH-R2-E02-102021-GBE	State of Ohio - Region 2 - Electrical
The Lusk Group	OH-R2-RW01-102021-LUS	State of Ohio - Region 2 - Roofing/Waterproofing
The Lusk Group	OH-R2-PA01-102021-LUS	State of Ohio - Region 2 - Paving/Asphalt
The Lusk Group	OH-R2-C01-102021-LUS	State of Ohio - Region 2 - Concrete
The Lusk Group	OH-R2-CC01-102021-LUS	State of Ohio - Region 2 - Civil Contracting
Foti Contracting LLC	OH-R3-GC01-102021-FCL	State of Ohio - Region 3 - General Contracting

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Centennial Contractors Enterprises	OH-R3-GC02-102021-CCE	State of Ohio - Region 3 - General Contracting
F.H. Paschen	OH-R3-GC03-102021-FHP	State of Ohio - Region 3 - General Contracting
Place Services, Inc.	OH-R3-GC04-102021-PLA	State of Ohio - Region 3 - General Contracting
The Lusk Group	OH-R3-GC05-102021-LUS	State of Ohio - Region 3 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R3-GC06-102021-JLC	State of Ohio - Region 3 - General Contracting
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	State of Ohio - Region 3 - HVAC/Mechanical
Air Force One	OH-R3-HVAC02-102021-AFO	State of Ohio - Region 3 - HVAC/Mechanical
Place Services, Inc.	OH-R3-E01-102021-PLA	State of Ohio - Region 3- Electrical
The Lusk Group	OH-R3-E02-102021-LUS	State of Ohio - Region 3 - Electrical
The Lusk Group	OH-R3-RW01-102021-LUS	State of Ohio - Region 3 - Roofing/Waterproofing
The Lusk Group	OH-R3-PA01-102021-LUS	State of Ohio - Region 3 - Paving/Asphalt
The Lusk Group	OH-R3-C01-102021-LUS	State of Ohio - Region 3 - Concrete
The Lusk Group	OH-R3-CC01-102021-LUS	State of Ohio - Region 3 - Civil Contracting
Foti Contracting LLC	OH-R4-GC01-102021-FCL	State of Ohio - Region 4 - General Contracting
Centennial Contractors Enterprises	OH-R4-GC02-102021-CCE	State of Ohio - Region 4 - General Contracting
F.H. Paschen	OH-R4-GC03-102021-FHP	State of Ohio - Region 4 - General Contracting
Place Services, Inc.	OH-R4-GC04-102021-PLA	State of Ohio - Region 4 - General Contracting
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	State of Ohio - Region 4 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R4-GC06-102021-JLC	State of Ohio - Region 4 - General Contracting
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	State of Ohio - Region 4 - General Contracting
Triton Services, Inc.	OH-R4-GC08-102021-TRS	State of Ohio - Region 4 - General Contracting
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	State of Ohio - Region 4 - HVAC/Mechanical
Air Force One	OH-R4-HVAC02-102021-AFO	State of Ohio - Region 4 - HVAC/Mechanical
Place Services, Inc.	OH-R4-E01-102021-PLA	State of Ohio - Region 4- Electrical
The Lusk Group	OH-R4-E02-102021-LUS	State of Ohio - Region 4 - Electrical
The Lusk Group	OH-R4-RW01-102021-LUS	State of Ohio - Region 4 - Roofing/Waterproofing
The Lusk Group	OH-R4-PA01-102021-LUS	State of Ohio - Region 4 - Paving/Asphalt
The Lusk Group	OH-R4-C01-102021-LUS	State of Ohio - Region 4 - Concrete
The Lusk Group	OH-R4-CC01-102021-LUS	State of Ohio - Region 4 - Civil Contracting
Foti Contracting LLC	OH-R5-GC01-102021-FCL	State of Ohio - Region 5 - General Contracting
F.H. Paschen	OH-R5-GC02-102021-FHP	State of Ohio - Region 5 - General Contracting
Place Services, Inc.	OH-R5-GC03-102021-PLA	State of Ohio - Region 5 - General Contracting
Johnson-Laux Construction Ohio, LLC	OH-R5-GC04-102021-JLC	State of Ohio - Region 5 - General Contracting
The Lusk Group	OH-R5-GC05-102021-LUS	State of Ohio - Region 5 - General Contracting
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	State of Ohio - Region 5 - HVAC/Mechanical
Air Force One	OH-R5-HVAC02-10201-AFO	State of Ohio - Region 5 - HVAC/Mechanical
Place Services, Inc.	OH-R5-E02-102021-LUS	State of Ohio - Region 5- Electrical
The Lusk Group	OH-R5-RW01-102021-LUS	State of Ohio - Region 5 - Roofing/Waterproofing
The Lusk Group	OH-R5-PA01-102021-LUS	State of Ohio - Region 5 - Paving/Asphalt
The Lusk Group	OH-R5-C01-102021-LUS	State of Ohio - Region 5 - Concrete
The Lusk Group	OH-R5-CC01-102021-LUS	State of Ohio - Region 5 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 3 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 4 - Civil Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - General Contracting
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	State of Ohio - MBE Set Aside - Region 5 - Civil Contracting
ezIQC RENEWALS		
Company Name	**Contract Number**	
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL	
JOC Construction	CO-SW-GC01-090920-LRI	
JOC Construction	CO-NW-GC01-090920-LRI	
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI	
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI	
ATI Restoration, LLC	CO-NE-GC05-090920-ATI	
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL	

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JOC Construction	CO-SE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL	
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL	
JOC Construction	CO-NE-GC01-090920-LRI	
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL	
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL	
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI	
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC	
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC	
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL	
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC	
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL	
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI	
Paige Industrial Services, Inc.	WA-DC-M03-100120-PAI	
Paige Industrial Services, Inc.	WA-DC-P03-100120-PAI	
Vigil Contracting, Inc.	WA-DC-E01-100120-VGL	
HITT Contracting, Inc.	WA-DC-GC05-100120-HCI	
Centennial Contractors Enterprises, Inc.	WA-DC-GC02-100120-CCE	
Paige Industrial Services, Inc.	WA-DC-E02-100120-PAI	
Vigil Contracting, Inc.	WA-DC-P01-100120-VGL	
Adrian L. Merton, Inc.	WA-DC-M02-100120-ALM	
Adrian L. Merton, Inc.	WA-DC-P02-100120-ALM	
The Matthews Group	WA-DC-GC01-100120-TMG	
Vigil Contracting, Inc.	WA-DC-M01-100120-VGL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	WA-DC-GC06-100120-FHP	
Vigil Contracting, Inc.	WA-DC-GC04-100120-VGL	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
SDB, Inc.	TX-PH-GC-101619-SDB	
Dallas Harmony Construction, LLC.	TX-NT-P-101619-DHC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Teinert Construction	TX-NT-GC-101619-TCB	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
Dallas Harmony Construction, LLC	TX-NT-GC-101619-DHC	
Dallas Harmony Construction, LLC	TX-NT-F-101619-DHC	
Teinert Construction	TX-PH-GC-101619-TCB	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
G2 General Contractors	TX-NT-GC-101619-GGC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
WR Construction, Inc.	TX-PH-GC-101619-WRC	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Dallas Harmony Construction, LLC	TX-NT-APC-101619-DHC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
G2 General Contractors	TX-NT-P-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Platinum Roofing, Inc.	MO-KC-R01-111319-PLR	
BKM Construction, LLC	KS-W-GC01-111319-BKM	
Straub Construction Company, Inc.	MO-KC-GC04-111319-STC	

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Sourcewell

Solicitation Number: RFP 081721

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CXT Incorporated, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Restroom and Shower Facility Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 15, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	CXT Incorporated
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Gary Burger 5464A28DD55E4E9...
By: _____	By: _____
Jeremy Schwartz	Gary Burger
Title: Chief Procurement Officer	Title: Director of Commercial Operations
Date: 10/13/2021 | 1:44 PM CDT	Date: 10/13/2021 | 1:04 PM CDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/13/2021 | 1:49 PM CDT

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RFP 081721 - Restroom and Shower Facility Solutions

Vendor Details

Company Name:	CXT Inc
Does your company conduct business under any other name? If yes, please state:	Texas
Address:	606 N Pines Rd Suite 202 Spokane Valley, WA 99206
Contact:	Gary Burger
Email:	gburger@lbfoster.com
Phone:	254-717-0912
Fax:	509-928-8270
HST#:	91-1498650

Submission Details

Created On:	Thursday August 05, 2021 08:25:50
Submitted On:	Monday August 16, 2021 17:40:42
Submitted By:	Gary Burger
Email:	gburger@lbfoster.com
Transaction #:	e2e4d01f-edb9-43db-94e2-bfb8f254c124
Submitter's IP Address:	99.14.154.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CXT Incorporated	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA	*
4	Proposer Physical Address:	606 N. Pines Rd Suite 202 Spokane Valley, WA 99206	*
5	Proposer website address (or addresses):	www.cxtinc.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gary Burger, Director of Commercial Operations, 606 N Pines Rd Suite 202, Spokane Valley WA 99206, gburger@lbfoster.com, 254-717-0912	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	L.B. Foster Company Lee B. Foster was only 20 years old when he founded the company in 1902 that bears his name. L.B. Foster Company has grown for more than a century to become a leader in the manufacture, fabrication and distribution of infrastructure products and materials. Foster began the company to service a transportation need he recognized while growing up around his father's oil business in Titusville, Pennsylvania. Lee saw that his father received many inquiries from mines, logging camps, and quarries about the availability of relay (used) train rail. Because no truck transportation existed at the time, permanent and temporary rail spurs were the only means for transporting heavy materials to and from jobsites near and far. New rail was costly, and Foster saw an opportunity to resell rail that had been retrieved from abandoned and replaced railroads and urban transit systems. To encourage the sale of used material, Lee Foster initiated a guarantee that set his firm apart from others and contributed greatly to his success: "If the material is not up to the standard represented, ship it back and we will pay the freight both ways." This dedication to customer satisfaction became a core company value and remains today at the forefront of the L.B. Foster customer service policy. In addition to transportation products, L.B. Foster Company began to focus on other infrastructure-related industries for new expansion. Today the company markets its products to businesses involved in transportation, construction, energy, utility, recreation, and agriculture. In 1999 the company acquired CXT Incorporated, a leading manufacturer of engineered concrete products for railroad and recreation markets. This acquisition positioned L.B. Foster to better serve customers with a comprehensive line of mainline, transit and industrial rail products. The purchase of CXT also expanded the company into the production of recreational and multi-purpose precast concrete buildings. CXT Incorporated CXT® was started in 1987 as a joint venture of Costain and Con-Force to build concrete railroad ties (CXT stands for concrete crossing ties) in the U.S. for the Burlington Northern railroad. The company was placed in Spokane, Washington due to its proximity to high quality aggregates, and both Burlington Northern and Union Pacific rail lines. In 1991 CXT management created an ESOP to buy the business from the two companies. CXT Concrete Buildings was started in July 1992 as CXT's third division, (the others were the Concrete Railroad Ties and the Paver and Segmental Retaining Wall Divisions). The initial order was for 11 single vault waterless restrooms with the Idaho Panhandle National Forest. In 1999, CXT was purchased by L.B. Foster Company and became a wholly owned subsidiary of L.B. Foster. In 2001, CXT expanded into its second 120,000 square foot manufacturing facility in Hillsboro Texas. The plant serves the southern and central U.S. In 2013 CXT was awarded its first Sourcewell contract. The contract has grown each year and expanded its sales in all markets. Many of our customers were first time Sourcewell users and we are proud that we helped expand the Sourcewell Cooperative contract purchasing membership. In 2014 L.B. Foster acquired Carr Concrete a leading manufacturer of engineered concrete products in the eastern U.S. Carr Concrete became a division of CXT. The acquisition positioned CXT to better serve customer in the eastern U.S. with a 130,000 sq.ft. of production based in Waverly, West Virginia. In 2019 The Spokane, Washington operations were moved to Nampa, Idaho. The new 79,000 square feet will centralize manufacturing to CXT's existing and prospective customer base. In 2020 L.B. Foster acquired LarKen Precast who manufactures standard and custom engineered precast concrete products. Larken is a well-known manufacturer in the Boise, Idaho area that distributes their products primarily for state and municipal wastewater, irrigation and electrical applications servicing the southwest and central Idaho, as well as eastern Oregon regions. LarKen Precast became a division of CXT. Our all concrete design withstands hurricanes, earthquakes, heavy snow loads and the worst that vandals can bring. The buildings come in a variety of styles to meet the needs of city, county, state, education, and federal customers. In the last 20+ years CXT has produced and shipped over 25,000 units nationally and internationally
10	What are your company's expectations in the event of an award?	CXT expects to continue to expand its sales using Sourcewell contract. CXT is a proud member and used our direct sales force to help promote the benefits of the cooperative purchasing approach for all products available on Sourcewell contract. At our current growth rate we expect Sourcewell to be 25% of our overall sales ($4M sold through Sourcewell per quarter) and if awarded again we expect that to continue to grow to 30% of overall sales.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached financial statements for L.B. Foster Company (file 2020-LBFosterAnnualReport.pdf). L.B. Foster is a publicly traded company at FSTR on Nasdaq. CXT is a wholly owned subsidiary of LB Foster and falls under LB Foster Infrastructure group. LB Foster continues to have strong financial results even during these difficult times. LB Foster is positioned to continue to grow. CXT is a vital division of LB Foster and a major focus for growth in the future.
12	What is your US market share for the solutions that you are proposing?	Market share is very difficult to measure in our industry. (no consolidated information exists). We have done internal studies that have found the North American market to be around $100m in 2016, with our 2016 sales at $40m. That would put our market share at approximately 40%. Currently we expect to reach $64M in 2021, but also think the market has grown and our share doesn't exceed 50%.
13	What is your Canadian market share for the solutions that you are proposing?	No data exists for the Canadian market that we are aware of. We sold $500,000 in 2020.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CXT is a manufacturer with a sales force that sells directly to the end users. The sales force are employees of CXT. Each current sales employee has gone through Sourcewell University. This direct sales to end user model fits extremely well with the Sourcewell contract. The Sourcewell member deals directly with CXT and had no middle man in regards to sales, service, or warranty.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CXT holds several dozen licenses, certifications, and certificates. Of these, most concern the manufacture of CXT's concrete building line and are specifically aimed at the manufacturing process. The most important of these are the following: PCI certified, ISO 9001 certified and IAS compliant.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither CXT nor L.B. Foster has been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2013 Best plant finalist – Industry Week Magazine; 2014 Best Plant Award – Industry Week Magazine; 2016, ISO 9001, ISO 14001 and OSHA 18001 certified.	*
19	What percentage of your sales are to the governmental sector in the past three years	2020 94% 2019 93% 2018 94%	*
20	What percentage of your sales are to the education sector in the past three years	2020 1% 2019 <1% 2018 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CXT holds contracts in the following five states for some or all of our product line being submitted in this proposal: Kansas, Missouri, Oregon, Pennsylvania, Washington. We hold no other Coop contracts. The goal is to eliminate these state contracts and use Sourcewell. 2019 2018 2017 Kansas $100,000 $100,000 $100,000 Missouri $200,000 $220,000 $1,000,000 Oregon $1,700,000 $1,800,000 $1,700,000 Pennsylvania $1,200,000 $200,000 $200,000 Washington $2,000,000 $1,500,000 $2,300,000 Utah $1,000,000 $800,000 $1,000,000	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CXT holds GSA contract GS07F0602N 2019 2018 2017 Total Sales $2,500,000 $5,000,000 $2,400,000	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
PA COSTARS	Kathy Garman	714-346-4056	*
State of Washington	Leslie Edwards	360-407-8416	*
State of Utah	Garret K. Johnston	801-957-7135	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Army Corps of Engineers (includes all regions and districts covering the US, including District of Columbia DC	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	$20,000 - $1,000,000	2020 $3,000,000 2019 $2,900,000 2018 $1,800,000	*
National Forest Service (includes all regions and districts covering the US, including the District of Columbia DC	Government	District of Columbia - DC	Includes purchase of products from our "standard" line of buildings including site work.	$20,000-$500,000	2020 $1,000,000 2019 $800,000 2018 $2,100,000	*
Utah State Parks	Government	Utah - UT	Includes purchase of products from our "standard" line of buildings including site work.	$40,000-$1,000,000	2020 $2,000,000 2019 $1,000,000 2018 $800,000	*
State of Washington	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	$20,000-$200,000	2020 $1,000,000 2019 $2,000,000 2018 $1,800,000	*
State of Oregon	Government	Washington - WA	Includes purchase of products from our "standard" line of buildings including site work.	$20,000-$300,000	2020 $1,000,000 2019 $1,700,000 2018 $1,800,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	CXT has seven dedicated outside sales managers. Each sales manager is responsible for sales, marketing, and sales service in their respective geographic region. In addition to the outside sales force, we employ three dedicated inside sales professionals, a logistics department, warranty department, engineering department and scheduling department. These departments, including sales, report to a Director of Commercial Operations. Each sales member has gone through Sourcewell training. The Sourcewell member is directly dealing with a CXT (employee) on all transactions.	*
26	Dealer network or other distribution methods.	CXT does not utilize a dealer network. Sourcewell members get direct from the factory pricing.	*
27	Service force.	CXT has a comprehensive and formal service force to handle all our customers' needs post sale. To install our buildings properly, we use CXT certified, independently owned installation crews (eight national and one international). These crews are responsible for the installation, troubleshooting and immediate warranty work on all buildings placed. Each installation crew is trained by CXT via required on-site training sessions held once a year. In addition to our install crews, we utilize a toll-free number for service related questions, web based replacement parts ordering system and CXT employed and dedicated warranty department with three full time employees to handle any and all post sales needs or situations. Sourcewell members deal directly with CXT.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are managed, processed, and executed by CXT. Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); order processed at CXT (PO verified, drawings generated, questions generated to customer); drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	CXT operates and manages a very comprehensive customer service program. This starts with the initial call for questions regarding our products and does not end. Since a majority of our customers are repeat customers, service is extremely important to our business. CXT's service program consists of handling our prospect or customers service needs quickly (within hours not days) and concisely. CXT accomplishes this by using our entire inside and outside sales staff, warranty department and CXT certified installation crews to answer, troubleshoot and fix any and all service related questions. We also utilize web-based videos and FAQ's on our website that give quick answers to everyday questions and issues our customers encounter on a daily basis.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CXT has three plants nationwide, Nampa ID, Hillsboro TX, and Waverly WV that service the entire US will keeping the cost of delivery to a minimum. There are no geographical sites or market segments in the United States that we will not be servicing via the Sourcewell contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CXT plants can provide products into all of Canada. There are no geographical sites or market segments in Canada that we will not be servicing via the Sourcewell contract.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NA	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CXT has no offshore contract requirements, apart from shipping costs. We actively sell our products to Alaska, Hawaii, Japan, Canada, and Mexico (to name a few offshore markets). Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CXT utilizes a direct to member sales strategy. Our direct sales approach allows the members to deal exclusively with CXT. This also allows us to lead every contact with Sourcewell contract information. Each piece of literature, web site, even email signatures will identify Sourcewell by use of logo, and contract number. Each sales call (150+ per month) will discuss the advantage of Sourcewell and cooperative purchasing. All trade shows (30+ per year) will have Sourcewell banners and membership information. All advertising will have Sourcewell logo and contract information. CXT will continue to drive every order toward usage of the Sourcewell contract and deliver the message of the advantages that using Sourcewell offers.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CXT uses our web site www.cxtinc.com to generate and track lists of possible customers and tailor that list to drill down what exactly our customers are looking for. CXT uses broadcast email that contain the Sourcewell logo and contract information to generate leads and interest. More and more customers are using the internet to do their research, and this is no different for the parks and recreation concrete building industry. Our web site allows members to easily download drawings, specifications and request a quote for a unit. CXT uses Google AdWords to generate top search and optimizes it search through meta tags.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been a great partner in our marketing. CXT uses Sourcewell logo and contract information in all marketing. This has attracted members to contact CXT for information. Our Sourcewell contract manager has done an excellent job talking potential customers through the Sourcewell process and how cooperative purchasing works and can benefit them. The Sourcewell web site does a great job explaining the process to potential customers. Sourcewell member list is used by our sales force to cross reference current members with prospects that we are working with. If they are not a member we show the how easy it is to become a member and how easy it is to contact Sourcewell for more information.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CXT does utilize an E-procurement ordering process right now for our parts and is creating a configurator for our web site that will build out and provide a drawing of the building they are looking for. We discuss yearly, the possibility of an E-procurement program for ordering our buildings, but with all the possible components that go into one of our buildings and the large dollar component to buying a building, our customers still need a quote and have to generate a PO for purchasing a unit. The Sourcewell contract has made purchasing easy, so with our product, we do not feel that the customer would benefit from E-procurement at this time. But, as stated we look at changing every year.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CXT does offer training for our customers and we do it using several different avenues. First, we use our web site as a first line of product training. On our site, we offer all of our standard building cut sheets, drawings and specifications for reference, tutorial videos to see installation of our products, worksheets to determine trucking requirements, troubleshooting videos for common problems and maintenance manuals both online and delivered with each building. CXT offers onsite training for our customers to go over our product line, project needs and building maintenance suggestions at no charge. Customer's are followed up with a survey after delivery to determine their overall satisfaction. 90% of our orders are from returning customers and having Sourcewell makes that return buy easier.	*
40	Describe any technological advances that your proposed products or services offer.	CXT is the leader in the concrete building market which is due in large part to our continuing success in using technological advances in the manufacturing process of our buildings. Over the last 25 years, we have honed our skill at manufacturing the highest quality product on the market. Just a few of the ways we have accomplished this is the addition of LED lighting on the interior and exterior of all buildings as a standard for all Sourcewell customers. All plumbing fixtures are the latest in low flow high efficiency flushing. We have also evolved many of our offerings floor plans to meet the ever-changing market place too meet ADA and gender specific requirements. And due to the pandemic we offer units that easily allow for use without a concern for social distancing, and are easy to sanitize. Our designs and innovations have largely been driven by listening to Sourcewell members needs.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CXT has continued to provide the "greenest" building on the market. Our product uses the latest in lighting, plumbing and materials. The buildings provide LEED credits for our customers' projects allowing them to meet top energy, water, and efficiency standards	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Nothing specific, but all of our fixtures are the latest in low water volume, and minimum electrical use on the market that meets building codes.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CXT is a wholly owned subsidiary of LB Foster Co. Unfortunately, we do not qualify for any small business, women or minority owned designations. CXT does utilize as many small businesses as possible for its vendor program. Over 60% of our companies spend is directed to SBE's and all certified installers are SBE's with Veteran owned, and Women owned.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At CXT there are many ways that separate our business from our competitions starting with our indoor assembly line manufacturing process to the buildings themselves using all concrete designs that will not rot, rust, warp or burn. Although these and many of the attributes discussed earlier give our product the edge in the marketplace, CXT's major difference from the competition is our commitment to the product and the staff. CXT makes concrete buildings at our three manufacturing facilities and run 365 days of the year. This commitment and the people who work to keep the plants running are what separate us from the rest. CXT has provided Sourcewell members the highest quality buildings and service for the last four years and hope to continue to provide this to Sourcewell members in the future.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	YES. CXT provides a one (1) year warranty, on the building and all of the components. If a manufactured component has a longer warranty, (ex our interior LED lights have a lifetime vandalism warranty) that warranty is passed on and honored for the customer.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty is for standard use and design loads. We do not warranty against vandalism and acts of God.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty covers repair of replacement of all items which includes all costs to perform work related to warranty.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	NO, all regions are covered.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All other non-concrete components will carry a one (1) year warranty. Any component that carries a longer manufacturing warranty will be passed on to the customer and honored.	*
50	What are your proposed exchange and return programs and policies?	CXT will repair or replace all items.	*
51	Describe any service contract options for the items included in your proposal.	CXT has no service contracts available. The product is extremely durable and requires minimal maintenance.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	All buildings meet ADA, and all local building codes and design criteria. All buildings are required to meet local code inspections.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Our internal metric is customer satisfaction. And we survey to insure that customer is 100% satisfied with the building.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Net 30 days after submission of the invoice to the purchaser on approved credit. Wire transfer and check.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	We offer a leasing solution through NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Order process: Order documents received (signed quote or PO, building worksheet, install questionnaire); order processed at CXT (PO verified, drawings generated, questions generated to customer); drawings completed by CXT and returned to customer for approval; customer approves drawings then CXT generates manufacturing instructions; building is then scheduled for production and delivery.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, not at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our price on our Sourcewell work sheets are the discounted price for members. See file SourcewellPriceSheets.zip Pricing of the building and all options are easily clicked on and added up on our price sheets. The sheets are sent to members with the freight and any optional items requested. The pricing includes the offloading and set up at site. Members have a place to add there member number and a estimated lease rate from NCL is shown. Open market items are also listed in a separate area, along with freight for complete cost clarity.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CXT is offering a 10% discount off of buildings on our Commercial building price list. It represents our best discount offered. The pricing is the same that is currently offered to Sourcewell members.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcewell discount is the best offered. CXT will negotiate with Members on large orders on a case by case basis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our price sheets identify all "open market" custom option items requested by the member. They will be priced at cost plus 30% for Members. Standard non-member pricing is cost plus 40%.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost of any PE stamped drawings and state inspection fee's that are required will be added as a line item on all price sheets for complete clarity. All required taxes are not include.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB plant pre-paid and add. A line item is included on all Sourcewell price sheets for complete clarity. All building prices include the offload and setting of the building at site.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Since all of our products are FOB plant and shipping is a per project priced item, the shipping program to offshore locations would be no different apart from the expense.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All building pricing includes the cost of the crane to offload and set the building at site for Sourcewell members.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell will be the best available price for Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All entities orders are checked to insure that they are Members prior to price offer. If not the entities are asked to join. All orders are checked to insure that the ordering entity is a member and has provided Sourcewell Membership details. CXT has designated Sourcewell price sheets that must come in on all Sourcewell orders. From there, all orders then follow our ISO 9001 process to insure they are tracked and entered with the membership information. All membership information is part of the entities account information and segregated in our system and tracked. Every quarter a report is pulled of the invoiced orders that are tracked and sent to Sourcewell.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sourcewell orders are measured as a percentage of total sales each month/QTR and year, with a current goal to meet 25% of all sales running though Sourcewell.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	2%. Equal to our current fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CXT offers a full line of precast concrete restroom, shower, concession, and utility buildings. The units come in multiple sizes and designs that offer the users a low cost, easy to maintain building, that ships ready to use and installs in hours not days. Our buildings include all concrete designs and withstand hurricanes, floods, earthquakes, and the extremes of vandals. The buildings meet all codes, including ADA, and current electric and plumbing codes. Included on the Sourcewell pricing are 6 waterless vault style, 9 flush style, 4 shower units, 4 concession units, and 2 utility units. We also offer a customizable unit that allows members to mix and match of create a floor plan that works for them. See worksheets for a description of each unit offered.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Waterless and water style units. Storage, concession, and utility (pump house, telecommunication) use.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Flush, waterless (vault), or compostable toilets and restrooms	(•) Yes ( ) No	Full line of Flush, and vault restrooms. Ability to mix or match units to meet members requirements.	*
73	Showers and changing rooms	(•) Yes ( ) No	Full line of Showers changing rooms. Ability to mix or match units to meet members requirements.	*
74	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	(•) Yes ( ) No	Full line of units offered. Floor plants can be mixed or matched to meet Members needs.	*
75	Equipment, products, accessories, and supplies related to the solutions in lines 72 - 74 above.	(•) Yes ( ) No	Full line of Parts and accessories, plus the ability to pick unique fixtures to meet Members needs.	*
76	Related services - design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs.	(•) Yes ( ) No	Units can be "customized" while still being able to purchase off of Sourcewell. Floor plans can be altered to meet Member needs. Sourcewell pricing includes the delivery, offload, site prep and installation at site. Site evaluation is free. All units are fully warranted by CXT and we handle all of the repairs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
77	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Installation is included in the price of each building. CXT contracts the crane and has certified dedicated crews that perform the work. When ordered the Sourcewell member is asked for a date they would like to see the building delivered. From there, we work to produce, ship, and offload to meet that schedule. Roughly 2-4 weeks prior to the date of delivery, CXT confirms the site/member is ready to receive the building. A specific date and time are set for the delivery of the building and the trucking, crane, and installation crew are scheduled. On the date scheduled the crew offloads, and sets the building on the customer site. Once set, the crew will insure that all items are complete and the building is ready to use. At that point the crew have a walk through with the member representative and a signoff is given. Sourcewell members have a line item option of having CXT connect to site utilities', or perform that themselves on the flush, shower and concession room buildings. CXT can also perform the site pad and stub up work on these types of buildings for members. On vault restroom buildings, Sourcewell members have the line item of CXT doing the earthwork - digging, backfilling, compacting the hole for the vaults of the vault restrooms. The goal is to have a building set and ready to use in a very short period of time to help eliminate extensive site supervision time by the member. Also to give the member whatever level of service they need to get the building in to meet their budgets. Depending on size of the building, typically CXT can have the building ready to use in as little as 4 hours, and not longer than 3 days on large multi-section buildings.	*
78	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	CXT has all concrete construction. The building cannot rot, rust, burn down, and insects can't eat it. Siding and roofing will never need to be replaced. The walls and roof are cast in textured to match a wide option of simulated textures, including wood, block, brick and stone and give the appearance the member is looking for without the worry of replacing exterior finishes. All plumbing fixtures are wall mounted and valve and pipes are placed in chase area, not exposed to the public to keep them from being broken/vandalized. Stainless steel fixtures are available as an option for plumbing. And interior LED lights come with a lifetime warranty protection from vandalism. Every design CXT has is designed for durability, vandal resistance and low maintenance by the member.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 79. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell Price Sheets.zip - Monday August 16, 2021 17:32:41
- Financial Strength and Stability - 2020 LBFoster Report.pdf - Tuesday August 10, 2021 11:04:14
- Marketing Plan/Samples - Ad-Brochure-LEED.zip - Tuesday August 10, 2021 11:08:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - CXT Warranty.docx - Tuesday August 10, 2021 16:25:55
- Standard Transaction Document Samples - CXT-InstallQuestionnaire-v3.pdf - Friday August 13, 2021 11:21:57
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Burger, Director Of Commercial Operations, LB Foster / CXT Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_ Restroom_and_Shower_Facilities_RFP_081721 Thu August 5 2021 02:29 PM	☑	2

DocuSign Envelope ID: 9A45EE30-AFDC-42CE-9EC5-1C72B71E97F9

RoofConnect Logistics, Inc.	MO-KC-R02-111319-RCL	
Platinum Roofing, Inc.	KS-E-R01-111319-PLR	
RoofConnect Logistics, Inc.	KS-W-R02-111319-RCL	
BKM Construction, LLC	KS-E-GC02-111319-BKM	
Straub Construction Company, Inc.	KS-E-GC01-111319-STC	
MTS Contracting, Inc.	KS-E-GC03-111319-MTS	
BKM Construction, LLC	MO-KC-GC02-111319-BKM	
Julius Kaaz Construction Company, Inc.	MO-KC-P01-111319-JKC	
RoofConnect Logistics, Inc.	KS-E-R02-111319-RCL	
Julius Kaaz Construction Company, Inc.	MO-KC-GC01-111319-JKC	
MTS Contracting, Inc.	MO-KC-GC03-111319-MTS	
Platinum Roofing, Inc.	KS-W-R01-111319-PLR	

RFP #081721
REQUEST FOR PROPOSALS
for
Restroom and Shower Facility Solutions

Proposal Due Date: August 17, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 29, 2021
Pre-proposal Conference:	July 27, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	August 10, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**August 17, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 17, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:

a. Flush, waterless (vault), or compostable toilets and restrooms;
b. Showers and changing rooms;
c. Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
d. Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
e. Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.

2. The primary focus of this solicitation is on Restroom and Shower Facility Solutions, and the related offering of equipment, supplies and services. A Proposer whose primary offerings fall within subsections 1. a. or b. above, may include an incidental or complementary offering of structures or facilities for ancillary or related uses and purposes.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Trailers with Related Equipment, Accessories, and Services (RFP #121918), with the exception of purpose-built restroom, shower, or changing room trailers or towables;
b. Pre-Engineered Buildings with Related Materials, Site Preparation, Installation and Ancillary Services (RFP #013019);
c. Fabric Structures with Related Materials and Services (RFP #091319); and,
d. Open Air Structures and Accessory or Utility Buildings with Related Equipment and Services (RFP #012621).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-

party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

8/5/2021

Addendum No. 1
Solicitation Number: RFP 081721
Solicitation Name: Restroom and Shower Facility Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is this RFP, and subsequent award, intended to be used for purchase of, or for rental of, the equipment specified?

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities.

Question 2:

At the pre-proposal conference the subject of financial information being made public was brought up. In reviewing existing contract materials on the Sourcewell website, I do not see that financial information is posted. Please clarify what financial information will be publicly available either on the Sourcewell site or anywhere else in the event of an award.

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals, for details related to the handling of a proposer's submission. As a Minnesota local government unit, Sourcewell complies with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. A proposer may seek their own counsel for guidance on the application of the Act relative

to the contents of the proposal or requests for data received by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 081721 posted to the Sourcewell Procurement Portal on 8/5/2021, is required at the time of proposal submittal.

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Proposal Opening Record

Date of opening: August 17, 2021

Sourcewell posted Request for Proposal #081721, for the procurement of Restroom and Shower Facility Solutions, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, June 29, 2021, and the solicitation remained in an open status within the portal until August 17, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on August 17, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #081721 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

8540527 Canada, Inc. (Comac Corporation Niu Toilet) - Submitted 8/17/21 at 12:17:31 PM
Active Deployment Systems, Inc. - Submitted 8/16/21 at 5:06:48 PM
CXT, Inc. - Submitted 8/16/21 at 5:40:42 PM
Green Flush Technologies, LLC - Submitted 8/16/21 at 7:15:45 PM
Public Restroom Company - Submitted 8/17/21 at 3:50:48 PM
Romtec, Inc. - Submitted 8/10/21 at 3:48:28 PM
United Site Services - Submitted 8/17/21 at 4:12:44 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on August 17, 2021, at 4:40:13 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
74344AB8E2344E7...
Chris Robinson, CPSM, Procurement Manager

DocuSigned by:
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

DocuSign Envelope ID: E4356F03-DF88-4753-8406-204C2731A390

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #081721
Entitled

Restroom and Shower Facility Solutions

The following advertisement was placed June 29, 2021 in *USA Today*, in South Carolina's *The State,* in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and June 30, 2021 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Restroom and Shower Facility Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 17, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

8540527 Canada, Inc.	Intelligent Conservation Systems, Inc.
Active Deployment Systems, Inc.	Nudigz Contractors, Ltd.
Apple Specialties	Plumbing & Heating Wholesale
Broad Valley Redimix, LTD.	Preeminent Construction, Inc.
BTI, Inc.	Public Restroom Company
C. W. Nowlin Enterprises, LLC	Regina Construction Association
ConstructConnect	Restroom Facilities, Ltd.
Construction Industry Center	Robinson Supply
CXT, Inc.	Romtec, Inc.
D2S Contractor, Inc.	SNTZR, INC.
Goto Agencies, LTD	Straight Flush Drain Solutions
Green Flush Technologies, LLC	United Site Services
Hunter Knepshield Company, Inc.	Universal Building Contractors
Integral Contracting, LLC	

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All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on August 17, 2021, at 4:40:13 pm CT. Proposals were received from the following:

8540527 Canada, Inc., dba Comac Corporation and Niu Toilet
Active Deployment Systems, Inc.
CXT, Inc.
Green Flush Technologies, LLC
Public Restroom Company
Romtec, Inc.
United Site Services

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Michael Munoz, CPPB, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

8540527 Canada, Inc., dba Comac Corporation and Niu Toilet, is offering environment friendly, high-tech portable washrooms, trailer toilets, portable shower stalls, and permanent fixed washroom structures. Features include customization options, remote monitoring, and the latest developments in technology and sanitization. They have a sales force in the United States and Canada that can serve Sourcewell Participating Entities. Comac/Niu Toilet is offering a competitive discount and financing options are available.

Active Deployment Systems, Inc., specializes in rapid response and emergency management. They offer turn-key solutions for mobile, self-contained restrooms and shower trailers. Their sales and service can reach throughout the United States and Canada. Active Deployment Systems is offering a significant discount to Sourcewell Participating Entities with volume discounts available.

CXT, Inc., offers precast concrete restrooms, showers, and utility buildings in a variety of sizes and designs. Their waterless vault, flush, shower and utility units can withstand hurricanes, floods, and earthquakes. CXT will sell direct to Sourcewell Participating Entities throughout the United States and Canada with their in-house sales associates. CXT provides a solid discount from MSRP, and financing is available.

Public Restroom Company is a design, build, and installation firm offering turn-key prefabricated restrooms, changing rooms, combination restroom and shower buildings and other related buildings. They have a direct sales force and installation and support staff to serve Sourcewell Participating Entities. Public Restroom Company pricing reflects a competitive discount off MSRP, and tiered rebates are available.

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Romtec, Inc., manufactures, supplies, and installs turnkey pre-engineered restrooms, waterless vault restrooms, and shower buildings for many types of recreation areas, parks, and campgrounds. These products are made available to Sourcewell Participating Entities across the United States with a team of engineers and architects licensed in all 50 states. Romtec, Inc. is a certified small business and HUBZone enterprise with the Small Business Administration. Standard governmental pricing is provided for all products and services on contract.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #081721 to:

8540527 Canada, Inc., dba Comac Corporation and Niu Toilet	#081721-NIU
Active Deployment Systems, Inc.	#081721-ADP
CXT, Inc.	#081721-CXT
Public Restroom Company	#081721-PRM
Romtec, Inc.	#081721-RMT

The preceding recommendations were approved on October 13, 2021.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Steff Haataja
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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:
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Michael Munoz, CPPB, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #081721** for **Restroom and Shower Facility Solutions**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

DocuSign Envelope ID: 06C074DA-2A77-4837-8BFC-081A9E133B95

Proposal Evaluation
Restroom and Shower Facility Solutions RFP #081721

	Possible Points	8540527 Canada Inc (Comac Corporation Niu Toilet)	Active Deployment Systems INC.	CXT Inc	Green Flush Technologies LLC	Public Restroom Company	Romtec, Inc.	United Site Services
Conformance to Terms/ Conditions to Include Documentation	50	36	37	43	41	43	43	40
Pricing	400	340	330	346	290	333	288	300
Financial, Industry and Marketplace Successes	75	56	57	64	60	61	64	56
Bidder's Ability to Sell/ Service Contract Nationally	100	66	72	84	74	79	80	72
Bidder's Marketing Plan	50	35	37	41	41	44	41	38
Value Added Attributes	75	58	52	64	64	62	70	59
Warranty Coverages and Information	50	37	39	40	42	45	42	38
Selection and Variety of Products and Services Offered	200	161	164	169	160	172	169	167
Total Points	1,000	789	788	851	772	839	797	770
Rank Order		4	5	1	6	2	3	7

DocuSigned by: Kim Austin 6830543C58384D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by: 0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by: Stephanie Haataja 755BA3F379B5409...
Steff Haataja, CPIM, Procurement Analyst

DocuSigned by: Nick Scholer 4513A60DCA01467...
Nick Scholer, Procurement Analyst

CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to- use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):
Remitting by check:
CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:
Beneficiary: CXT, Inc.
Beneficiary Bank: PNC Bank, Pittsburgh, PA
Account: 1077766885 ABA/Routing: 043000096
Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at http://www.cxtinc.com.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

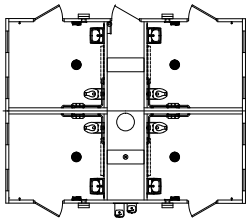
9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.
- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.
- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

ARAPAHOE — 20' x 26'

Arapahoe with chase has four family assist fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

		Price Per Unit		
Base Price		$ 175,338.00		$ 175,338.00
Added Cost Options			**Click to Select**	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one*	◯ Split Face Block ($5,500) ◯ Stone ($7,000) Reset Wall Texture			
Optional Roof Texture (per section)	☐ Ribbed Metal	$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 4	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 4	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 4	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 4	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 4	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 4	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 4	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 4	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 5	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 175,338.00

Estimated monthly payment on 5 year lease ***$3,524.29***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Da

CHEYENNE — 33' x 26'

Cheyenne with chase has two multiuser restrooms with four separate shower rooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water heater, modular shower units, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

		Price Per Unit		
Base Price		$ 279,477.00		$ 279,477.00
Added Cost Options			Click to Select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 5	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 4	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 5	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Coin Operated Shower Control (each)	Qty: 4	$ 2,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 5	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 3	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Bill Changer (each)	Qty: 1	$ 6,750.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 6	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 7	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 6	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 279,477.00

Estimated monthly payment on 5 year lease ***$5,617.49***

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

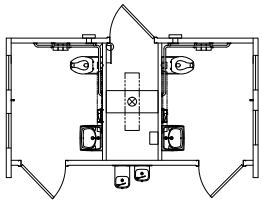
Company Representative Da

Sourcewell Awarded Contract

CORTEZ — 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

*Base Price $ 65,718.00

Optional Sections

Restroom* $65,718.00 Qty: = $0.00

Shower* $79,479.00 Qty: = $0.00

Family Assist Shower/Restroom Combo* $76,680.00 Qty: = $0.00

Storage $60,840.00 Qty: = $0.00

Concession* $76,194.00 Qty: = $0.00

**Includes 4-gallon water heater.*

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)			Reset Wall Texture	0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty:	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty:	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty:	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty:	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 65,718.00

Estimated monthly payment on 5 year lease ***$1,320.93***

Disclaimer: Please call to confirm selected sections are compatible.

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

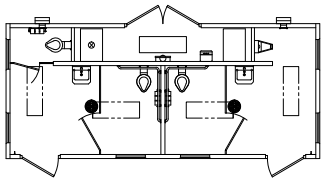
Company Name

Company Representative D

DAKOTA — 11' x 26'

Dakota with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





CXT
800.696.5766
cxtinc.com

		Price Per Unit	Click to Select	
Base Price		$ 109,566.00		$ 109,566.00
Added Cost Options				
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one*	○ Split Face Block ($5,500) ○ Custom Texture ($7,000)		Reset Wall Texture	
Optional Roof Texture	☐ Ribbed Metal	$ 5,500.00		0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 4	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 109,566.00

Estimated monthly payment on 5 year lease ***$2,202.28***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

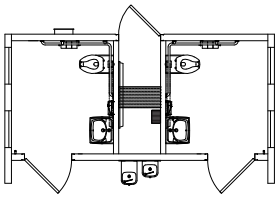
Company Name

Company Representative Da

DENALI — 10' 3" x 17' 2"

Denali with chase has two single user fully accessible flush restrooms. Standard features include simulated board and batt upper and Napa Valley rock lower textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.





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*Base Price $ 86,553.00

Optional Sections

Restroom* $86,553.00 Qty: = $0.00

Family Assist Shower/Restroom Combo* $97,020.00 Qty: = $0.00

Concession* $95,922.00 Qty: = $0.00

Shower* $100,305.00 Qty: = $0.00

Storage $82,764.00 Qty: = $0.00

**Includes 4-gallon water heater.*

Total for Optional Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Custom Wall Texture (per section)		7,000.00	☐	0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty:	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty:	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty:	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty:	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty:	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors, frames and front window frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty:	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
		Total for Added Cost Options:		$ 0.00
Custom Options:				$
		Engineering and State Fees:		$
		Estimated One-Way Transportation Costs to Site (quote):		$
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 86,553.00

Disclaimer: Please call to confirm selected sections are compatible.

Estimated monthly payment on 5 year lease ***$1,739.72***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

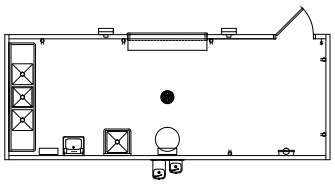
Company Name

Company Representative Date

FONTANA — 10' x 26'

Fontana concession building with standard features that include simulated barnwood textured walls, simulated cedar shake textured roof, interior and exterior lights, 30-gallon water heater, three-compartment stainless steel sink, roll up concession window, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 98,604.00		$ 98,604.00
Added Cost Options			**Click to Select**	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)		Reset Wall Texture		
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heater		$ 19,500.00	☐	0.00
Skylight (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight (each)	Qty: 2	$ 2,450.00	☐	0.00
Marine Package (excluding fiberglass doors and frames)		$ 2,350.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 1	$ 1,500.00	☐	0.00
Composite Mop Sink (each)	Qty: 1	$ 3,500.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure		$ 700.00	☐	0.00
Fiberglass Door and Frame		$ 3,300.00	☐	0.00
Timed Electric Lock System		$ 1,350.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 98,604.00

Estimated monthly payment on 5 year lease ***$1,981.94***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

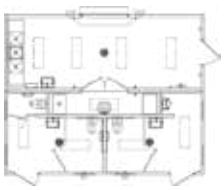
Company Name

Company Representative D

KEYSTONE — 23' x 26'

Keystone with chase has two multiuser restrooms with a concession. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, interior and exterior lights, vitreous china fixtures in restrooms, 30-gallon water heater, three compartment stainless steel sink in concession area, roll-up concession window, off loaded, and set up at site.





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		Price Per Unit	Click to Select	
Base Price		$ 200,556.00		$ 200,556.00
Added Cost Options				
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ◯ Split Face Block ($5,500) ◯ Custome Texture ($7,000) Reset Wall Texture				
Optional Roof Texture (per section) ☐ Ribbed Meal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Stainless Steel Lavatory in Concession (each)	Qty: 1	$ 1,500.00	☐	0.00
Composite Mop Sink in Concession (each)	Qty: 1	$ 3,500.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 5	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 200,556.00

Estimated monthly payment on 5 year lease ***$4,031.18***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

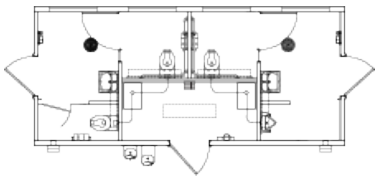
Company Name

Company Representative Da

KODIAK — 10’ 6” x 23’ 8”

Kodiak with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 104,085.00		$ 104,085.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)		Reset Wall Texture		
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 104,085.00

Estimated monthly payment on 5 year lease ***$2,092.11***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Da

MALIBU — 25' 8" x 26' 4"

Malibu with chase has two multiuser restrooms and a concession. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, interior and exterior lights, vitreous china fixtures in restrooms, 30-gallon water heater, three compartment stainless steel sink in concession area, roll-up concession window, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 252,072.00		$ 252,072.00
Added Cost Options			Click to Select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section) - *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
"Front Porch" Style Privacy Screen		$ 1,630.00	☐	0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Stainless Steel Lavatory in Concession (each)	Qty: 1	$ 1,500.00	☐	0.00
Composite Mop Sink in Concession (each)	Qty: 1	$ 3,500.00	☐	0.00
Marine Package *(except for fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 252,072.00

Estimated monthly payment on 5 year lease ***$5,066.65***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

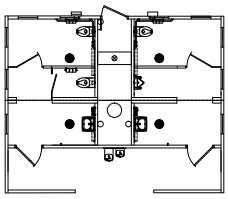
Company Name

Company Representative D

MONTROSE w/PRIVACY SCREEN — 15' 8" x 26' 4"

Montrose with privacy screen and chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.





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		Price Per Unit	Click to Select	
Base Price		$ 164,376.00		$ 164,376.00
Added Cost Options				
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
"Front Porch" Style Privacy Screen		$ 3,000.00	☐	0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 3	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 3	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Flush Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 164,376.00

Estimated monthly payment on 5 year lease ***$3,303.96***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

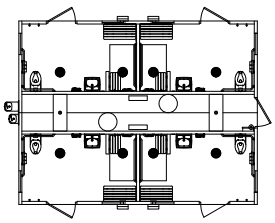
Company Name

Company Representative Da

NAVAJO — 20' x 26'

Navajo with chase has four family assist, fully accessible restrooms with showers. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water heater, modular shower units, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 197,262.00		$ 197,262.00
Added Cost Options			Click to Select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one*	◯ Split Face Block ($5,500) ◯ Stone ($7,000)		Reset Wall Texture	
Optional Roof Texture (per section)	☐ Ribbed Metal	$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 4	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 4	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 4	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 4	$ 1,500.00	☐	0.00
Coin Operated Shower Control (each)	Qty: 4	$ 2,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 4	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 4	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 4	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 4	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Bill Changer (each)	Qty: 1	$ 6,750.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 5	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 5	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 4	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 197,262.00

Estimated monthly payment on 5 year lease ***$3,964.97***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

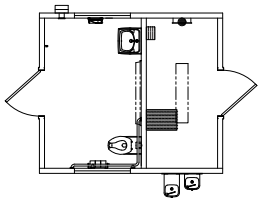
Company Name

Company Representative Da

OZARK I — 10’ 6” x 12’

Ozark I with chase has one single user fully accessible flush restroom. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





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	Price Per Unit		
Base Price	$ 52,569.00		$ 52,569.00
Added Cost Options		Click to Select	
Final Connection to Utilities	$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ○ Split Face Block ($5,500) ○ Stone ($7,000)		Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal	$ 5,500.00		0.00
Insulation and Heater	$ 19,500.00	☐	0.00
Vitreous China Urinal	$ 750.00	☐	0.00
Stainless Steel Water Closet & Lavatory	$ 3,250.00	☐	0.00
Stainless Steel Urinal	$ 1,500.00	☐	0.00
Electric Hand Dryer	$ 700.00	☐	0.00
Electronic Flush Valve	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet	$ 1,500.00	☐	0.00
Electronic Urinal Flush Valve	$ 1,500.00	☐	0.00
Paper Towel Dispenser	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle	$ 100.00	☐	0.00
Baby Changing Table	$ 750.00	☐	0.00
Skylight in Restroom	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*	$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating	$ 4,000.00	☐	0.00
Optional Door Closure	$ 450.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box	$ 1,200.00	☐	0.00
		Total for Added Cost Options:	$ 0.00
Custom Options:			$
		Engineering and State Fees:	$
		Estimated One-Way Transportation Costs to Site (quote):	$
		Estimated Tax:	$
		Total Cost per Unit Placed at Job Site:	$ 52,569.00

Estimated monthly payment on 5 year lease ***$1,056.64***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

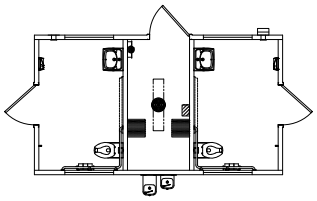
Company Name

Company Representative Da

OZARK II — 10' 6" x 18' 8"

Ozark II with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 74,493.00		$ 74,493.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heater		$ 19,500.00	☐	0.00
Vitreous China Urinal (each)	Qty: 1	$ 750.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Urinal Flush Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
		Total for Added Cost Options:		$ 0.00
Custom Options:				$
		Engineering and State Fees:		$
		Estimated One-Way Transportation Costs to Site (quote):		$
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 74,493.00

Estimated monthly payment on 5 year lease ***$1,497.31***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

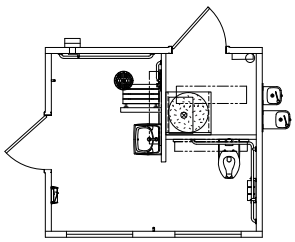
Company Name

Company Representative Da

PIONEER — 10’ 6” x 12’

Pioneer with chase is a single user, fully accessible restroom with shower. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water heater, modular shower units, off loaded, and set up at site.





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			Price Per Unit		
Base Price			$ 58,005.00		$ 58,005.00
Added Cost Options				Click to Select	
Final Connection to Utilities			$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one*	◯ Split Face Block ($5,500)	◯ Stone ($7,000)		Reset Wall Texture	
Optional Roof Texture	☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heater			$ 19,500.00	☐	0.00
Stainless Steel Water Closet			$ 1,750.00	☐	0.00
Stainless Steel Lavatory			$ 1,500.00	☐	0.00
Electric Hand Dryer			$ 700.00	☐	0.00
Electronic Flush Valve			$ 1,500.00	☐	0.00
Electronic Lavatory Faucet			$ 1,500.00	☐	0.00
Coin Operated Shower Control			$ 2,500.00	☐	0.00
Paper Towel Dispenser			$ 350.00	☐	0.00
Toilet Seat Cover Dispenser			$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle			$ 100.00	☐	0.00
Baby Changing Table			$ 750.00	☐	0.00
Skylight in Restroom			$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom			$ 2,450.00	☐	0.00
Bill Changer			$ 6,750.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt			$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating			$ 4,000.00	☐	0.00
Optional Door Closure (each)		Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames			$ 3,300.00	☐	0.00
Timed Electric Lock System (does not include chase door)			$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box			$ 1,200.00	☐	0.00
				Total for Added Cost Options:	$ 0.00
Custom Options:					$
				Engineering and State Fees:	$
				Estimated One-Way Transportation Costs to Site (quote):	$
				Estimated Tax:	$
				Total Cost per Unit Placed at Job Site:	$ 58,005.00

Estimated monthly payment on 5 year lease ***$1,165.90***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

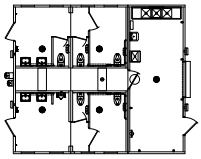
Company Name

Company Representative Da

POMONA — 30' x 26'

Pomona with chase has two multiuser restrooms with a concession. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, interior and exterior lights, vitreous china fixtures in restrooms, 30-gallon water heater, three compartment stainless steel sink in concession area, roll-up concession window, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 273,996.00		$ 273,996.00
Added Cost Options			Click to Select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 5	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 4	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 4	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Urinal Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 3	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 5	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 3	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Stainless Steel Lavatory in Concession (each)	Qty: 1	$ 1,500.00	☐	0.00
Composite Mop Sink in Concession (each)	Qty: 1	$ 3,500.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 273,996.00

Estimated monthly payment on 5 year lease ***$5,507.32***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

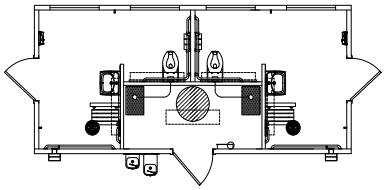
Company Name

Company Representative Da

RAINIER — 10’ 6” x 23’ 8”

Rainier with chase has two fully accessible restrooms with showers. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, hot water heater, modular shower units, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 108,477.00		$ 108,477.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Stainless Steel Water Closet (each)	Qty: 2	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 2	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 2	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 2	$ 1,500.00	☐	0.00
Coin Operated Shower Control (each)	Qty: 2	$ 2,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 2	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 2	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 2	$ 2,450.00	☐	0.00
Bill Changer (each)	Qty: 1	$ 6,750.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 108,477.00

Estimated monthly payment on 5 year lease ***$2,180.39***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Da

SANTIAGO

Custom building where you can match sections to meet your needs. Sections include restroom, shower, concession, storage, and combination configurations. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



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Sections

Restroom*	$89,343.00	Qty:	= $ 0.00	Shower*	$106,128.00	Qty:	= $ 0.00
Family Assist Restroom*	$89,343.00	Qty:	= $ 0.00	Concession*	$100,539.00	Qty:	= $ 0.00
Family Assist Shower*	$100,512.00	Qty:	= $ 0.00	Multiuser Room	$81,495.00	Qty:	= $ 0.00

**Includes 4-gallon water heater.*

Total Sections $ 0.00

Added Cost Options		Price per unit	Click to select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section) - *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)		Reset Wall Texture		0.00
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Porch/Wing Wall		$ 78,732.00	☐	0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty:	$ 1,750.00		0.00
Stainless Steel Lavatory (each)	Qty:	$ 1,500.00		0.00
Stainless Steel Urinal (each)	Qty:	$ 1,500.00		0.00
Electric Hand Dryer (each)	Qty:	$ 700.00		0.00
Electronic Flush Valve (each)	Qty:	$ 1,500.00		0.00
Electronic Lavatory Faucet (each)	Qty:	$ 1,500.00		0.00
Electronic Urinal Flush Valve (each)	Qty:	$ 1,500.00		0.00
Paper Towel Dispenser (each)	Qty:	$ 350.00		0.00
Toilet Seat Cover Dispenser (each)	Qty:	$ 350.00		0.00
Sanitary Napkin Disposal Receptacle (each)	Qty:	$ 100.00		0.00
Baby Changing Table (each)	Qty:	$ 750.00		0.00
Skylight in Restroom (each)	Qty:	$ 1,600.00		0.00
Marine Grade Skylight in Restroom (each)	Qty:	$ 2,450.00		0.00
Marine Package (excluding fiberglass doors and frames) (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty:	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty:	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty:	$ 3,300.00		0.00
Timed Electric Lock System (does not include chase door) (each)	Qty:	$ 1,350.00		0.00
Exterior Frostproof Hose Bib with Box (each)	Qty:	$ 1,200.00	☐	0.00
		Total for Added Cost Options:		$ 0.00
Custom Options:				$
		Engineering and State Fees:		$
		Estimated One-Way Transportation Costs to Site (quote):		$
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 0.00

Sourcewell Awarded Contract

Estimated monthly payment on 5 year lease ***$0.00***

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

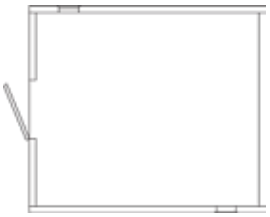
Company Name

Company Representative D

SCHWEITZER — 10.5’ up to 12’

Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, 3068 steel 16-gauge galvanized door with latch and deadbolt, door holder, threshold, door sweep/seal, weather strip, operable wall vents, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 32,346.00		$ 32,346.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heater		$ 19,500.00	☐	0.00
Flat Roof		$ 2,000.00	☐	0.00
Electric Package [includes 4’ LED light fixture, switch, 1 LED exterior light photocell controlled, 100 amp breaker panel, louvered exhaust fan, intake with hood, GFI] (each)	Qty: 1	$ 7,000.00	☐	0.00
Interior Light (each)	Qty: 1	$ 1,250.00	☐	0.00
Exterior Light (each)	Qty: 1	$ 750.00	☐	0.00
10’6” Internal Concrete Wall (each)	Qty: 1	$ 3,500.00	☐	0.00
Blockout [greater than 4 sq. ft. subject to engineering] (each)	Qty: 1	$ 500.00	☐	0.00
Skylight (each)	Qty: 1	$ 1,600.00	☐	0.00
Marine Grade Skylight (each)	Qty: 1	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Replace Standard Door with 6068 Double Door (each)	Qty: 1	$ 1,750.00	☐	0.00
Additional 3068 Door with Hardware (each)	Qty: 1	$ 1,750.00	☐	0.00
Fiberglass Doors and Frames (each)	Qty: 1	$ 3,300.00	☐	0.00
Optional Door Closure (each)	Qty: 1	$ 700.00	☐	0.00
Timed Electric Lock System (each)	Qty: 1	$ 1,350.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Wall Vent (each)	Qty: 1	$ 400.00	☐	0.00
Door Awning (each)	Qty: 1	$ 750.00	☐	0.00
Steel Framed Lexan Window [MS-4] (each)	Qty: 1	$ 450.00	☐	0.00
6’ Roll-up Door (each)	Qty: 1	$ 8,000.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 32,346.00

Estimated monthly payment on 5 year lease ***$650.15***

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Date

SCHWEITZER — 10.5' x 12' up to 20'

Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, 3068 steel 16-gauge galvanized door with latch and deadbolt, door holder, threshold, door sweep/seal, weather strip, operable wall vents, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 47,484.00		$ 47,484.00
Added Cost Options			Click to Select	
Final Connection to Utilities		$ 5,000.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heater		$ 19,500.00	☐	0.00
Flat Roof		$ 2,000.00	☐	0.00
Electric Package [includes 4' LED light fixture, switch, 1 LED exterior light photocell controlled, 100 amp breaker panel, louvered exhaust fan, intake with hood, GFI] (each)	Qty: 1	$ 7,000.00	☐	0.00
Interior Light (each)	Qty: 1	$ 1,250.00	☐	0.00
Exterior Light (each)	Qty: 1	$ 750.00	☐	0.00
10'6" Internal Concrete Wall (each)	Qty: 1	$ 3,500.00	☐	0.00
Blockout [greater than 4 sq. ft. subject to engineering] (each)	Qty: 1	$ 500.00	☐	0.00
Skylight (each)	Qty: 1	$ 1,600.00	☐	0.00
Marine Grade Skylight (each)	Qty: 1	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 2,350.00	☐	0.00
Replace Standard Door with 6068 Double Door (each)	Qty: 1	$ 1,750.00	☐	0.00
Additional 3068 Door with Hardware (each)	Qty: 1	$ 1,750.00	☐	0.00
Fiberglass Doors and Frames (each)	Qty: 1	$ 3,300.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Timed Electric Lock System (each)	Qty: 1	$ 1,350.00	☐	0.00
2K Anti-Graffiti Coating		$ 4,000.00	☐	0.00
Wall Vent (each)	Qty: 1	$ 400.00	☐	0.00
Door Awning (each)	Qty: 1	$ 750.00	☐	0.00
Steel Framed Lexan Window [MS-4] (each)	Qty: 1	$ 450.00	☐	0.00
6' Roll-up Door (each)	Qty: 1	$ 8,000.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 47,484.00

Estimated monthly payment on 5 year lease ***$954.43***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

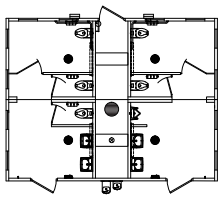
Company Name

Company Representative Date

TAOS — 20' X 26'

Taos with chase has two multiuser fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 30-gallon water heater, interior and exterior lights, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 175,338.00		$ 175,338.00
Added Cost Options			Click to Select	
Final Connection to Utilities (per section)		$ 5,000.00	☐	0.00
Optional Wall Texture (per section)- *choose one* ◯ Split Face Block ($5,500) ◯ Stone ($7,000)			Reset Wall Texture	
Optional Roof Texture (per section) ☐ Ribbed Metal		$ 5,500.00		0.00
Insulation and Heaters (per section)		$ 19,500.00	☐	0.00
Stainless Steel Water Closet (each)	Qty: 5	$ 1,750.00	☐	0.00
Stainless Steel Lavatory (each)	Qty: 4	$ 1,500.00	☐	0.00
Stainless Steel Urinal (each)	Qty: 1	$ 1,500.00	☐	0.00
Electric Hand Dryer (each)	Qty: 2	$ 700.00	☐	0.00
Electronic Flush Valve (each)	Qty: 5	$ 1,500.00	☐	0.00
Electronic Lavatory Faucet (each)	Qty: 4	$ 1,500.00	☐	0.00
Electronic Urinal Flush Valve (each)	Qty: 1	$ 1,500.00	☐	0.00
Paper Towel Dispenser (each)	Qty: 2	$ 350.00	☐	0.00
Toilet Seat Cover Dispenser (each)	Qty: 5	$ 350.00	☐	0.00
Sanitary Napkin Disposal Receptacle (each)	Qty: 3	$ 100.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Skylight in Restroom (each)	Qty: 4	$ 1,600.00	☐	0.00
Marine Grade Skylight in Restroom (each)	Qty: 4	$ 2,450.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)* (per section)		$ 2,350.00	☐	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each)	Qty: 1	$ 5,600.00	☐	0.00
2K Anti-Graffiti Coating (per section)		$ 4,000.00	☐	0.00
Optional Door Closure (each)	Qty: 2	$ 700.00	☐	0.00
Fiberglass Entry and Chase Doors and Frames (each)	Qty: 3	$ 3,300.00	☐	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)	Qty: 2	$ 1,350.00	☐	0.00
Exterior Frostproof Hose Bib with Box (each)	Qty: 1	$ 1,200.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 175,338.00

Estimated monthly payment on 5 year lease ***$3,524.29***

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Da

OPTIONS

Exterior Color(s) *(For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)*

_____ Amber Rose	_____ Berry Mauve	_____ Buckskin	_____ Cappuccino Cream
_____ Charcoal Grey	_____ Coca Milk	_____ Evergreen	_____ Georgia Brick
_____ Golden Beige	_____ Granite Rock	_____ Hunter Green	_____ Java Brown
_____ Liberty Tan	_____ Malibu Taupe	_____ Mocha Caramel	_____ Natural Honey
_____ Nuss Brown	_____ Oatmeal Buff	_____ Pueblo Gold	_____ Raven Black
_____ Rich Earth	_____ Rosewood	_____ Sage Green	_____ Salsa Red
_____ Sand Beige	_____ Sun Bronze	_____ Toasted Almond	_____ Western Wheat

Special roof color # _____

Special wall color # _____

Special trim color # _____

Rock Color

☐ Basalt ☐ Mountain Blend ☐ Natural Grey ☐ Romana

Roof Texture

☐ Cedar Shake ☐ Ribbed Metal

Wall Texture(s) *(For single color mark an X. For top and bottom textures use T = Top and B = Bottom.)*

_____ Barnwood	_____ Horizontal Lap	Can only be used as bottom texture	
_____ Split Face Block	_____ Board & Batt	_____ Napa Valley Rock	_____ River Rock
_____ Stucco/Skip Trowel	_____ Brick	_____ Flagstone	

(Textures not included in CXT's quote are additional cost.)

Door Opener

☐ Non-locking ADA Handle ☐ Privacy ADA Latch ☐ Pull Handle/Push Plate

Deadbolt ☐

Accessible Signage

☐ Men ☐ Women ☐ Unisex

Toilet Paper Holder

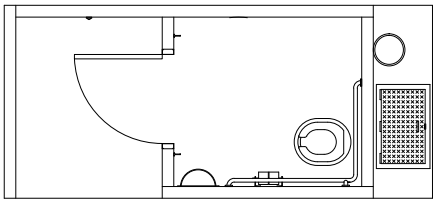
☐ 2-Roll Stainless Steel ☐ 3-Roll Stainless Steel

Notes:

CASCADIAN — 6′ 6″ x 14′ 8″

Cascadian is a single vault style restroom. Standard features include polyethylene lined concrete vault, simulated board and batt upper and lap siding lower textured walls, simulated cedar shake textured roof, off loaded and set up at site.





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	Price Per Unit		
Base Price	$ 27,585.00		$ 27,585.00
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)	$ 4,500.00	☐	0.00
Custom Wall Texture	$ 6,000.00	☐	0.00
Optional Roof Texture ☐ Ribbed Metal	$ 3,500.00		0.00
Insulated Roof Panel	$ 1,800.00	☐	0.00
Room Wastebasket	$ 250.00	☐	0.00
Stainless Steel Riser	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser	$ 150.00	☐	0.00
Baby Changing Table	$ 750.00	☐	0.00
Fiberglass Door and Frame	$ 3,300.00	☐	0.00
Owl Guard	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass door and frame)*	$ 4,500.00	☐	0.00
Solar Light Kit	$ 1,200.00	☐	0.00
Solar Fan Kit	$ 1,200.00	☐	0.00
Rain Vent Cap	$ 150.00	☐	0.00
Timed Lock System	$ 1,350.00	☐	0.00
	Total for Added Cost Options:		$ 0.00
Custom Options:			$
	Engineering and State Fees:		$
	Estimated One-Way Transportation Costs to Site (quote):		$
	Estimated Tax:		$
	Total Cost per Unit Placed at Job Site:		$ 27,585.00

Estimated monthly payment on 5 year lease ***$543.50***

Other Options

One Color: (select one)

Two-Tone Color:
Walls (select one)
Roof (select one)

Floor Plan: (select one)

Deadbolt Lock: ☐

Toilet Paper Holder: (select one)

Privacy Latch ADA Handle: ☐

Signage:
☐ Men ☐ Women ☐ Unisex ☐ Accessible

**Building includes restroom signs in Braille and roman lettering.*

Wall Vent Location: *(upon entering door)*
☐ Right Side ☐ Left Side ☐ Rear ☐ Door

Notes:

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

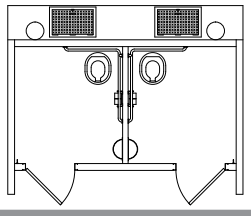
Company Name

Company Representative Da

DOUBLE CASCADIAN — 11' 11" x 14' 4"

Double Cascadian is a double vault style restroom. Standard features include two polyethylene lined concrete vaults, simulated board and batt upper and lap siding lower textured walls, simulated cedar shake textured roof, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 45,261.00		$ 45,261.00
Added Cost Options			Click to Select	
Earth Work (includes excavation, backfill and cleanup)		$ 6,500.00	☐	0.00
Chase Option		$ 6,500.00	☐	0.00
Custom Wall Texture		$ 7,500.00	☐	0.00
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulated Roof Panel (per room)	Qty: 2	$ 1,800.00	☐	0.00
Room Wastebasket (each)	Qty: 2	$ 250.00	☐	0.00
Stainless Steel Riser (each)	Qty: 2	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser (each)	Qty: 2	$ 150.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Fiberglass Doors and Frames (each)		$ 3,300.00	☐	
Owl Guard (each)	Qty: 2	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 6,500.00	☐	0.00
Solar Light Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Solar Fan Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Rain Vent Cap (each)	Qty: 2	$ 150.00	☐	0.00
Timed Lock System (each)	Qty: 2	$ 1,350.00	☐	0.00
Conduit Junction Box (chase only)		$ 1,000.00	☐	0.00
Electric Light Package (chase only)		$ 10,000.00	☐	0.00
		Total for Added Cost Options:		$ 0.00
Custom Options:				$
		Engineering and State Fees:		$
		Estimated One-Way Transportation Costs to Site (quote):		$
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 45,261.00

Estimated monthly payment on 5 year lease ***$909.75***

Other Options

One Color: (select one)

Two-Tone Color:
Walls (select one)
Roof (select one)

Deadbolt Lock: ☐
Privacy Latch ADA Handle: ☐

Toilet Paper Holders: (select one)

Signage:
☐ Men ☐ Women ☐ Unisex ☐ Accessible

**Building includes restroom signs in Braille and roman lettering.*

Wall Vent Location: *(upon entering door)*
☐ Right Side ☐ Left Side ☐ Rear ☐ Door

Notes:

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

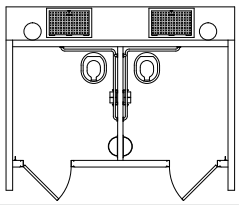
Company Name

Company Representative Date

DOUBLE ROCKY MOUNTAIN — 11' 11" x 14' 4"

Double Rocky Mountain is a double vault style restroom. Standard features include two polyethylene lined concrete vaults, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded, and set up at site.





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		Price Per Unit		
Base Price		$ 51,651.00		$ 51,651.00
Added Cost Options			Click to Select	
Earth Work (includes excavation, backfill and cleanup)		$ 6,500.00	☐	0.00
Chase Option		$ 6,500.00	☐	0.00
Custom Wall Texture		$ 7,500.00	☐	0.00
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulated Roof Panel (per room)	Qty: 2	$ 1,800.00	☐	0.00
Room Wastebasket (each)	Qty: 2	$ 250.00	☐	0.00
Stainless Steel Riser (each)	Qty: 2	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser (each)	Qty: 2	$ 150.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Fiberglass Doors and Frames (each)		$ 6,600.00	☐	
Owl Guard (each)	Qty: 2	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames, and front window frames)*		$ 6,500.00	☐	0.00
Solar Light Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Solar Fan Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Rain Vent Cap (each)	Qty: 2	$ 150.00	☐	0.00
Timed Lock System (each)	Qty: 2	$ 1,350.00	☐	0.00
Conduit Junction Box (chase only)		$ 1,000.00	☐	0.00
Electric Light Package (chase only)		$ 10,000.00	☐	0.00
		Total for Added Cost Options:		$ 0.00
Custom Options:				$
		Engineering and State Fees:		$
		Estimated One-Way Transportation Costs to Site (quote):		$
		Estimated Tax:		$
		Total Cost per Unit Placed at Job Site:		$ 51,651.00

Estimated monthly payment on 5 year lease ***$1,038.19***

Other Options

One Color: (select one)

Two-Tone Color:
Walls (select one)
Roof (select one)

Top Section: (select one)

Bottom Section: (select one)

Rock Color: (select one)

Toilet Paper Holders: (select one)

Deadbolt Lock: ☐

Privacy Latch ADA Handle: ☐

Signage:
☐ Men ☐ Women ☐ Unisex ☐ Accessible

Wall Vent Location: *(upon entering door)*
☐ Right Side ☐ Left Side ☐ Rear ☐ Door

**Building includes restroom signs in Braille and roman lettering.*

Notes:

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

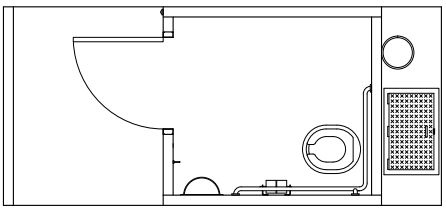
Company Name

Company Representative Date

GUNNISON — 6' 6" x 14' 8"

Gunnison is a single vault style restroom. Standard features include polyethylene lined concrete vault, simulated barnwood textured walls, simulated cedar shake textured roof, off loaded, and set up at site.





CXT
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	Price Per Unit		
Base Price	$ 23,436.00		$ 23,436.00
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)	$ 4,500.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($3,500) ◯ Stone ($5,000) ◯ Custom Texture ($6,000)		Reset Wall Texture	0.00
Optional Roof Texture ☐ Ribbed Metal	$ 3,500.00		0.00
Insulated Roof Panel	$ 1,800.00	☐	0.00
Room Wastebasket	$ 250.00	☐	0.00
Stainless Steel Riser	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser	$ 150.00	☐	0.00
Baby Changing Table	$ 750.00	☐	0.00
Fiberglass Door	$ 3,300.00	☐	0.00
Owl Guard	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass door and frame)*	$ 4,500.00	☐	0.00
Solar Light Kit	$ 1,200.00	☐	0.00
Solar Fan Kit	$ 1,200.00	☐	0.00
Rain Vent Cap	$ 150.00	☐	0.00
Timed Lock System	$ 1,350.00	☐	0.00
		Total for Added Cost Options:	$ 0.00
Custom Options:			$
		Engineering and State Fees:	$
		Estimated One-Way Transportation Costs to Site (quote):	$
		Estimated Tax:	$
		Total Cost per Unit Placed at Job Site:	$ 23,436.00

Estimated monthly payment on 5 year lease ***$471.06***

Other Options

One Color: (select one)

Two-Tone Color: Walls (select one) Roof (select one)

Top Section: (select one)

Bottom Section: (select one)

Rock Color: (select one)

Floor Plan: (select one)

Toilet Paper Holder: (select one)

Deadbolt Lock: ☐

Privacy Latch ADA Handle: ☐

Signage:

☐ Men ☐ Women ☐ Unisex ☐ Accessible

Wall Vent Location: *(upon entering door)*

☐ Right Side ☐ Left Side ☐ Rear ☐ Door

Sourcewell Awarded Contract

**Building includes restroom signs in Braille and roman lettering.*

Notes:

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

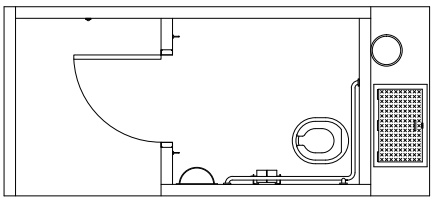
Company Name

Company Representative Date

ROCKY MOUNTAIN — 6' 6" x 14' 8"

Rocky Mountain is a single vault style restroom. Standard features include polyethylene lined concrete vault, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded and set up at site.





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	Price Per Unit		
Base Price	$ 31,419.00		$ 31,419.00
Added Cost Options		Click to Select	
Earth Work (includes excavation, backfill and cleanup)	$ 4,500.00	☐	0.00
Custom Wall Texture	$ 6,000.00	☐	0.00
Optional Roof Texture ☐ Ribbed Metal	$ 3,500.00		0.00
Insulated Roof Panel	$ 1,800.00	☐	0.00
Room Wastebasket	$ 250.00	☐	0.00
Stainless Steel Riser	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser	$ 150.00	☐	0.00
Baby Changing Table	$ 750.00	☐	0.00
Fiberglass Doors	$ 3,300.00	☐	0.00
Owl Guard	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames, and front window frames)*	$ 4,500.00	☐	0.00
Solar Light Kit	$ 1,200.00	☐	0.00
Solar Fan Kit	$ 1,200.00	☐	0.00
Rain Vent Cap	$ 150.00	☐	0.00
Timed Lock System	$ 1,350.00	☐	0.00
	Total for Added Cost Options:		$ 0.00
Custom Options:			$
	Engineering and State Fees:		$
	Estimated One-Way Transportation Costs to Site (quote):		$
	Estimated Tax:		$
	Total Cost per Unit Placed at Job Site:		$ 31,419.00

Estimated monthly payment on 5 year lease ***$631.52***

Other Options

One Color: (select one)

Two-Tone Color:
Walls (select one)
Roof (select one)

Top Section: (select one)

Floor Plan: (select one)

Bottom Section: (select one)

Rock Color: (select one)

Toilet Paper Holder: (select one)

Deadbolt Lock: ☐

Privacy Latch ADA Handle: ☐

Signage:
☐ Men ☐ Women ☐ Unisex ☐ Accessible

Wall Vent Location: *(upon entering door)*
☐ Right Side ☐ Left Side ☐ Rear ☐ Door

Sourcewell Awarded Contract

**Building includes restroom signs in Braille and roman lettering.*

Notes:

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

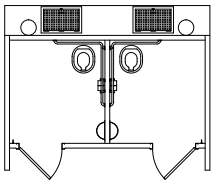
Company Name

Company Representative Da

TIOGA — 11' 11" x 14' 4"

Tioga Special is a double vault style restroom. Standard features include two polyethylene lined concrete vaults, simulated barnwood textured walls, simulated cedar shake textured roof, off loaded, and set up at site.





CXT
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		Price Per Unit		
Base Price		$ 42,066.00		$ 42,066.00
Added Cost Options			Click to Select	
Earth Work (includes excavation, backfill and cleanup)		$ 6,500.00	☐	0.00
Chase Option		$ 6,500.00	☐	0.00
Optional Wall Texture- *choose one* ◯ Split Face Block ($5,000) ◯ Stone ($7,000) ◯ Custom Texture ($7,500)			Reset Wall Texture	0.00
Optional Roof Texture ☐ Ribbed Metal		$ 5,500.00		0.00
Insulated Roof Panel (per room)	Qty: 2	$ 1,800.00	☐	0.00
Room Wastebasket (each)	Qty: 2	$ 250.00	☐	0.00
Stainless Steel Riser (each)	Qty: 2	$ 2,500.00	☐	0.00
Hand Sanitizer Dispenser (each)	Qty: 2	$ 150.00	☐	0.00
Baby Changing Table (each)	Qty: 2	$ 750.00	☐	0.00
Fiberglass Doors and Frames (each)		$ 3,300.00	☐	
Owl Guard (each)	Qty: 2	$ 150.00	☐	0.00
Marine Package *(excluding fiberglass doors and frames)*		$ 6,500.00	☐	0.00
Solar Light Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Solar Fan Kit (per room)	Qty: 2	$ 1,200.00	☐	0.00
Rain Vent Cap (each)	Qty: 2	$ 150.00	☐	0.00
Timed Lock System (each)	Qty: 2	$ 1,350.00	☐	0.00
Conduit Junction Box (chase only)		$ 1,000.00	☐	0.00
Electric Light Package (chase only)		$ 10,000.00	☐	0.00
			Total for Added Cost Options:	$ 0.00
Custom Options:				$
			Engineering and State Fees:	$
			Estimated One-Way Transportation Costs to Site (quote):	$
			Estimated Tax:	$
			Total Cost per Unit Placed at Job Site:	$ 42,066.00

Estimated monthly payment on 5 year lease ***$845.53***

Other Options

One Color: (select one)

Two-Tone Color:
Walls (select one)
Roof (select one)

Top Section: (select one)

Bottom Section: (select one)

Rock Color: (select one)

Toilet Paper Holder: (select one)

Deadbolt Lock: ☐ Privacy Latch ADA Handle: ☐

Signage:
☐ Men ☐ Women ☐ Unisex ☐ Accessible

**Building includes restroom signs in Braille and roman lettering.*

Wall Vent Location: *(upon entering door)*
☐ Right Side ☐ Left Side ☐ Rear ☐ Door

Notes:

Sourcewell Awarded Contract

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative Date

I accept this quote. Please process this order.

Company Name

Company Representative Da

Quote #: JCHA1030IF-1

CXT®, Inc. an L.B. Foster Company

Mailing Address:
CXT Incorporated, an LBFoster Co.
606 N. Pines Road, Suite 202
Spokane Valley, WA 99206

Phone: (800) 696-5766
Fax: (509) 928-8220
Date: 04/23/2025

To: **City of New Smyrna Beach**
210 Sams Avenue
New Smyrna Beach, FL 32168
Attention: Jesse Kobe
Phone: (386) 410-2613

Re: Price based off Sourcewell Contract 081721-CXT

Our quotation for the Cortez Flush Building building is as follows:

	Per Building
Cortez double flush toilet building with standard simulated cedar shake roof and barnwood wall or other wall texture, two tone color, marine package, three 16-guage galvanized steel doors and frames with Trilogy timed elec door lock system, vitreous china plumbing fixtures (2-lavatories, 2-water closets), Emax hot water heater, soap dispensers, Saniflow hand dryers, two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, Elkay ADA drinking fountain with bottle filler, motion controlled interior lights and photo cell controlled exterior lights.	$110,374.30
Freight	
	$110,374.30

FOB: Freight
FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the New Smyrna Beach, FL area. Final connection of utilities included.

Terms: Net 30 days subject to corporate credit approval.

Shipment: Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.
The entire sales cycle from PO to delivery is within 180 days.

Notes: Sales tax not included Number of Units: ___

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

Accepted this _____ day of _____ 20_____

By:_____ (Customer Name)

_____ (Signed)

CXT, Incorporated

By _____ Jeff Chambers

Jeff Chambers
JChambers@lbfoster.com

CONDITIONS OF **SALE**

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms

All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of *1 1/2%* of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer

A. Stake exact location building is to be set, including orientation.

B. Provide clear and level site, free of overhead and/or underground obstructions.

C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.

D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.

E. Customer is responsible for all permits required.

F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.

B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs ail necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.

C. **Ship-Only**. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a charge of $5,000.00 to purchase the lifting plates and hardware to lift the building and vaults. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.

D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.

E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....

Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11 CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.


CXT

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF A CONTRACT AWARD TO HALL AND OGLE ARCHITECTS, INC. FOR RFQ 16-23-CIP PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING.

May 27, 2025

Background:

During the September 24th, 2024 Commission Meeting, the City Commission approved Staff's request for an architect revision for the Fire Management Building Expansion Design Project. This item would be to accept the contract to proceed with Hall and Ogle Architect's proposal for the expansion of Fire Station 50.

In April of 2023, the City of New Smyrna Beach advertised RFP 16-23-CIP for Architectural services for the Fire Management Building Expansion Design Project, and received seven (7) proposals. During the solicitation period, an evaluation committee reviewed and ranked the proposals. Once ranked, City Staff shortened the list to the top three most qualified firms. In October of 2023, CPH was recommended the award the contract for this project, however due to a breakdown in Phase II negotiations, City Staff decided to move forward with the second highest ranked proposal from Hall and Ogle Architects. This proposal includes the design and construction management of the proposed expansion of Fire Station 50. The total cost is $174,000.

Fiscal Analysis:

Fire Rescue has planned the facility improvements and will utilize impact fees to support this project.

Total Cost: $174,000

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

1 Bid Document w Attachments.pdf
2 Awarded Submittal Hall and Ogle.pdf
3 Hall and Ogle Presentation 7.24.23.pdf
H&O Proposal.pdf
Final Agreement - Hall and Ogle Architects Firestation #50 SIGNED 5.8.25.pdf
City of NSB COI -1.pdf

Affidavit for Human Trafficking 9-3-24 SIGNED 5.8.25.pdf

RFQ 16-23-CIP

PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RELEASE DATE: April 13, 2023
DEADLINE FOR QUESTIONS: April 27, 2023
RESPONSE DEADLINE: May 15, 2023, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFQ 16-23-CIP

Professional Architectural Services - Fire Station Management Building

I. Legal Notice.....
II. Introduction .....
III. General Overview.....
IV. Scope of Services.....
V. Minimum Qualifications .....
VI. Submittal Requirements .....
VII. Evaluation Criteria.....
VIII. Insurance Requirements .....
IX. Terms and Conditions .....
X. Consultant Requirements .....

Attachments:
A - Public Records
B - Draft Agreement
C - Required City Forms - Non-notarized
D - Required City Forms - Notarized

I. LEGAL NOTICE

16-23-CIP

Professional Architectural Services - Fire Station Management Building

The City of New Smyrna Beach is seeking a qualified, experienced and licensed architectural firm to provide design services for the Fire Station Management Building located at 1400 Findley Street, New Smyrna Beach, Florida 32168.

The property, with a building, is adjacent to the City of New Smyrna Beach Fire Station #50 located at 1400 State Road 44, New Smyrna Beach, Florida 32168.

Solicitation Documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Thursday, April 13, 2023
Daytona News Journal
www.cityofnsb.com
OpenGov: https://secure.procurenow.com/portal/cityofnsb/

II. INTRODUCTION

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this RFQ, the terms “Proposer,” “Consultant,” and “Respondent” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach is seeking a qualified, experienced and licensed architectural firm to provide design services for the remodel of the New Smyrna Beach Fire Station Management Building located at 1400 Findley Street, New Smyrna Beach, Florida 32168.

This property was acquired by the City in August of 2022 and is adjacent to the City of New Smyrna Beach Fire Station #50 located at 1400 State Road 44, New Smyrna Beach, Florida 32168.

The city of intends to enter into a contract with one (1) firm to provide design services, space planning and provide construction plans for this project. Potential bidders shall provide options to remodel the existing building or to demo the existing building and reconstruct a new building.

The successful proposer(s) will hereinafter be referred to as "Professional Consultant." The Professional Consultant will be expected to execute the City's Standard Professional Agreement, provided in the Attachment Section of this document, and provide the required insurance certificates and endorsements under the agreement. If awarded, a contract to provide these services shall be effective on the date it is approved by the City of New Smyrna Beach, City Commission (herein after, the "Commission"), signed by all required parties and filed with the City Clerk.

Interested firms should become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. There shall be no exceptions to either the scope of services or the terms of the agreement.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 27,173. It is located of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by the adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Coordinator
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFQ Notice	April 13, 2023
Deadline for Written Questions	April 27, 2023, 5:00pm
Proposal Submission Deadline	May 15, 2023, 5:00pm
Opening of Submittals	May 16, 2023, 9:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338 United States Phone Conference ID: 231 839 253#
Recommendation of award to City Commission	June 13, 2023

III. GENERAL OVERVIEW

III.A Method of Source Selection

The City of New Smyrna Beach is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.B Inquiries

All questions related to this RFQ shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Thursday, April 27, 2023 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by purchasing.coordinator@cityofnsb.com posted in the City's e-Procurement portal. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.C Ambiguity, Conflict, or Other Errors

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator shall make modifications by issuing an addendum and shall post to OpenGov and give written notice to all parties who have received this RFQ from the Finance Department. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFQ prior to submitting the proposal or it shall be waived.

III.D Request for Qualifications Due Date

Submittals shall be received until Monday, May 15, 2023 at 5:00 pm. Submittals shall be submitted through the City's e-Procurement Portal on standard forms which are furnished with the Request for Qualifications documents.

Submittals received after the designated time will not be allowed on the City's eProcurement Portal. RFQ Documents are available on the City's website. For further information, please e-mail the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

III.E Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.F RFQ Opening

Sealed Bid Proposals will remain sealed until the time of opening. Proposals will be publicly opened and Proposers names read aloud at that time, via a live video conference which will also be recorded (using Microsoft Teams). Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time. Proposals received after the designated time shall not be accepted.

Microsoft Teams, Call in (audio only)

+1 786-636-1338, United States

Phone Conference ID: 231 839 253#

III.G City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the firm selected.

The City has the sole discretion and reserves the right to cancel this RFQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest or award only a portion of the solicitation.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

III.H Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFQ, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.I Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its bid.

III.J Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of RFQ.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

III.K Evaluation of Submittals

After qualifications opening has been completed, the Evaluation Committee shall review and score each Qualification individually, based on the evaluation criterion set forth in the section of this document titled Evaluation Criteria.

The committee may schedule presentations or demonstrations from top-ranked firm(s) and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of the committee.

Receipt of a qualification by the City or a submission of a proposal to the City offers no rights upon the Professional Consultant nor obligates the City in any manner. Acceptance of the qualification does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall Professional Consultant whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The city will not use any other factors or criteria in the evaluation of the qualifications received.

III.L Award of Contract and Professional Services Agreement

The selected firm will be asked to execute an agreement upon the intent to award.

An agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a standard city agreement, as well as the terms set forth in this request for qualifications. The city reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City.

The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with at the top ranked Professional Consultant which is determined to be in the best interest of the city. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked Professional Consultant negotiations will be terminated and initiated with the next-ranked professional consultant, and so on, until an agreement is reached.

Contract Term: Contract period of three (3) years

III.M Legal Requirements

All Federal, State, County and Local Laws, Ordinances, Rules and Regulations that in any manner affect this RFQ herein apply. Lack of knowledge by the submitting firms will in no way be cause for relief from responsibility.

IV. SCOPE OF SERVICES

IV.A Project Description

The awarded firm shall provide design services for a building remodel or demolition and rebuild located at 1400 Findley Street, New Smyrna Beach, Florida 32168. This property was acquired by the City in August of 2022 and is adjacent to the City of New Smyrna Beach Fire Station #50 located at 1400 State Road 44, New Smyrna Beach, Florida 32168.

The selected firm will be responsible for the following, but not limited to:

- Space evaluations
- Preliminary design, design development and architectural design
- Civil engineering
- MEP engineering
- IT Data design
- Structural engineering
- Surveying
- Site/Environmental assessment of existing facility, demolition plans for existing building, and geotechnical report
- Final design
- City Land Development Review
- Construction phase engineering
- Design and Construction Project Schedule
- Construction Cost Estimate
- Bid specifications

The construction and/or demolition plans shall include architectural engineering design, details, and specifications to bid and construct the new building on the existing property.

V. MINIMUM QUALIFICATIONS

V.A Minimum Qualifications

The selected firm shall be a registered architectural firm licensed with the State of Florida. All professional services shall be performed under the direction of a professional registered with the State of Florida with specific experience in the field of architecture.

• The firm or team shall be licensed in accordance with Florida Statutes, Chapter 287.

• The selected firm must be able to provide proof of financial stability for the past three (3) years;

• Team Project Manager must be licensed in the State of Florida as an Architect and have a minimum of seven (7) years of experience in architectural design, familiarity with AIA documents, and have served as project manager on commercial and municipal projects with varied complexity.

• Team Members and sub-consultants must be licensed in the State of Florida and have a minimum of five (5) years of experience in providing architectural, fire safety design, plan & specification preparation, construction management and inspection services.

All work will normally be performed by the Professional Consultant at an off-site location (not in the City's offices). The Professional Consultant will be required to provide their own equipment.

The City and the firm(s) shall negotiate project terms per Florida Statute 287.055. A purchase order or similar document will be issued for this project.

VI. SUBMITTAL REQUIREMENTS

Firms submitting statement of qualifications shall be in strict compliance with this RFQ. Failure to comply with all provisions of the RFQ may result in disqualification.

VI.A Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VI.B Introduction and Letter of Interest

At a minimum shall include:

- Cover page that represents the firm that is submitting a proposal
- Table of Contents identifying the material by section and by page number.
- Letter of interest, limit to two (2) pages

Letter of interest shall include:

- Full legal company name and company type (i.e. Corporation, Partnership, Joint Venture, etc.)
- Physical street address and mailing address, if different (include address of office that will perform the work if different than others)
- Primary company point of contact along with a phone number and email address
- Names and titles of principals
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.)
- Brief description of business philosophy
- Brief statement regarding the Professional Consultant interest in this project

VI.C Company & Staff Qualifications

At a minimum shall include:

A. **Organizational Profile/staff charts:** The size of the organization including breakdown of the number of employee by job classification.
Number of years in business, including operation under other firm names, providing services similar to those described herein.
Number of years in business in the State of Florida. Resumes of all individuals listed on organizational chart that will have direct role in the performance and supervision of contract. The chart should specifically relate to staff or team for this project to include roles and responsibilities in relation to the scope of work.

B. **Licenses(3):** Include copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project

C. **Provide a list of all sub-consultants**, if any, which may be used in the performance of this contract. List what services they will provide, the sub-consultant's qualifications in providing such services, firm location, and anticipated frequency of use.

D. **Provide a list to include a minimum of five (5) and maximum of eight (8) recent projects:** List projects which are similar to this scope that your firm has recently completed or is currently in progress. Include the following for each project:

Project name, owner name, and contact information
Brief description of work
Name of Role of Key Personnel involved in project
Project status

VI.D Related Experience and References

At a minimum shall include:

Experience: A written narrative describing a minimum of three (3) building designs similar to this project in construction value that have been successfully completed in the last five (5) calendar years similar in scope to those described herein.

Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended.

References: Professional Consultants shall provide a minimum of five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein. References shall be within the last five years of the project being completed or in process. Letters shall include project owner name, point of contact information, date(s) of service, and project information.

VI.E Project Approach / Management

At a minimum shall include:

A. State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

B. Approach to be taken with working with the City of New Smyrna Beach

C. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

D. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

E. Examples of reports that would typically be made available to the City, if applicable

F. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition

G. Discuss why your firm is a fit for the City and why your firm should be selected.

VI.F Proposed Design Schedule

Professional Consultants shall provide information relating to a proposed design schedule and quality of schedule control for the project.

Shall include, but not limited to:

Proposed design schedule that includes all elements of the project to include all design activities.

VI.G Complete Copy of Submittal

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

VII. EVALUATION CRITERIA

A committee of City employees shall independently evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Qualifications. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Qualifications.

A selected group of professional consultants may be required to make an oral presentation to the Evaluation Committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their RFQ. Oral presentations, if any, shall be considered in conjunction with submitted data by the Evaluation Committee. The Evaluation Committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per Evaluation Committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Company & Staff Qualifications** Please see required information in Submittal of Qualifications	Points Based	30 *(30% of Total)*
2.	**Related Experience and References** Please see required information in Submittal of Qualifications	Points Based	30 *(30% of Total)*
3.	**Project Approach / Management** Please see required information in Submittal of Qualifications	Points Based	20 *(20% of Total)*

4.	**Proposed Design Schedule** Please see required information in Submittal of Qualifications	Points Based	20 *(20% of Total)*

VIII. INSURANCE REQUIREMENTS

VIII.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
2. $500,000 Each Accident
3. $500,000 Disease Each Employee
4. $500,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:

1. $1,000,000 Bodily Injury & Property Damage-each occurrence
2. $2,000,000 Personal & Advertising Injury-each occurrence
3. $2,000,000 General Aggregate
4. $2,000,000 Products/Completed Operations Aggregates limit
5. $ 5,000 Medical Payments
6. $ 100,000 Fire Damage Legal Liability
7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

VIII.B Acknowledgment of Insurance Requirements

It should be noted by the professional consultants that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

IX. TERMS AND CONDITIONS

IX.A Licenses

The awarded Consultant is required to possess the correct Business Tax Receipt, professional license(s), and any other authorizations necessary to carry out and perform the work in accordance with the specifications required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required license(s) must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. The Consultant is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Building Department, (386) 410-2800.

IX.B Principals/Collusion

By submission of this Proposal, the undersigned, as professional consultant, does declare that the only person or persons interested in this RFQ as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this RFQ or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties submitting a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IX.C Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

IX.D Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent Consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

IX.E Termination

Term Contracts: If funds are not appropriated for continuance of a term contract to completion, cancellation shall be accepted by the awarded Consultant with a thirty (30) days prior written notice.

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Consultant shall immediately stop all work as directed in the notice, notify all subconsultants of the effective date of the termination and minimize all further costs to the City.

In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Consultant under the Agreement shall become the property of and delivered to the City. The Consultant shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Consultant's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Consultant to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Consultant. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Consultant under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Consultant shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Consultant's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Consultant or of anyone employed by the Consultant, then the Consultant may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONSULTANT from timely performing its functions under this Agreement.

IX.F Liability

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant's or suppliers breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges, and benefits of sovereign immunity.

IX.G Assignment

The awarded Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IX.H Lobbying

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

During the solicitation process, from solicitation announcement to final Commission approval, no firm or its agent shall contact any other employee of the City in reference to this solicitation, with the exception of the Purchasing Coordinator. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

IX.I Single Proposal

Each Proposer must submit, with their bid, the required forms included in this RFQ. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IX.J Protest Procedures

A. Bidders or respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

B. Such notice should be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IX.K Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

IX.L Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IX.M Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFQ, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

IX.N Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IX.O Florida Public Records Act

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IX.P E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

In accordance with, §448.095, Florida Statutes, the CONSULTANT shall register with and utilize the EVerify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subconsultants performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subconsultant during the term of this Agreement. If the CONSULTANT enters into a contract with a subconsultant performing work or providing services on its behalf, the CONSULTANT shall also require the subconsultant to provide an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Consultant shall, upon request, provide evidence of compliance with this provision to the CITY. Failure to comply with this provision is a material breach of an Agreement, and the CITY may choose to terminate the Agreement at its sole discretion. The CONSULTANT may be liable for all costs associated with the CITY securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

X. CONSULTANT REQUIREMENTS

X.A Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.B Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization here.

*Response required

X.C Employer Identification Number *

Please provide the Employer Identification Number

*Response required

X.D Public Records*

I have received a copy of the Public Records acknowledgement, provided as an Attachment.

☐ Please confirm
*Response required

X.E Proposer's Certification*

I have carefully examined the Request for Qualifications in its entirety including any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred-eight days (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

X.F Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the undersigned firm acknowledges the required conditions included in the Acknowledgment of Insurance Requirements section of this Request for Proposal.

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

☐ Please confirm
*Response required

X.G Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

X.H Drug Free Workplace Certificate *

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals shall be followed if none of the tied consultant have a drug-free workplace program. In order to have a drug-free program, a business shall:

A. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling,

rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

C. Give each employee engaged in providing commodities or contractual services that are under proposal, a copy of the statement specified above.

D. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal or proposals, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.

E. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

☐ Please confirm
*Response required

X.I Drug Free Workplace Confirmation *

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

☐ Please confirm
*Response required

X.J Conflict of Interest Disclosure*

PROJECT NUMBER: 16-23-CIP - Professional Architectural Services - Fire Station Management Building

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart

may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

X.K Potential Conflict of Interest*

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

*Response required

X.L Suspension and Debarment Certification *

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

☐ Please confirm
*Response required

X.M Introduction and Letter of Interest*

Please upload as one (1) PDF document as outlined in Section 8.

*Response required

X.N Company & Staff Qualifications*

Please upload as one (1) PDF document as outlined in Section 8.

*Response required

X.O Related Experience and References *

Please upload as one (1) PDF document as outlined in Section 8.

*Response required

X.P Project Approach and Management *

Please upload as one (1) PDF document as outlined in Section 8.

*Response required

X.Q Proposed Design Schedule*

Please upload as one (1) PDF document as outlined in Section 8.

*Response required

X.R Required City Forms*

Upload as one (1) PDF document COMPLETED City required forms: Notarized, non-notarized, and any Addendums that may be issued.

*Response required

X.S Complete Copy of Submittal*

Upload as one (1) PDF document a complete copy of the submittal, including cover page.

Please do not include the City of New Smyrna Beach advertised bid.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name and title of Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of **the RFQ 16-23-CIP, Professional Architectural Services – Fire Station Management Building, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the individual City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of the award.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 16-23-CIP, Professional Architectural Services – Fire Station Management Building,** and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

DRAFT

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

DRAFT

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	**Insert Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
	Date: _____
ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: _____	Vice President: _____
Secretary: _____	Treasurer: _____
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____
PROPOSER/BIDDER

_____
AUTHORIZED SIGNATURE

_____
OFFICER TITLE

_____
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONFLICT OF INTEREST STATEMENT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____ who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as RFQ 16-23-CIP, Professional Architectural Services – Fire Station Management Building.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2022.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this _____ day of _____, 2022.

Personally known _____

_____
(Notary)

OR produced identification _____

Notary Public State of _____

_____

My commission expires: _____

(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By:

_____

Print Name:

_____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. S/He is personally known to me or has produced

_____As identification.

_____

Notary Public

My commission expires:_____

ADDENDUM 1

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 19, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

1. **Question:** CPH would respectfully like to ask for clarification regarding the response deadline of the proposal RFQ 16-23-CIP - PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING.

   There are several places in the RFQ where is states a response deadline of May 16, 2023, 9:00 a.m., and other places where it states a proposal submission deadline of May 15, 2023, 5:00 p.m.

   Answer: Response deadline is 5:00 PM on May 15, 2023. Opening of the submittals is 9:00 AM on May 16, 2023.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 28, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

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This addendum impacts all vendors interested in submitting proposals for this solicitation.

Correction: The correct date that addendum 1 was issued is April 19, 2023.

Attachments: Revised Addendum 1

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 1

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 19, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

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   There are several places in the RFQ where is states a response deadline of May 16, 2023, 9:00 a.m., and other places where it states a proposal submission deadline of May 15, 2023, 5:00 p.m.

   Answer: Response deadline is 5:00 PM on May 15, 2023. Opening of the submittals is 9:00 AM on May 16, 2023.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)





REQUEST FOR QUALIFICATIONS STATEMENT - RFQ NO. 16-23-CIP

PROFESSIONAL ARCHITECTURAL SERVICES
FIRE STATION MANAGEMENT BUILDING
FOR
THE CITY OF NEW SMYRNA BEACH, FLORIDA









2023

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

ELECTRONIC COPY 2780

HALL & OGLE ARCHITECTS, INC.

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Introduction and Letter of Interest

INTRODUCTION

It is our extreme pleasure to introduce Hall and Ogle Architects, Inc. to the City of New Smyrna Beach selection committee. We are pleased to offer this proposal for consideration as your Design Professionals for the upcoming City of New Smyrna Beach New Fire Station Management Building project.

Hall and Ogle Architects currently has a Continuing Servicers Contract with the City of New Smyrna Beach, and we have worked with the City on other occasions as well. We welcome the opportunity to continue our relationship and play a part in the advancement of your beautiful city.

Please Accept the following Proposal in response to RFQ 16-23-CIP Professional Architectural Services, Fire Station Management Building.

Hall & Ogle Architects, Inc.

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

May 15, 2023

Re: Request for Qualifications Statement - RFQ 16-23-CIP
Professional Architectural Services – Fire Station Management Building
City of New Smyrna Beach, Florida

Dear Selection Committee Members:

Thank you for the opportunity to submit this statement of qualifications for providing Professional Architectural and Engineering Services for the New Fire Station Management Building.

Hall & Ogle Architects, Inc. is a Florida 'S' corporation located at 208 Magnolia Avenue, Daytona Beach, Florida, 32114. Firm Principals are John Hall, RA (President) and David D. Ogle, Jr., RA, LEED AP BD+C (Vice President). Mr. Ogle will be your Primary Point of Contact for the Fire Station Management Building project and can be reached by phone at (386)255-6163, or via email at dogle@hoarchitects.com.

Hall & Ogle Architects was incorporated in 1982, and has been in continuous operation, providing Volusia County and its municipalities Architectural Services for 41 years. We have streamlined our firm to 5 in-house employees and enlist the services of local engineering firms to round out the team required for any given project. This will benefit the City of New Smyrna Beach by keeping the Project Team local, and within close proximity of the project location.

Our primary goal is to give our clients truly outstanding service from the initial programming process though to the one-year warranty walk through inspection. Our firm's two principals are personally involved with your project and work collaboratively on the Design, Documentation and Construction Administration for a seamless flow through the entire study. You will work directly with the principals of the firm through each step of the project from conception to completion.

Additionally, our firm is committed to serving our clients through the integration of sustainable design practices. We offer an insight into what's possible within these practices and how they relate to the overall success of the project. Whether it's a project's pursuit of LEED or Equivalent Certifications, Green Design Principles and Construction Techniques, or a BIM design platform, Hall & Ogle is well positioned to meet and exceed your architectural service needs.

We are committed to developing long term relationships with our clients as their advocate in all their architectural needs, and we look forward to this opportunity to continuing our relationship with the City of New Smyrna Beach and provide you with exceptional Architectural and Engineering services.

Respectfully,

David D. Ogle, Jr., RA, LEED AP BD+C, Principal / Vice President (Primary Contact)
Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 / FAX (386) 257-5650
dogle@hoarchitects.com

Company & Staff Qualifications

HALL & OGLE
ARCHITECTS, INC.

FIRM PROFILE



Company Legal Name and History

Hall, & Ogle Architects, Inc. is an established Daytona Beach architectural firm with a track record of over 41 years of successful professional architectural services to many of the major local public institutions and private organizations in Volusia County. Hall & Ogle Architects, Inc. has been in continuous operation since it was founded in August of 1982 by Joseph Blais and Lee Sayers. Former firm names are as follows:

- Blais & Sayers Architects, Inc. (1982)
- Blais, Sayers & Hawkins, Inc. (1989)
- Sayers & Hawkins, Inc. (1993)
- Hawkins & Hall, Inc. (1999)
- Hawkins, Hall & Ogle Architects, Inc. (2007)
- Hall & Ogle Architects, Inc. (2016)

Current firm principals, with equal ownership interests, are John Hall, President, and David Ogle, Vice President.

With our client base centered firmly within Volusia County, Hall and Ogle remains a viable and thriving Florida corporation with annual revenues averaging $3,000,000.

We are committed to providing excellence of service to our clients, and providing a quality workplace and learning environment for individuals aspiring to enter the field of Architecture.

Professional Affiliations

Florida Registered Architects
US Green Building Council
NCARB

Company Details

Length of H&O Existence

Hall & Ogle Architects, Inc. has been in existence for 41 years.

Average Annual Revenue

The average annual revenue for the past five years for Hall & Ogle Architects, Inc. is $3,000,000.

Active Business Venue

Volusia County, Florida

Locations of Parent Company/Branch Offices

Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, Florida 32114
(Phone) 386-255-6163
jhall@hoarchitects.com
dogle@hoarchitects.com

Personnel

Hall & Ogle Architects, Inc. current staff consists of (5) employees including: (2) Licensed Architects, (2) CADD/BIM Technicians, and (1) Administrative Assistant.

Hall & Ogle Architects has been a Florida 'S' Corporation for over 41 years with 5 employees. Staffing for the New Smyrna Beach Fire Station Management Building project is as follows:

DAVID D. OGLE, RA, LEED AP BD+C, Firm Vice president – Project Lead

JOHN E. HALL, RA – Firm President – Project Architect

JOSEPH BURLEY – Production Team

SCHYLER CERQUEIRA – Intern Architect / Production Team

AMANDA HALL – Project Administration

HALL & OGLE ARCHITECTS, INC.

YEARS IN BUSINESS / FL. CORPORATION

41

NAME HISTORY

- Blais & Sayers Architects, Inc. (1982)
- Blais, Sayers & Hawkins, Inc. (1989)
- Sayers & Hawkins, Inc. (1993)
- Hawkins & Hall, Inc. (1999)
- Hawkins, Hall & Ogle Architects, Inc. (2007)
- Hall & Ogle Architects, Inc. (2016)

JOHN E. HALL
RA, PRESIDENT
YEARS WITH FIRM: 38

DAVID D. OGLE JR.
RA, LEED AP BD+C, VICE PRESIDENT
YEARS WITH FIRM: 24

JOSEPH BURLEY
PRODUCTION TECHNICIAN
YEARS WITH FIRM: 33

SCHYLER CERQUEIRA
INTERN ARCHITECT
CAD / 3D MODELING
YEARS WITH FIRM: 3

AMANDA HALL
ADMINISTRATION
YEARS WITH FIRM: 20



JOHN E. HALL
Principal, President

EDUCATION
Master of Architecture
Bachelor of Arts / Design

ACTIVE REGISTRATIONS
Florida / Registered Architect
(AR0010727)

TOTAL YEARS EXPERIENCE
48

YEARS AT THIS FIRM
35

JOHN E. HALL

PRINCIPAL, PRESIDENT – HALL & OGLE ARCHITECTS, INC

John Hall has over 40 years of extensive experience in the design and construction administration of Community and Administration facilities. As the President of our firm, Mr. Hall's experience in the design of Administration and Public Use Facilities is an invaluable asset to Municipal Projects where community use and administrative areas are involved. His extensive 44 year experience in the design of publicly funded Municipal and Educational Facilities gives him unparalleled insight on budget and scheduling control.

PROJECT HIGHLIGHTS

HOLLY HILL REPLACEMENT FIRE STATION — 2023 - PRESENT

Holly Hill, Florida — Fire Station I Facility Design Experience

Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials. | Principal In Charge, Project Architect

FIRST STEP SHELTER — 2017 - 2019

Daytona Beach, Florida — Community and Administrative Facility Experience

Master Planning, Design and Construction Administration of the First Step Shelter for the area's homeless population. The facility is a 120 bed, one story assistance facility providing food, shelter, clothing, and personal counseling. It also provides spaces for teaching and mental health assistance. It has dormitory style sleeping quarters with a 33/66 split between men and women. The facility also offers a full commercial kitchen and dining area, a 16 hour day Health Services Ward, and full administrative services. | Principal In Charge, Project Architect

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station I Facility Design Experience

Design and Construction Administration for an 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | Project Architect

DAYTONA BEACH SHORES NEW COMMUNITY CENTER — 2016 - 2017

Daytona Beach Shores, Florida — Community and Administrative Facility Experience

This facility was designed to be a signature building for the City of Daytona Beach Shores. It had to serve many purposes from Council Chambers, to multi-purpose rooms, a Senior Center and tennis facilities. The distinctive shape and color of the roof were designed to reflect the proximity to the Atlantic Ocean just across the street and has become an iconic feature for the City. This project incorporated our standard 3-phase Project Design Approach, which benefited the owner by identifying several design options to accommodate challenging site conditions early in the design process. | Principal In Charge, Project Architect



DAVID D. OGLE
Principal, Vice President

EDUCATION
Bachelor of Science / Architecture

ACTIVE REGISTRATIONS
Florida / Registered Architect (AR93986)
LEED AP BD+C
New York / Registered Architect
NCARB

TOTAL YEARS EXPERIENCE
43

YEARS AT THIS FIRM
24

DAVID D. OGLE

PRINCIPAL, VICE PRESIDENT – HALL & OGLE ARCHITECTS, INC

David Ogle had 20 years experience with some of the bigger architect firms in Orlando, Florida before joining the smaller, family like, Hall and Ogle in 1999. In 2006 David became a partner in the firm and is now the firm's Vice President. David has extensive experience in a wide variety of different building types including Municipal and Fire Services Facilities. He has been the instrumental component in procuring and administering Hall & Ogle's Continuing Services Contracts with the cities of Ormond Beach, Daytona Beach, South Daytona, Holly Hill, the County of Volusia, and the Volusia County School Board.

PROJECT HIGHLIGHTS

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station I Facility Design Experience

Design and Construction Administration for an 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | Principal in Charge, Project Manager

WESTSIDE ELEMENTARY SCHOOL – MASTER PLAN / ADDITIONS/ RENOVATIONS — 2016 – PRESENT

Daytona Beach, Florida — Educational Facility Experience

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration of parent drop off parking and bus loop areas, and alternate provisions for remodeling of the existing food service/ multi-purpose and administration areas. Additions include a new 5,400 sf Administration Building, a new 10,400 sf Classroom Building, a new 14,000 sf Food Service/ Multi-purpose Building. This was a phased project on a challenging, occupied campus. | Project Architect, Project Manager

FLAGLER AVENUE LIGEGUARD STATION — 2015 - 2016

New Smyrna Beach, Florida — Innovative Concepts / Municipal Project

2,000 sf New Lifeguard Station Facility for the City of New Smyrna Beach. The facility includes a large garage space, law enforcement office, first aid area. And shower / locker room facilities. Construction cost $650,000. | Principal In Charge, Project Architect, Project Manager

ERAU – HAGEDORN AVIATION COMPLEX — 2009 - 2011

Daytona Beach, Florida — Educational Facility / Administrational Facility Experience

New, state of the art, 100,000 SF three building school for the private university. Includes a one-story flight maintenance hanger, a two-story flight operations center, and a three-story aircraft maintenance laboratory building. This $15.5 million project, completed in 2011, serves as the nerve center for ERAU's prominent flight and aircraft maintenance programs. | Principal In Charge, Project Architect, Project Manager



SCHYLER CERQUEIRA
Designer/ Intern Architect

EDUCATION
Master of Architecture
Bachelor of Science

ACTIVE REGISTRATIONS
NCARB Registration Process

TOTAL YEARS EXPERIENCE
4

YEARS AT THIS FIRM
3

SCHYLER CERQUEIRA

DESIGNER/ INTERN ARCHITECT – HALL & OGLE ARCHITECTS, INC

Schyler Cerqueira graduated with her Master of Architecture in 2020 from Ball State University in Indiana. She interned with two firms during her schooling and after graduation moved to Florida to start her professional career at Hall & Ogle Architects. Schyler has 4 years of experience in a wide variety of building types and provides ample knowledge of CAD, BIM and 3D modeling to the firm and is currently going through the NCARB registration process to become a licensed architect.

PROJECT HIGHLIGHTS

HOLLY HILL REPLACEMENT FIRE STATION — 2023 - PRESENT

Holly Hill, Florida — Fire Station I Facility Design Experience

Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials. | Intern Architect, CAD Designer, BIM Modeling

WOODWARD AVE. ELEMENTARY RENOVATIONS AND ADDITION 2021 - PRESENT

Deland, Florida — Educational Facility Experience

Master planning, design and construction administration of extensive renovations and additions to an existing occupied campus. Renovations include complete reconfiguration and expansion of parent drop off parking, remodel of existing administration into new classrooms, and complete remodel of the media center. Additions include a new 5,600 sf Administration Building, a new 17,000 sf Classroom Building, and a new 14,500 sf Food Service/ Multi-purpose Building. This was an extensive and challenging project on an occupied campus. | Intern Architect, CAD Designer, BIM Modeling

MUSEUM OF ART DELAND – SCHEMATIC DESIGN FOR EXTERIOR AND INTERIOR RENOVATION AND ADDITION — 2022 - 2023

Deland, Florida — Museum Design Experience

Master planning and schematic design of extensive renovations and an addition to an existing museum. Renovations include remodel of the interior lobby, reconfigured receiving/ vault space, modifying restrooms per ADA compliance, and updating interior/ exterior colors and finishes. Additions include a 1,250 sf office suite on the second floor. Detailed 3D modeling was completed to provide client with still and panoramic renders for fundraising. | Intern Architect, CAD Designer, BIM Modeling

FIRST STEP SHELTER – COVID-19 RENOVATIONS — 2021 - 2023

Daytona Beach, Florida — Community Facility Experience

Design and construction administration of renovations to an existing occupied shelter. Renovations were split into #8 items. These included an operable wall, new isolation intake area, upgrading plumbing fixtures, air purification units, hand sanitizers, (3) covered porch areas, an emergency generator, and (1) tensile shade structure. This was a challenging project having to work around a shelter occupied 24/7 by residents. | Intern Architect, CAD Designer

HALL & OGLE ARCHITECTS, INC.

PRODUCTION TECHNICIAN



JOSEPH BURLEY
Production Technician

EDUCATION
A.S Architectural Design and Construction Technology
A.S. Building and Contracting Technology
A.S Drafting and Design

TOTAL YEARS EXPERIENCE
37

YEARS AT THIS FIRM
33

JOSEPH BURLEY

PRODUCTION TECHNICIAN– HALL & OGLE ARCHITECTS, INC

Joseph Burley started in the construction field as a carpenter's apprentice in 1980 while a member of the local Carpenter's Union. He worked as a carpenter and steel worker until he earned his first A.S. degree in Architectural Design and Construction Technology thru DBCC, returning to complete additional degrees in Building and Contracting Technology, and Drafting and Design Technology before joining Hall and Ogle Architects in 1990. Mr. Burley is instrumental in the production of CAD and 3D Rendering production and documentation, as well as providing I.T. services for the company.

PROJECT HIGHLIGHTS

NSB FIRE STATION 50 — 2013 - 2014

New Smyrna Beach, Florida — Fire Station Experience

Document Production and 3d Renderings for the 11,000 square foot station, completed in 2014, with eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. | CAD Production Technician

DAYTONA BEACH SHORES COMMUNITY CENTER
2016 – 2017

Daytona Beach, Florida — Administrative Facility Experience

The City of Daytona Beach Shores was in need of replacing an aging and outdated community center facility, and contracted with Hall & Ogle to provide the design services. The city wanted a building that would reflect their recognition as a beachside community, and emphasize the city slogan "Life is Better Here!".The final design was achieved through multiple meetings with the city officials, where several design options were presented. Mr. Burley was responsible for providing photorealistic renderings mapped onto photographs of the actual site, as well as production of schematic, design development and construction CAD drawings.

FLAGLER AVENUE LIFEGUARD STATION — 2015 - 2016

New Smyrna Beach, Florida — Innovative Concepts / Municipal Project

Document Production and 3d Renderings for the 2,000 sf New Lifeguard Station Facility for the City of New Smyrna Beach. The facility includes a large garage space, law enforcement office, first aid area. And shower / locker room facilities. Construction cost $650,000. | CAD Production Technician

Daytona Beach Police Headquarters Facility — 2006 - 2008

Daytona Beach, Florida — Administrative Facility Experience

Document Production and 3d Renderings for the new three-story 96,000 SF building for the City of Daytona Beach. This facility provides the latest technology for the Daytona Beach Police Department. The $22.6 million project was completed in 2008 and received numerous accolades. Mr. Burley was responsible for providing photorealistic renderings to be used for City Council design approval, as well as production of schematic, design development and construction CAD drawings. | CAD Production Technician

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, JOHN E
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR0010727
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

OGLE, DAVID DEWEY JR
HALL & OGLE ARCHITECTS, INC
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

LICENSE NUMBER: AR93986
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THE CITY OF DAYTONA BEACH
LOCAL BUSINESS TAX RECEIPT # BT-66860

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8280

BUSINESS NAME: DAVID OGLE - ARCHITECT
LOCATION: 208 MAGNOLIA AVE
BUSINESS TYPE: ARCHITECT

BT-66860	BUS. LIC. NO.
66860	ACCOUNT NO.
09/30/2022	VALID FROM
09/30/2023	VALID TO
09/27/2022	DATE PAID
70.00	ANNUAL FEES

Fee Code	*Description*
0165	ARCHITECT

MAIL TO:
DAVID OGLE - ARCHITECT
208 MAGNOLIA AVE
DAYTONA BEACH FL 32114

2023

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

THE CITY OF DAYTONA BEACH
LOCAL BUSINESS TAX RECEIPT # BT-33129

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8280

BUSINESS NAME: JOHN EASTHAM HALL - ARCHITECT
LOCATION: 208 MAGNOLIA AV
BUSINESS TYPE: ARCHITECT

BT-33129	BUS. LIC. NO.
33129	ACCOUNT NO.
09/30/2022	VALID FROM
09/30/2023	VALID TO
09/28/2022	DATE PAID
70.00	ANNUAL FEES

Fee Code	*Description*
0165	ARCHITECT

MAIL TO:
JOHN EASTHAM HALL - ARCHITECT
208 MAGNOLIA AVENUE
DAYTONA BEACH FL 32114

2023

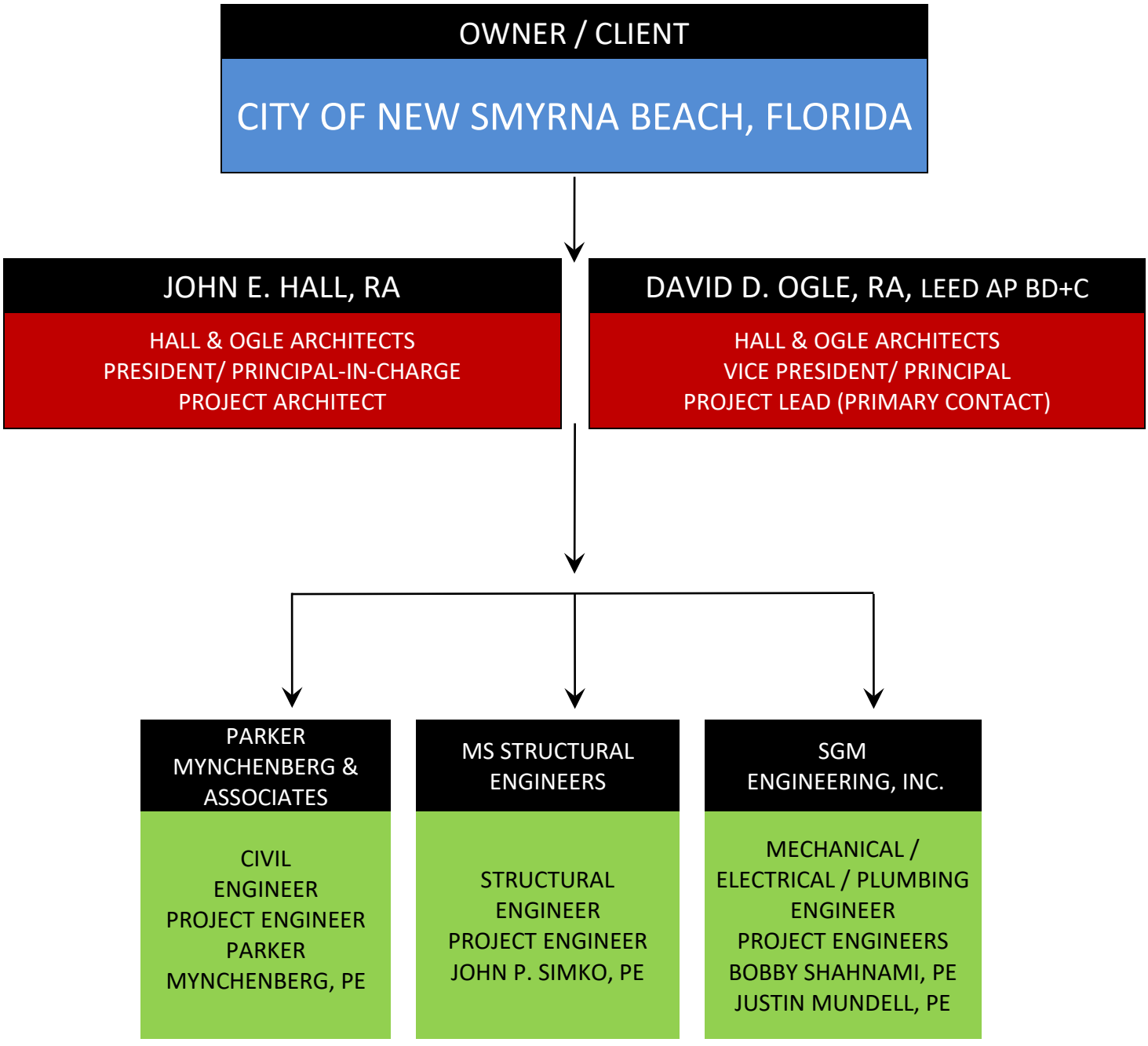
DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS TAX RECEIPT

HALL & OGLE ARCHITECTS, INC.

TEAM ORGANIZATIONAL CHART

CITY OF NEW SMYRNA BEACH
FIRE STATION MANAGEMENT BUILDING



CONSULTANT LIST

Hall and Ogle utilizes local engineering firms to round out the design team for any given project. This gives us the ability to tailor fit the team that is best suited for the project based on availability, workload, expertise and experience. The sub-consultants selected for the New Fire Station Management Building project are as follows:

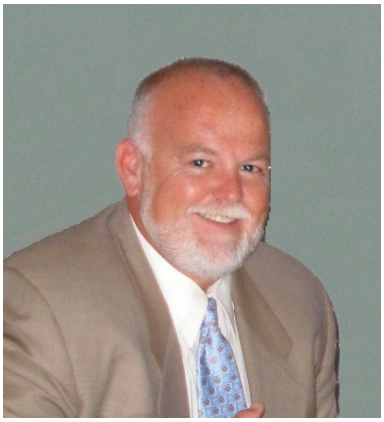
DISCIPLINE	CONSULTANT	ADDRESS	FREQUENCY OF USE
CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE	PARKER MYNCHENBERG AND ASSOCIATES	1729 RIDGEWOOD AVE., HOLLY HILL FL. 32117	100% FOR DURATION OF PROJECT
STRUCTURAL ENGINEERING	MS STRUCTURAL ENGINEERS	400 S. ATLANTIC AVE., ORMOND BEACH FL. 32176	100% FOR DURATION OF PROJECT
MECHANICAL, PLUMBING AND ELECTRICAL ENGINEERING	SGM ENGINEERING, INC.	935 LAKE BALDWIN LANE, ORLANDO FL. 32814	100% FOR DURATION OF PROJECT

PARKER MYNCHENBERG AND ASSOCIATES
Incorporated in 1984, Parker Mynchenberg and Associates has been an award winning Central Florida Civil Engineering firm for over 39 years. Located in Holly Hill Florida, PMA's role will be to provide Civil Engineering and Landscape Architecture services for the New Fire Station Management Building project. As a primary design team member, their frequency of use will be on an as needed basis, but will be responsible for 100% of the contracted services for the duration of the project.

MS STRUCTURAL ENGINEERS
Located in Ormond Beach Florida, John Simko has been the Principal for MS Structural Engineers Florida office for 23 years. His role will be to provide Structural Engineering services for the New Fire Station Management Building project. As a primary design team member, their frequency of use will be on an as needed basis, but will be responsible for 100% of the contracted services for the duration of the project.

SGM ENGINEERING, INC.
Incorporated in 1991, SGM has numerous years of experience in servicing governmental projects of a large variety of types for federal, state and municipal agencies. SGM is well experienced in all aspects of MEP systems for renovations, additions, and new facilities with knowledgeable emphasis on codes and energy conservation requirements. Their role for this project will be to provide MEP evaluation, design and commissioning of all Mechanical, Electrical, Fire Protection and Plumbing systems. As a primary design team member, their frequency of use will be on an as needed basis, but will be responsible for 100% of the contracted services for the duration of the project.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



44 Years of Experience

Education

- BS, Civil Engineering, University of Central Florida, 1978

Registrations

- Professional Engineer #32645
- Registered Landscape Architect #0001553
- General Contractor #C021951
- Commercial Pool Contractor #CP C048220
- Real Estate Broker #BK 0349954

Affiliations

- National Society of Professional Engineers
- Florida Engineering Society

Parker Mynchenberg, P.E., R.L.A.

Principal Engineer

Parker Mynchenberg founded Parker Mynchenberg & Associates in 1984 and has served as the Principal in Charge since the firm's founding. Parker is one of the areas leading Civil Engineers and Landscape Architects with a proven track record of successful projects for clients throughout Volusia and Flagler Counties. Parker's design and permitting experience includes hundreds of municipal projects including site plans, parks, roadways and landscaping constructed within Volusia and Flagler Counties.

Project Experience

Beach St Streetscape – City of Daytona Beach
Redevelopment of the main thoroughfare in downtown Daytona Beach. Phase 1 of the project is complete from Orange Ave to Bay St and Parker Mynchenberg & Associates was selected for Phase 2 from Bay St. to Fairview Ave and MMB form Beach St to US-1. The Phase 1 project included roadways design, lighting, parking, sidewalks, landscaping, stormwater improvements, water and sewer improvements.

Embry-Riddle Aeronautical University Welcome Center - City of Daytona Beach
Design of Jim W. Henderson Administration and Welcome Center. The project consisted of a 2-story, 37,454 SF welcome center building with eight (8) covered parking stalls, 45 additional parking stalls, additional drainage, utility, ornamental pond, landscape, irrigation, and reuse improvements.

Plantation Oaks of Ormond Beach – City of Ormond Beach
Residential subdivision of 1,577 single family units over 1,000 acres. The water and wastewater utility systems include a regional expansion of the City's utility system. The water system includes looping of the potable water system North from US-1 along Plantation Oaks Blvd. The wastewater collection system includes eight (8) lift stations with a manifolded force main system and a master lift station.

Tomoka North – City of Daytona Beach
Commercial subdivision located north of LPGA Blvd west of Williamson Blvd. The design includes new roadways, sidewalks, stormwater, landscaping, water and sewer system improvements. The water system includes 7,700 LF of 12" PVC water main. The wastewater collection system includes 5,000 LF of gravity collections system, a portion of the development is served by an existing City lift station and the remainder is served by one (1) new lift station. The force main improvements include 8" PVC force main to tie-in to the City's 12" force main in the Williamson right-of-way.

Tomoka Town Center – City of Daytona Beach
The project included the design and permitting of a new outlet mall and all supplemental elements including but not limited to parking, landscaping, utility extensions, roadway improvements and stormwater management. The stormwater design includes stormwater conveyance and treatment systems that meet nutrient removal requirements. The stormwater system includes wet ponds, interconnected by large diameter RCP, and two (2) triple box culvert bridges over an existing drainage ditch.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS



28 Years of Experience

Education

- ME, Environmental Engineering, University of Florida, 1995
- BS, Environmental Engineering, University of Florida, 1994

Registrations

- Professional Engineer #53985
- Registered Landscape Architect #6667011

Affiliations

- Tau Beta Pi Engineering Honor Society
- Golden Key Honor Society
- American Public Works Association

Steve Buswell, P.E., R.L.A.

Senior Project Engineer

Steve Buswell is a Professional Engineer and Registered Landscape Architect specializing in land development and utility design. Steve's responsibilities include project management, technical design and permitting for public and private clients. Steve excels at administration of municipal projects including bidding services, construction administration and closeout document coordination. Steve has completed many utility systems within the Volusia and Flagler County including hydraulic modeling, distribution and collection system sizing, final design and permitting.

Project Experience

S.R. 44 Sanitary Sewer Improvements – Utilities Commission City of New Smyrna Beach

An extension of the Utilities Commission City of new Smyrna Beach's wastewater collection system. Steve oversaw design, permitting, bidding and construction phase services for these improvements. The project scope included 2,800 LF of gravity collection system, a new submersible lift station and approximately 1,600 LF of force main. This project was complete as part of a Professional Services Agreement with the City of New Smyrna Beach.

Osprey Pointe Apartments – City of Port Orange

Design of a 360-unit multifamily project with clubhouse. The site design included more than 13,000 LF of potable water mains ranging in size from 3"-12". The potable water system included two (2) connections to the City of Port Orange's water distribution system. The wastewater system included the gravity collection system and a new lift station designed to City standards.

Lift Station #3 – Embry Riddle Aeronautical University

Replace an existing lift station with a new submersible lift station with backup power. The new submersible lift station included a comminutor adjacent to the new wet well to reduce pump ragging. The design included a new force main, tie-ins, and construction sequence for the existing station to remain in service until startup and testing were complete for the new lift station.

Napier Apartments – City of Daytona Beach

Design of a 260-unit multifamily project. The site design included more than 11,000 LF of potable water mains ranging in size from 2"-12". The wastewater collection system includes more than 4,000 LF of gravity collection piping and a new lift station.

First Step Shelter – City of Daytona Beach

Steve completed the site design, permitting and construction phase services for the First Step Shelter. The utility improvements included a wastewater collection system with 1,500 LF of gravity collection pipe and a submersible lift station with backup power. The potable water system includes 2,400 LF of pipe and connection to the City's utility system in the FDOT right-of-way for US-92.

Marsh Pointe – St. Augustine

Residential subdivision that included a potable water system of 2,500 LF of 8" PVC. The improvements included extending the City's distribution system within the existing right-of-way with open cut and directional drill pipe installation. A hydraulic model was prepared to demonstrate the system extension would provide adequate flow for potable and fire flow demands.



NAME	ROLE IN THIS CONTRACT	YEARS EXPERIENCE	
John P. Simko, PE	Structural Engineer Principal-in-Charge Project Manager	TOTAL 40	WITH CURRENT FIRM 15

FIRM NAME AND LOCATION *(City and State)*

MS Structural Engineers / Ormond Beach, Florida

EDUCATION *(DEGREE AND SPECIALIZATION)*	CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Science / Structural Engineering Bachelor of Civil Engineering	Professional Engineer: Florida, California, Maryland, New York, Oklahoma, Vermont Nevada, North Carolina, Oregon, Virginia, Indiana, New Jersey, Washington DC, South Carolina, Ohio

OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations. Training, Awards, etc.)*

John Simko has 40 years of experience including high-rise design (20 to 30 stores) in steel and concrete. His experience extends to all facets of structural engineers and field construction. He has designed projects in all parts of the world including Sidney Australia, Beirut Lebanon, Northern Ireland, and San Salvador. He has also taught structures and construction techniques as a Professor at East Carolina University.

SELECTED EXPERIENCE

TITLE AND LOCATION *(City and State)*

Volusia County / UCF Business Incubator
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

10,000 SF remodeling within the Daytona Beach International Airport. It houses 21 offices of varying sizes, a training room, board room, break room and other support spaces to be utilized by new "upstart" businesses primarily in the technology field. This $1.3 million project was recently completed in August 2011. | Structural Engineer

Owner Information: County of Volusia | Gary Morton, Project Manager | 386-804-9229 | gmorton@co.volusia.fl.us

Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*

Embry-Riddle Aeronautical University – Nextgen Facility Test Bed
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2010	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

14,000 SF remodeling with the Daytona Beach International Airport for the private university. It houses a demonstration are for demonstrations of the future of air traffic control utilizing innovative satellite technology instead of ground based system. The remodel also includes an integration area, conference room, meeting area, offices, data center and other support spaces. This is one of only three facilities of its kind in the country. This $1.3 million project was recently completed in August 2011. | Structural Engineer

Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu

Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*

Embry-Riddle Aeronautical University – Building "M" Renovation
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	In Design

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

HHO is currently designing a complete gut and remodel of an existing 15,000 SF building that currently houses ERAU's materials management, reprographics, and worldwide bookstore. The remodeled building will house the College of Mechanical Engineering, with three large laboratories, a design studio, CAD Room and associated faculty offices and support spaces. | Structural Engineer

Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu

Contractor Information: *Not Selected At This Time*

TITLE AND LOCATION *(City and State)*

Embry-Riddle Aeronautical University – Softball and Soccer Dugouts
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2010	2011

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

Four new concrete and CMU dugouts constructed in ERAU's recently completed Athletic Complex. Two were built at the new NCAA softball fields and the other two at the new intramural field. Two soccer dugouts were also built out of steel and concrete. HHO has a continuing architectural services contract with ERAU for minor projects. | Structural Engineer

Owner Information: ERAU | Chris Hardesty, Director of Construction | 386-226-6512 | chris.hardesty@erau.edu

Contractor Information: AM Weigel Construction | Mike Weigel, President | 386-257-6691 | amweigel@amweigel.com

TITLE AND LOCATION *(City and State)*

Gemini Springs Park Deck Replacement
Daytona Beach, Florida

YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	In Design

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☒ Check if project performed with current firm

1,400 SF wood timbered replacement deck attached to an existing pavilion. Deck has unique geometry bases on an equilateral triangular grid of the pavilion. All foundations, framing and connections designed by MS Structural Engineers. This project is being completed under HHO's continuing architectural services contract with The County of Volusia. | Structural Engineer

Owner Information: County of Volusia | Gary Morton, Project Manager | 386-804-9229 | gmorton@co.volusia.fl.us

Contractor Information: *Not Selected At This Time*

BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

President; Senior Mechanical/Plumbing/FP Engineer

SGM ENGINEERING



Mr. Shahnami, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 3000 projects with SGM he has a clear understanding of the design and construction sectors.

Mr. Shahnami has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his 24-year career. As President of SGM Engineering he is responsible for the overall performance of the firm and is engaged everyday with clients and projects.

His public, municipal and government facility experience includes having been the Engineer of Record for projects throughout Central, South and North Florida including projects for Orange, Manatee, Osceola, Lake, Voluisa, and Miami-Dade Counties, the Cities of Miami, Fort Lauderdale, Tampa, Orlando and Jacksonville, Florida.

He has experience with over 300 comprehensive public-based projects totaling over $1.3B in construction value. Additionally, Mr. Shahnami has completed over 150 public projects as a prime consultant, and boasts over 24 years' experience in Commissioning, Engineering, and MEP Quality Control in the Public Facility sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.

RELATED EXPERIENCE

- City of Orlando Fire Station #9 | City of Orlando | Sr. Mechanical Engineer | $3.5M | 11,800 SF
- Fort Lauderdale Public Works Administration & EOC Building HVAC Renovation | City of Fort Lauderdale | Project Manager | $3.5M | 13,500 SF
- Orange County Fire Station #67 | Orange County Government | Sr. Mechanical Engineer | $10M
- Riviera Beach Public Safety and Public Works Conversion | City of Riviera Beach | Mechanical, Plumbing, and Fire Protection Engineer | $10.3M
- Hillsborough County Public Safety Operations Complex | Hillsborough County Government | Sr. Mechanical Engineer | $26M | 77,500 SF
- Seminole County Sheriff's Office Communication Center | Seminole County Government | Sr. Mechanical Engineer | $14.5M | 120,000 SF
- Wildwood Police Headquarters | City of Wildwood | Sr. Mechanical/Plumbing Engineer | $6.9M | 13,000 SF

TITLE
President

REGISTRATION
FL Engineer #78419

ACG Certified Commissioning Authority

LEED Accredited Professional Building Design & Construction

YEARS EXPERIENCE
24 Years Total Experience

24 Years with SGM

EDUCATION
BS in Mechanical Engineering, University of Central Florida

CONTACT
935 Lake Baldwin Lane
Orlando, FL 32814
407-920-0896
Bobby@sgmengineering.com

JUSTIN MUNDELL, PE, RCDD

Principal; Senior Electrical Engineer

SGM ENGINEERING

Mr. Mundell, Principal of SGM, has 20 years of experience in his field as an Electrical Engineer. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He has been involved in all aspects of new, renovation, addition, and modernization construction type projects from conceptual design to project closeout for Public and Private Clients throughout Central and South Florida.

His vast experience as an electrical engineer includes: project management, permitting, job costing, major purchases/subcontracts, submittals, scheduling, manpower loading, field coordination, change order estimating, technical assistance to field personnel, and project closeouts for the public and private sector. He is skilled in the design of electrical systems and has extensive experience with electrical renovations, alterations, and additions.

RELATED EXPERIENCE

- City of Orlando Fire Station #9 | City of Orlando | Project Manager/Sr. Electrical Engineer | $3.5M | 11,800 SF
- Orange County Fire Station #67 | Orange County Government | Project Manager/ Sr. Electrical Engineer | $10M
- Seminole County Fire Station 11 | Seminole County Government | Project Manager/ Sr. Electrical Engineer | $3M
- Fort Lauderdale Public Works Administration & EOC Building HVAC Renovation | City of Fort Lauderdale | Sr. Electrical Engineer | $3.5M | 13,500 SF
- Hillsborough County Public Safety Operations Complex | Hillsborough County Government | Sr. Electrical Engineer | $26M | 77,500 SF
- Seminole County Sheriff's Office Communication Center | Seminole County Government | Sr. Electrical Engineer | $14.5M | 120,000 SF
- Wildwood Police Headquarters | City of Wildwood | Sr. Electrical Engineer | $6.9M | 13,000 SF
- Riviera Beach Public Safety and Public Works Conversion | City of Riviera Beach | Sr. Electrical Engineer | $10.3M
- Mount Dora Public Safety Building/Fire Station 34 | City of Mount Dora | Project Manager | 17,332 SF
- Orange County Sheriff's Office Evidence Warehouse | Orange County Government | Project Manager | $5M
- Orange County Clerk of Courts Winter Park Courthouse | Orange County Government | Project Manager/Sr. Electrical Engineer | $10M
- Orlando Police Department Metrowest Substation Conversion | City of Orlando | Sr. Electrical Engineer | $720,000 | 3,000 SF



TITLE
Principal

REGISTRATION
FL Engineer #70700

Registered Communications Distribution Designer

YEARS EXPERIENCE
20 Years Total Experience

17 Years with SGM

EDUCATION
BS in Electrical Engineering, University of Central Florida

ADDRESS
935 Lake Baldwin Lane
Orlando, FL 32814
321-474-1133
Justin@sgmengineering.com

HOLLY HILL REPLACEMENT FIRE STATION

Owner: City of Holly Hill, Florida

Contact: Steve Juengst
Department of Public Works
453 LPGA Blvd. Holly Hill, Fl 32117
sjuengst@hollyhillfl.org I (386)-248-9463



Master Planning, Design and Construction Administration of the Replacement Fire Station for the City of Holly Hill, Fl. New 6,300 sf station with 3,400 sf of support areas and 2,900 sf equipment bays and storage areas. Facility will be designed as a Level IV Essential Facility (FBC 2020) with low maintenance / high performance materials. This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

Project Status: 90% Construction Documents

Role of Key Personnel:

John E. Hall	Primary Contact, Project Lead, Project Architect
Schyler Cerqueira	Cad Production, 3d Modeling

NEW SMYRNA BEACH FIRE STATION 50

Owner: City of New Smyrna Beach, Florida

Contact: Khalid Resheidat
210 Sams Avenue
New Smyrna Beach, Florida 32168
kresheidat@cityofnsb.com
(386)-248-9463



Hall & Ogle designed Fire Station NO. 50 for the City of New Smyrna Beach. This 11,000 square foot station, completed in 2014, has eight dormitories laid out in a "split" configuration, administrative offices, kitchen/dining area, and other ancillary spaces. The apparatus bay is approximately 4200 SF with three drive through truck bays as well as a standalone accessory building for additional apparatus and storage. Construction cost for this project was $3,000,000. This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

Project Status: Completed 2014

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
John E. Hall	Project Architect
Joseph Burley	Cad Production, 3d Modeling

FLAGLER AVENUE LIFEGUARD STATION



Owner: The County of Volusia, Florida
Contact: Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
Jose' Alvarez – JAlvarez@co.volusia.fl.us
386-248-1760

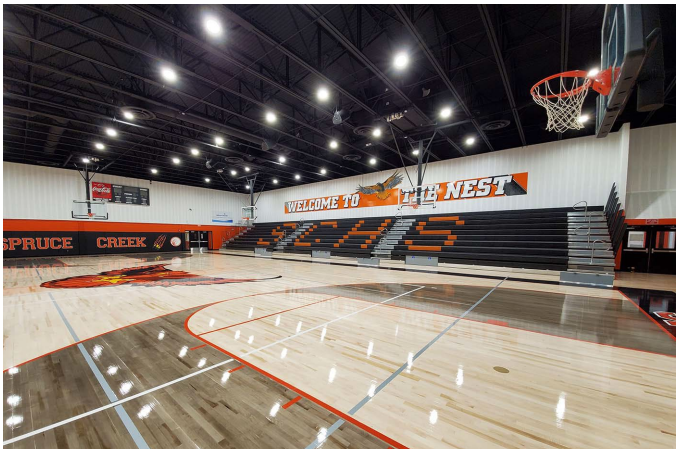
Hall & Ogle was selected to design the new Flagler Avenue Lifeguard Station for Volusia County's Beach Safety Department located in New Smyrna Beach. A block away from Flagler Avenue, the 2,000 SF facility includes a large garage space, law enforcement office, staff office, kitchen, first aid area, and shower/locker room facilities. This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

Project Status: Completed 2016

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production, 3d Modeling

SPRUCE CREEK HIGH SCHOOL GYMNASIUM RENOVATIONS



Owner: Volusia County Schools
Contact: Thomas Brown
300 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us
386-947-8786x50822

Hall & Ogle was selected to provide Design and Construction Administration for an extensive remodel to the existing Gymnasium at Spruce Creek High School. The scope of work included removal and replacement of the existing wood flooring, removal and replacement of the existing wood bleachers with new state of the art retractable bleacher seating with high performance plastic seating. The entrance doors in the gym were replaced and the entire gym was repainted. The scope also included all new HVAC equipment (rooftop mounted), all new LED lighting, and new electrical panels for control of the bleachers. The entire gymnasium was repainted from top to bottom, including custom painted logos on the gymnasium flooring. This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be renovated.

Project Status: Completed 2020

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
Joseph Burley	Cad Production

DAYTONA BEACH SHORES COMMUNITY CENTER

Owner: The City of Daytona Beach Shores, Florida
Contact: Kurt Swartzlander, City Manager
2990 S. Atlantic Avenue
Daytona Beach Shores, Florida 32124
kswartzlander@cityofdbs.org
386-248-1760



This 16,600 sf facility was designed to be a signature building for the City of Daytona Beach Shores. It had to serve many purposes from Council Chambers, to multi-purpose rooms, a Senior Center and tennis facilities. The distinctive shape and color of the roof were designed to reflect the proximity to the Atlantic Ocean just across the street and has become an iconic feature for the City. Construction cost for this project was $5,629,816.
This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

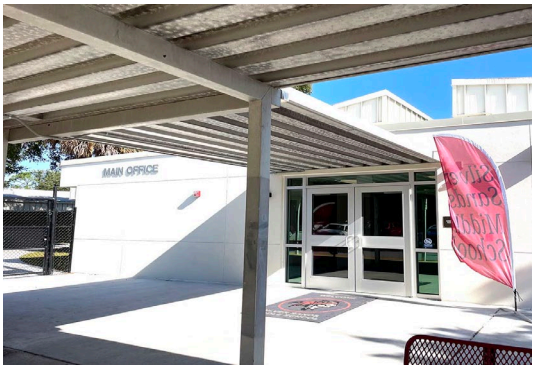
Project Status: Completed 2018

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
John E. Hall	Project Architect
Joseph Burley	Cad Production, 3d Modeling

SILVER SANDS MIDDLE SCHOOL
SECURITY AND ADMINISTRATION RELOCATION

Owner: Volusia County Schools
Contact: Thomas Brown
300 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us
386-947-8786x50822



Hall & Ogle was selected to provide the Master Planning, Design and Construction Administration of security upgrades, relocated Administration Offices and relocated Computer Labs to an existing occupied campus. Renovations include relocating the existing Administration offices to another building at the front of the campus, and renovating the vacated building to provide new Computer Lab Classrooms. This project was completed on a challenging, occupied campus.
The renovation portion of this project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be renovated.

Project Status: Completed 2021

Role of Key Personnel:

David D. Ogle	Primary Contact, Project Lead, Project Architect
John E. Hall	Project Architect
Joseph Burley	Cad Production, 3d Modeling

Related Experience and References

PROJECT EXAMPLE

Greyhound Lines
Terminal Replacement



Owner:
Greyhound Lines, Inc
350 Paul Street, 10th Floor
Dallas, Tx 75201
Contact: William Sliger
bill.sliger@greyhound.com
214-849-8196

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle
Project Architect
Project Administration

1. Description:

Hall & Ogle was selected to provide Design and Construction Administration for the new Greyhound Terminal Replacement in Daytona Beach. The project included demolition of the existing aged terminal, extensive site planning and traffic access reconfiguration. A very interesting and visible project, the new Greyhound Terminal Replacement came in on time and in budget at a construction cost of $1,326,226. We believe this project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

2. Type of Service Performed:

Hall & Ogle was contracted to provide full Architectural and Engineering services for this project. Our contract also included Construction Administration through the construction phase.

3. Delivery Method:

Construction Manager

4. Start / Finish Date

Architectural Design Services August 2020
Notice to Proceed New Terminal: May 2021
Construction Completed: March 2022

5. Project Schedule:

Architectural Design – 6 months
Construction – 10 months
On Time – In Budget

6. Contract Completed / Renewed / Extended:

Completed

PROJECT EXAMPLE

Hope Place Public Library



Owner:
The County of Volusia, Florida
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
Contact: Jose' Alvarez
JAlvarez@co.volusia.fl.us
386-248-1760

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle, Project Architect, Project Administration

1. Description:

The Hope Place Library is being constructed on the site of the old Hurst Elementary School in Daytona Beach. The 5,000 sf structure is being built in the same location of the original Kindergarten building that was partially demolished and will serve as a regional library to serve the surrounding neighborhoods as well as the Hope Place Shelter being built by Volusia County.

This project design and construction was to be executed while other construction and activities were being conducted, making this a challenge in coordination. The design also needed to be able to meet the needs of the neighborhood and the shelter for seamless operation. At a construction cost of $800,000, it also utilized the CM method of delivery. This project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be demolished.

2. Type of Service Performed:

Hall & Ogle was contracted to provide full Architectural and Engineering services for this project. Our contract also included Construction Administration through the construction phase.

3. Delivery Method:

Construction Manager

4. Start / Finish Date

Architectural Design Services: March 2017
Notice to Proceed: June 2018
Construction Completed: June 2019

5. Project Schedule:

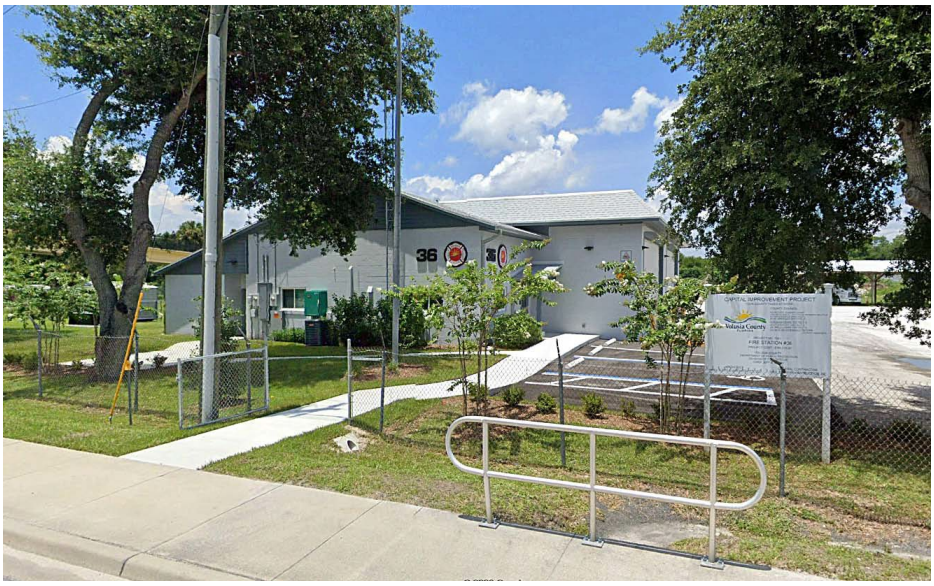
Architectural Design – 6 months
Construction – 12 months
On Time – In Budget

6. Contract Completed / Renewed / Extended:

Completed

PROJECT EXAMPLE

Osteen Fire Station 36
Renovation / Addition



Owner:
The County of Volusia, Florida
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
Contact: Jose' Alvarez
JAlvarez@co.volusia.fl.us
386-248-1760

Architect/ Prime:
Hall & Ogle Architects, Inc.
208 Magnolia Ave.
Daytona Beach, Florida 32114
David D. Ogle
Project Architect
Project Administration

1. Description:

The Osteen Fire Station No. 36 was in need of an expanded space to house new and larger fire containment vehicles as well as expanding the dormitory space for additional crew. The expansion included addressing circulation areas to meet Life Safety requirements, a new gear storage room, Decon area, and a new SCBA storage room. The existing apparatus bay was increased by over 900 square feet, with renovations to the existing kitchen, bathroom areas, and roof system. The building also received new impact rated windows and doors. Completed in 2019 for a construction cost of $813,182. We believe this project would be similar in scope to the new Fire Station Management Building if it is determined that the existing structure is to be renovated.

2. Type of Service Performed:

Hall & Ogle was contracted to provide full Architectural and Engineering services for this project. Our contract also included Construction Administration through the construction phase.

3. Delivery Method:

Construction Manager

4. Start / Finish Date

Architectural Design Services: April 2016
Notice to Proceed: June 2018
Construction Completed: May 2019

5. Project Schedule:

Architectural Design – 6 months
Construction – 11 months
On Time – In Budget

6. Contract Completed / Renewed / Extended:

Completed

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9449
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

May 11, 2023

RE: Letter of Reference – Hall & Ogle Architects Inc.

To Whom it May Concern:

I have had the pleasure of working on numerous projects with Hall & Ogle Architects Inc. since 2012. In each of these projects, Hall & Ogle have developed detailed plans and specifications capturing the vision of the City of Holly Hill. They have always shown excellent communication and have kept strong oversight of contractors' work.

Among the jobs that Hall and Ogle have helped the City include our Market renovations, multiple roof repairs and replacements, providing work within the confines of grants received, and most recently the interior build-out of a Public Works building and design of a new Fire Station.

The attention to detail when developing plans and asking the right questions to ensure that the City's vision is being met has always impressed me when working with the Hall & Ogle Team. Their contract administrative management ensuring that work is being done according to design has likewise been outstanding.

I highly recommend Hall & Ogle Architects Inc to your agency, and believe that they will help bring your vision to life. If you would like any additional information about Hall & Ogle, please feel free to contact me.

Sincerely,

Steven Juengst
Public Works Administration Manager
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117
sjuengst@hollyhillfl.org
(386) 248-9418
www.hollyhillfl.org

HALL & OGLE
ARCHITECTS, INC.

REFERENCES

Project:
First Step Shelter
Owner: City of Daytona Beach, Florida / First Step Shelter
Contact: Victoria Fahlberg
First Step Shelter
3889 W. International Speedway Blvd.
Daytona Beach, Florida 32114
victoriafahlberg@firststepshelter.org | 978-761-9952

Description:
Hall & Ogle was tasked to design the new First Step Shelter in Daytona Beach. Management of the new shelter was turned over to the First Step Shelter Organization following its completion in 2019, and its evolution continues with the Emergency Shelter Renovations. Hall and Ogle was selected to continue design services to add additional capabilities and upgrades to a very successful shelter project, similar in scope to the proposed Fire Station Management Building project.

Comments:

Hall & Ogle designed the First Step Shelter and oversaw the project every step of the way. I became acquainted with John Hall in 2019 when I was hired to run the newly opened emergency shelter. In 2020 I applied for and received a grant for $818,000 to improve and upgrade the facility and I sought out Hall and Ogle to further this project along after having already done such great work here. Hall & Ogle designed the project for these upgrades and again oversaw every aspect. Near the end of the project the General Contractor encountered problems that led to challenges for the to finish the project. John Hall did an outstanding job as our advocate with the contractor. Hall & Ogle met my expectations and more. We are now in the process of developing another project that will include some small units of affordable housing. There is only one firm I want – Hall & Ogle – because I have complete confidence in their ability to do what it takes to get the job done and to be sure that absolutely everything is complete.

Print Name: Victoria Fahlberg *Date:* 5/11/2023

Signature: Victoria Fahlberg, Executive Director First Step Shelter

Holly Hill Fire Department
1020 Daytona Ave.
Holly Hill, FL 32117

To: City of New Smyrna Beach
From: James Bland, Fire Chief
Date: May 11, 2023
Subject: Recommendation

Please consider this letter as a recommendation for Hall and Ogle Architects, Inc. I have had the pleasure of personally working with this firm on multiple occasions for the planning, design and construction administration of new fire stations. The first station was Daytona Beach Fire Station 7 located on LPGA Boulevard. The station was designed and built in the late 2000's. Our current project is a replacement station for the City of Holly Hill. Thanks to the talented design, and well thought recommendations of Hall and Ogle, these stations are projected to serve the department and community for the next 50 years and beyond with little or no modifications.

John and the rest of the team at Hall and Ogle have answered every call, request for change, and any questions we have had, promptly and professionally with the best interest of the City in mind. I have no hesitation in recommending Hall and Ogle Architects for your upcoming project.

Please let me know if you have any questions or need further information regarding this recommendation.

Regards,

James R. Bland, Fire Chief
City of Holly Hill Fire Rescue
1020 Daytona Ave,
Holly Hill, FL 32117
386-871-4871

HALL & OGLE ARCHITECTS, INC.

REFERENCES

Project:
Volusia County Schools Continuing Services Contract
Owner: The County of Volusia, Florida
Contact: Tom Brown
3750 Olson Drive
Daytona Beach, Florida 32124
tbrown@volusia.k12.fl.us l 386-947-8786

Description:
Hall & Ogle has maintained a close working relationship with Volusia County Schools for over 41 years. During that time, we have successfully completed projects from small maintenance upgrades to new schools with budgets exceeding 30 million dollars. We have maintained a continuing services contract for our entire working relationship, and continue to provide sound architectural services and successful projects, delivered on time and in budget. The range of projects completed for Volusia County Schools would include those that are similar in scope and size of the proposed Fire Station Management Building project.

Comments:
Hall and Ogle has been an outstanding partner with Volusia County Schools and has provided architectural services that have exceeded all expectations. They have always been very responsive and have served our district with the highest level of professionalism you could expect. The one thing that has set them apart from other firms is the fact that we have always worked directly with a principal of the firm from the start to the finish of a project whether it was a small renovation or a campus replacement. We look forward to continuing our relationship with Hall and Ogle and to completeing many more successful projects.

Print Name: Thomas Brown, Coordinator, Facilities Design & Construction *Date:* 5/12/2023

Signature: Thomas Brown

HALL & OGLE
ARCHITECTS, INC.

REFERENCES

Project:
Volusia County Continuing Services Contract
Owner: The County of Volusia, Florida
Contact: Jose' Alvarez
Facilities Management
3811 Tiger Bay Road
Daytona Beach, Florida 32124
JAlvarez@co.volusia.fl.us | 386-248-1760

Description:
Hall & Ogle has maintained a Continuing Services Contract with the County of Volusia for over 19 years. During that time, we have completed numerous projects ranging from mechanical upgrades, to public restroom facilities, fire stations, and lifeguard facilities. All successful projects, similar in scope to the proposed Fire Station Management Building project, delivered on time and in budget.

Comments:

As described above, Hall & Ogle has provided Architectural/Engineering (A/E) services to the County of Volusia on a continuous services contract for the last several years (+5). They consistently meet the terms of the contract by completing assigned projects on time and within budget, responding in a timely manner to communications and inquiries, providing adequate staff to manage the workload of the assigned projects, and adequately managing sub-consultants or subcontractors. Our level of confidence remains high in using Hall & Ogle in the future. Overall, our evaluation of Hall & Ogle is very positive.

Print Name: Jose R. Alvarez *Date:* 5/12/2023

Signature:

Project Approach / Management

Hall & Ogle uses a holistic team approach in developing our projects with our engineering team providing their expertise from Pre-Design through Post Construction. The consultant team we have assembled for the New Smyrna Beach Fire Station Management Building project are aware of and agree with our approach to project coordination, documentation production, and construction administration.

The flow outline listed below addresses items pertaining to Design Reviews and Coordination, Permitting, Scheduling and Phasing, Budgeting, and Contract Administration. These items are interconnected throughout all phases of the project, and it has been our experience that by phasing the project in the following manner a more streamlined development and control of these items is achieved.

1. Pre-Design Phase: (Design Reviews/ Scheduling and Phasing/ Budgeting)

   Meet with the NBS key personnel for this facility focusing on the following:

   a. Review basic programming needs/functions that staff has determined to be the core needs for the project.
   b. Help staff develop spatial requirements for each key function.
   c. Help staff to review adjacencies/work/people flow requirements for all functions.
   d. Review with NSB services staff what works/doesn't work for them, ensuring an efficient well functioning design.
   e. Review programmatic growth needs for the next 10/25 years.
   f. Review project size/function with requirements of project budget. Develop project alternates for methods of ensuring facility stays in budget.
   g. Review site constraints/opportunities with staff, developing concepts that best maximize opportunities and minimizing the constraints, also turning constraints into opportunities to best leverage owner's needs/budget.
   h. Develop proposed methods for accommodating facility occupation and continued use during demolition and construction phases of the project.
   i. Prepare initial Pre-Design Report and Proposal/ Recommendations for Owner's review and approval.

2. Document Production: (Design Reviews/ Scheduling and Phasing/ Budgeting/ Permitting)

   Develop design and construction documents for the project in the following traditional sequence of phases:

   a. Schematic / preliminary design phase: Development of schematic/preliminary design concepts for the project to include alternate concepts for the Owner's review and approval. Review approved concept for adherence to Owner's Construction budget and schedule.
   b. Design Development Phase: Development of the approved concept to include evaluation of proposed site development/ improvements, energy efficient exterior envelopes/ fenestration options and energy efficient mechanical HVAC/ electrical systems that your facilities department can easily maintain through the life of the facility. Complete review of proposed construction, materials and HVAC/ plumbing/ electrical systems and site development costs for adherence to Owner's construction budget and schedule. Provide Construction Manager design development document for preparation of the initial Guaranteed Maximum Price. Begin review coordination with NSB Facilities Director and Building Officials to insure project conformity to NSB standards and code compliance.

c. Construction Document Phase: Completion of complete/ accurate and well coordinated construction/ bidding documents and specifications. Work hand in hand with Construction Manager to provide an updated GMP. Work with NSB staff to provide products/ systems that are durable/ low maintenance and with-in the capabilities of staff to maintain and operate. Review final documentation/ design with NSB Building Officials to insure project conformity to NSB standards and code compliance.

d. Bidding Phase: Assist the Construction Manager during the bidding of the project, for adherence to the requirements of the bid documents and specifications. Review and evaluate bid alternates provided in construction documents to maintain project budget. If required, provide revised documents for cost reduction and/or budget adherence. Confirm receipt of all permits required for construction of the project.

3. Construction Administration Phase: (Contract Administration)

a. Conduct weekly construction progress/ review meetings with the Owner's representative and the Construction Manager at the job site during the construction phase of the project.
b. Provide interpretations of the contract documents as required by the Owner or Construction Manager, and provide resolution of any construction issues that may arise during construction.
c. Provide weekly inspections of Work in Place for adherence to the contract documents and specifications.
d. Provide weekly construction inspection reports to the Owner and Construction Manager. Provide timely and thorough shop drawing review of all required items.
e. Attend all pre-construction meetings on major building elements and systems.
f. Provide a team player approach to all RFI's and resolution (with required documents) of any construction issues with the owner's interest in full focus, not to hinder or delay the construction schedule and minimize any additional cost to the owner.
g. Provide inspection and punchlists for all work in place at the completion of the projects' construction.
h. Review all of the required close-out documents submitted by the Construction Manager, for the project to include: 'as-built' drawings (digital format), Owner's operation/ maintenance manuals, and project warranties.
i. Confirm completion and provide final acceptance of Work in place for Owner's use of the project.

4. Warranty Period Services: Provide inspection of project at end of Construction Manager's warranty period (typically 1 year) to identify any construction, materials, or systems difficulties. Provide one year warranty inspection report to Owner and Construction Manager. Confirm all required corrective work.

Section VI.E – Item B *"Approach to be taken with working with the City of New Smyrna Beach"*

The approach to be taken for the new NSB Fire Station Management Building project will begin by meeting with the project officials to refine the scope of work, and lay out plans and project milestones moving forward. We will then evaluate the existing building from both condition and suitability standpoints.

Once the evaluation is complete, we will again meet with the project officials to determine the ultimate direction of the project, timeframe and budget criteria. At this point we will develop a refined project schedule and proceed with our 3-Phase project Approach outlined previously.

Section VI.E – Item C *"List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence. "*

Hall and Ogle's 41 year history has given us tremendous insight into the complexities of project scheduling, as well as what is necessary to adhere to that schedule. We believe in open communication with all project stakeholders, and that communication includes identifying realistic timeframes. In our initial meetings with the project officials, we will help create a realistic project schedule from the very beginning, one that our over 41 years experience tells us is achievable.

That experience has not been stagnant, Hall and Ogle has always maintained a position on the forefront of technology. We have refined our abilities over those 41 years into a streamlined production process that includes the use of the latest CAD software and equipment. We employ visualization tools such as Autodesk Revit and Sketchup to aid in the design process, virtually eliminating unforeseen surprises in new construction and design conflicts. Time is no longer wasted chasing conflicts between consultants or design disciplines.

In addition to our highly trained and experienced production personnel, the Firm Principals are also fluent in the CAD software and are also part of the production team. This ensures production continuity throughout the duration of the project.

Our track record speaks for itself, we have over 41 years of experience in projects ranging from $50k to over $30M in construction cost, small renovations to entire school campuses, all brought in on time and in budget.

Section VI.E – Item D *"Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project."*

In the past, Hall & Ogle has relied on industry standard estimating methods along with collaborating with local construction firms to be able to accurately predict a project construction cost. Due to the extreme volatility of the construction market in recent years we have moved to utilizing Cost Estimating firms that have the most up-to-date resources to predict construction climate and supply impacts to a project's budget, and provide us with detailed, accurate construction cost predictions.

Our procedure is to enlist the estimating firm from the beginning of the project so as to keep abreast of impacts to the project budget with regards to design revisions and/or revisions to project scope.

Section VI.E – Item E *"Examples of reports that would typically be made available to the City, if applicable"*

From our Firm's inception in 1982, Hall and Ogle has maintained that the practice of open lines of communication is one of the most critical components of a successful project. All project related items that could affect the design, schedule, construction or budget are considered critical path components that need to be addressed and/or communicated by all stakeholders involved. To that end, the City of New Smyrna Beach would be included in the communication pool for any and all investigative reports and documentation concerning the project including:

- Soils and Site Analysis
- Existing Building Evaluation
- Budget Predictions
- Production Documentation
- Lighting and/or Environmental Studies (if applicable)
- Projected Operating Costs (if applicable)
- Construction progress and field reports

Any additional reports that we require to aid in the design and construction would be made available to the City as well.

Section VI.E – Item F *"Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition"*

We believe we are the right choice for the new NSB Fire Station Management Building project for the following reasons:

- Hall and Ogle Architects is contracted with the City of New Smyrna Beach for Continuing Services, and was also the Architect of Record for the adjacent Fire Station 50. As such, we are intimately knowledgeable about the site, area, traffic patterns and surrounding environment as a whole for this project, and are very familiar with the requirements, procedures, and expectations of the municipality.
- As a small firm, we are able to provide directed focus to our projects. Our firm principals work collaboratively and both are directly involved with the project. One will be the project lead architect, and you will communicate directly with him throughout the duration of the entire project.
- Our project approach has been developed and refined over the course of our 41 year history as an Architectural Firm, and we enjoy a track record of consistently bringing in projects on time and in budget.
- We are local to the area, and are only minutes away from the project site. Our team members also are all not more than an hour away and are available for consultation at a moments notice.

Section VI.E – Item G *"Discuss why your firm is a fit for the City and why your firm should be selected."*

We at Hall and Ogle believe that for every project, there is the right firm for that project. There are many firms in the Central Florida area who are equally as qualified and suitable for this or any other project.

That being said, we contend that if the City of New Smyrna Beach would like a local firm who has knowledge of the site, has a wealth of experience in projects similar to this one, who has experience working with the municipality of New Smyrna Beach, whose Principals are directly involved with your project, and who has an extensive track record of satisfied clients and projects brought in on time and in budget, we feel that Hall and Ogle Architects would be the right choice for ***this*** project, and we would welcome the opportunity to work again with the City of New Smyrna Beach, Florida.

Proposed Design Schedule

Proposed Design Schedule

In order to identify a realistic schedule for the New Smyrna Beach Fire Station Management Building project, Hall and Ogle Architects would offer the following:

The Scope of Services states that the project shall be either a building remodel or a complete teardown and rebuild. The existing building will need to be evaluated for suitability in regards to the City's needs, budget, and project goals. A preliminary estimate of the timeframe for that evaluation would be 1 to 2 months, though a realistic and more precise timeframe would need to be determined upon entering into contract with the City and the existing building can be inspected by the project team members. This evaluation will become the Pre-Design Phase outlined in our Project Approach.

After the evaluation period and the final project scope is identified (renovation or rebuild), we would then implement our standard 3-Phase process as outlined in our Project Approach.

The Schematic Phase will include development of schematic/preliminary design concepts for the project to include alternate concepts for the Owner's review and approval. The preliminary estimate of the timeframe for this phase would be from 1 to 3 months, again, depending on the complexity of the project to be determined.

The Design Development Phase will include development of the approved concept to include evaluation of proposed site development/ improvements, exterior envelopes/ fenestration options and mechanical HVAC/ electrical systems. Complete review of proposed construction, materials and HVAC/ plumbing/ electrical systems and site development costs for adherence to Owner's construction budget and schedule. Provide Construction Manager design development document for preparation of the initial Guaranteed Maximum Price. Begin review coordination with NSB Facilities Director and Building Officials to insure project conformity to NSB standards and code compliance. This phase is estimated to take 2 to 3 months.

The Construction Document Phase will include completion of complete/ accurate construction/ bidding documents and specifications, collaboration with Construction Manager to provide an updated GMP. review with NSB staff the provision of products/ systems that are durable/ low maintenance and with-in the capabilities of staff to maintain and operate. Review final documentation/ design with NSB Building Officials to insure project conformity to NSB standards and code compliance. This Phase is expected to take from 2 to 3 months.

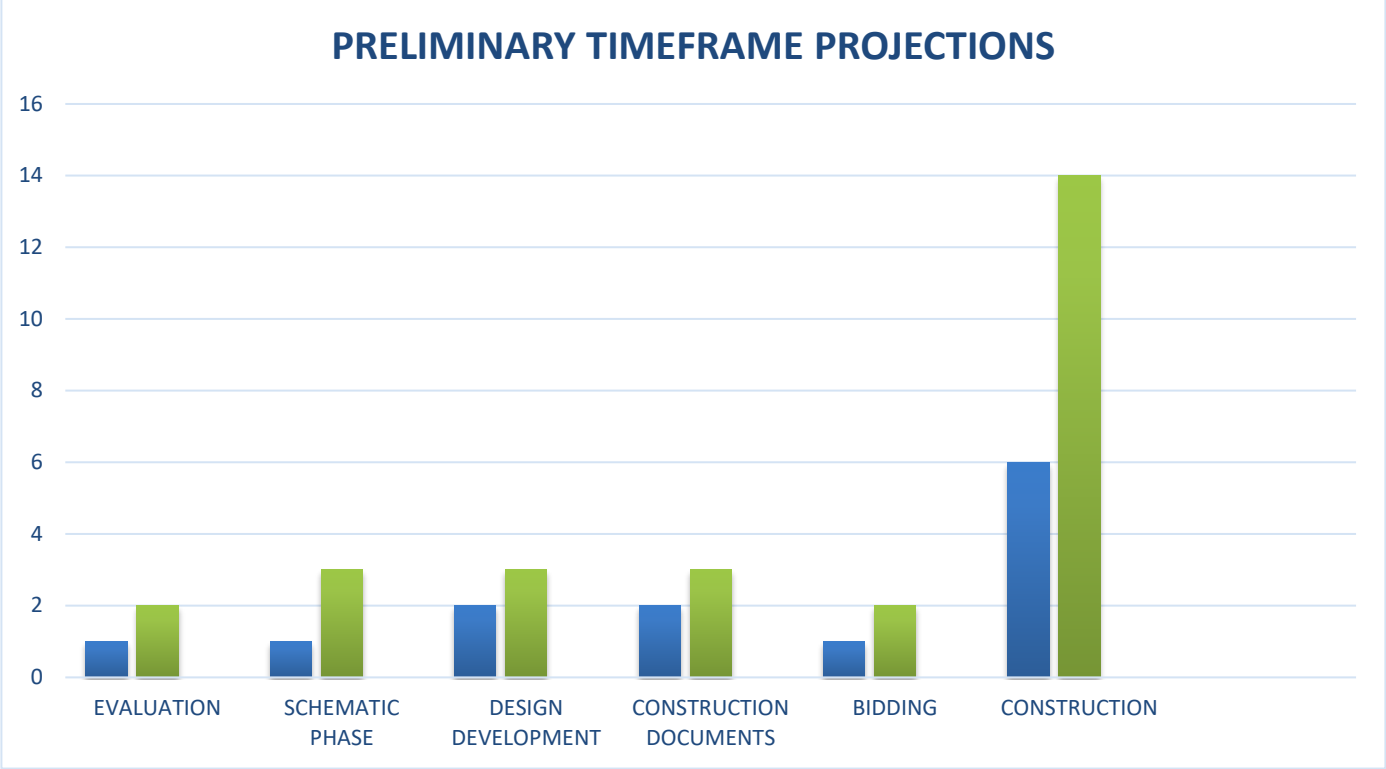
The Bidding Phase includes assisting the Construction Manager during the bidding of the project, for adherence to the requirements of the bid documents and specifications. Review and evaluate bid alternates provided in construction documents to maintain project budget. If required, provide revised documents for cost reduction and/or budget adherence. Confirm receipt of all permits required for construction of the project. This Phase is expected to take between 1 to 2 months.

The Project Construction Phase timeframe (which would be determined during the initial design phases) could range from 6 to 14 months depending on the ultimate project scope.
The total preliminary estimated time frame for Project Design Services (including existing building evaluation) would range from 6 to 11 months, depending on Project Scope TBD.

The total preliminary estimated time frame for Project Construction (including bidding) would range from 7 to 16 months, depending on Project Scope TBD.

It is important to note that these projected general timeframes are based on the given Project Scope of Services which may change as the type of construction (renovation or rebuild) is identified and the existing building is evaluated for suitability.

To arrive at the final refined Project Schedule, all team members will be in agreement with the timeframe as it relates to their project responsibilities, assuring that the schedule will be attainable by all parties involved, and scheduling control is maintained.



Required Forms

VENDOR INFORMATION

BID #:	RFQ 16-23-CIP
BID TITLE:	Professional Architectural Services - Fire Station Management Building

Respondent Information	
Company Name: Hall & Ogle Architects, Inc.	Federal Employer Identification Number or SS Number: 59-2209909 DUN Number: 080391275
Mailing Address: 208 Magnolia Ave.	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Daytona Beach, Fl. 32114	Incorporated in the State of: Florida
Corporate Address: 208 Magnolia Ave.	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: (Yes) or No
City, State, Zip Code: Daytona Beach, Fl. 32114	Authorized to transact business in Florida: (Yes) or No
Telephone No.: (386) 255-6163	State of Florida Department of State Certificate of Authority Document No: F93505
Email Address: dogle@hoarchitects.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: John E. Hall	Vice President: David D. Ogle
Secretary: David D. Ogle	Treasurer: David D. Ogle
Other:	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

David D. Ogle
Printed Name

Title: Vice President

Date: May 15, 2023

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
Hall & Ogle Architects, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
208 Magnolia Avenue

City, state, and ZIP code
Daytona Beach, FL 32114

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
5	9	–	2	2	0	9	9	0	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** David D. Ogle **Date ▶** 5.15.2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** _____ **REVISED VENDOR:** X

DATE: May 15, 2023

VENDOR NAME: Hall and Ogle Architects, Inc.

VENDOR DBA: Hall and Ogle Architects, Inc.

PRODUCT/SERVICE PROVIDED: Architectural Design

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
208 Magnolia Ave.	208 Magnolia Ave.	208 Magnolia Ave.
ADDRESS	ADDRESS	ADDRESS
Daytona Beach, Fl.	Daytona Beach, Fl.	Daytona Beach, Fl.
CITY/STATE	CITY/STATE	CITY/STATE
32114	32114	32114
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: David D. Ogle

E-MAIL: dogle@hoarchitects.com

OFFICE PHONE: (386) 255-6163

FAX:

MOBILE PHONE: (386) 547-2695

FEDERAL TAX ID#: 59-2209909

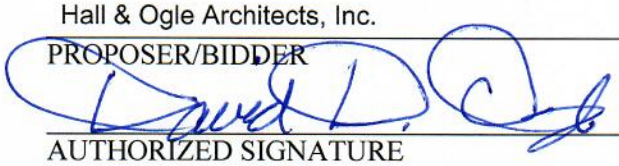
DUNS Number: 080391275

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Hall & Ogle Architects, Inc.
PROPOSER/BIDDER



AUTHORIZED SIGNATURE

David D. Ogle - Principal / Vice President
OFFICER TITLE

May 15, 2023
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

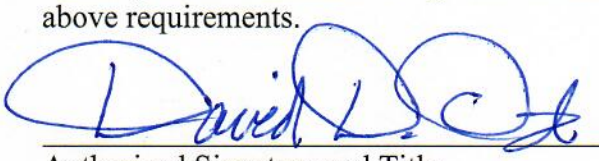
PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Authorized Signature and Title

Date: May 15, 2023

David D. Ogle, Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

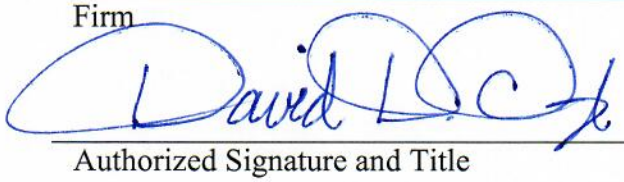
I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFQ 16-23-CIP described as:

Professional Architectural Services - Fire Station Management Building.

Hall & Ogle Architects, Inc.
Firm

May 15, 2023
Date



Authorized Signature and Title

David D. Ogle, Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: May 15, 2023

Authorized Signature

David D. Ogle, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONFLICT OF INTEREST STATEMENT

State of Florida: City of Daytona Beach

Before me, the undersigned authority, personally appeared David D. Ogle who was duly sworn, deposes, and states:

1. I am the Vice President of Hall & Ogle Architects, Inc. with a local office in Daytona Beach, Florida (City & State) and principal office in Daytona Beach, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as RFQ 16-23-CIP, Professional Architectural Services – Fire Station Management Building.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

David D. Ogle
Typed Name

Vice President
Title

David D. Ogle
Signed

May 15, 2023
Dated

Sworn to and subscribed before me this 15th day of May ~~2022~~ 2023.

Personally known ✓ OR produced identification ____. Identification type: Todd Donlick

Notary Public: State of FLORIDA County of VOLUSIA

TODD DONLICK
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

David D. Ogle, being first duly sworn, deposes and says that:

He/she is Vice President of Hall & Ogle Architects, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

David D. Ogle
Signed

Vice President, Hall & Ogle Architects, Inc.
Title

Subscribed and sworn to before me this 15th day of May, 2023.

Todd Donlick
Todd Donlick - Notary
Title

My Commission Expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by David D. Olge, Vice President
(Print Individual's Name and Title)
for Hall & Ogle Architects, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Architecture

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2209909

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

David D. C[illegible]
(Signature)

Sworn and subscribed before me this 15th day of May, ~~2022~~ 2023

Personally known ✓

Todd Donlick
(Notary)

OR produced identification _____

Notary Public State of FLORIDA

_____
(Type of Identification)

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Hall & Ogle Architects, Inc.

Consultant E-Verify Registration Number: 1649370

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: David D. Ogle

Print Name: David D. Ogle

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 15th Day of May, 2023. S/He is personally known to me or has produced _____ As identification.

Todd Donlick
Notary Public

My commission expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 102247
My Comm. Expires Mar 13, 2025
Bonded through National Notary Assn.

Receipt of Addenda

ADDENDUM 1

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 19, 2022

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

1. **Question:** CPH would respectfully like to ask for clarification regarding the response deadline of the proposal RFQ 16-23-CIP - PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING.

   There are several places in the RFQ where is states a response deadline of May 16, 2023, 9:00 a.m., and other places where it states a proposal submission deadline of May 15, 2023, 5:00 p.m.

   Answer: Response deadline is 5:00 PM on May 15, 2023. Opening of the submittals is 9:00 AM on May 16, 2023.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): David D. Ogle Proposer Signature: David D. Ogle

Hall & Ogle Architects, Inc.

Firm Name (Please Print)

ADDENDUM 2

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 28, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Correction: The correct date that addendum 1 was issued is April 19, 2023.

Attachments: Revised Addendum 1

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): David D. Ogle Proposer Signature: David D. Ogle

Hall & Ogle Architects, Inc.

Firm Name (Please Print)

ADDENDUM 1

RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building

April 19, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 16-23-CIP: Professional Architectural Services - Fire Station Management Building, issued April 13, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

1. **Question:** CPH would respectfully like to ask for clarification regarding the response deadline of the proposal RFQ 16-23-CIP - PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING.

   There are several places in the RFQ where is states a response deadline of May 16, 2023, 9:00 a.m., and other places where it states a proposal submission deadline of May 15, 2023, 5:00 p.m.

   Answer: Response deadline is 5:00 PM on May 15, 2023. Opening of the submittals is 9:00 AM on May 16, 2023.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)



HALL & OGLE ARCHITECTS, INC.

PRESENTING FOR

PROFESSIONAL ARCHITECTURAL SERVICES
RFQ NO. 16-23-CIP
FIRE STATION MANAGEMENT BUILDING
FOR
THE CITY OF NEW SMYRNA BEACH, FLORIDA

2840

HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
AA-C000925

- We are a local firm based in downtown Daytona Beach where we've been since1982 with 42 years of practice focused on work in Volusia County.
- We live here, we work here, and we have a vested interest in our Community and its built environment.
- We currently hold a Continuing Services Contract with the City of New Smyrna Beach.
- We have completed several projects in the City of New Smyrna Beach and are familiar with NSB requirements and procedures.

RELATED EXPERIENCE – NEW CONSTRUCTION





NEW SMYRNA BEACH FIRE STATION 50





RELATED EXPERIENCE – NEW CONSTRUCTION



ORMOND BEACH FIRE STATION 92



ORMOND BEACH FIRE STATION 91

RELATED EXPERIENCE – NEW CONSTRUCTION



HALIFAX PLANTATION FIRE STATION 16



NORTH PENINSULA FIRE STATION 14

RELATED EXPERIENCE – NEW CONSTRUCTION



LAKE HELEN FIRE STATION 35



FLAGLER AVENUE LIFEGUARD STATION

RELATED EXPERIENCE – NEW CONSTRUCTION



HOLLY HILL REPLACEMENT FIRE STATION 96



DAYTONA BEACH FIRE STATION 7

RELATED EXPERIENCE – NEW CONSTRUCTION



GREYHOUND TERMINAL REPLACEMENT



DAYTONA BEACH SHORES COMMUNITY CENTER

RELATED EXPERIENCE – RENOVATIONS/ ADDITIONS



UCF BUSINESS INCUBATOR



DELTONA LIBRARY – ENVIRONMENTAL CENTER

RELATED EXPERIENCE – RENOVATIONS/ ADDITIONS



WOODWARD ELEMENTARY RENOVATIONS/ ADDITIONS



WESTSIDE ELEMENTARY RENOVATIONS / ADDITIONS

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KEY PERSONNEL

- **Lead Architect / Primary Contact**: David D. Ogle
  Primary point-of-contact, Production/ Project Administration
  Over 20 year working relationship with team sub-consultants.

- **Design Architect**: John E. Hall
  Lead Design/ Code Compliance/ Production
  Over 20 year working relationship with team sub-consultants.

- **H&O Production Team**: Schyler Cerqueira / Joseph Burley
  Project Document Production

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CONSULTING TEAM:

DISCIPLINE	CONSULTANT	OFFICE LOCATION
Civil Engineer/ Landscape Architect	Parker Mynchenberg and Associates	Holly Hill
Structural Engineer	John Simko, P.E. MS Structural Engineers	Ormond Beach
Mechanical, Plumbing, Electrical Engineer	SGM Engineering, Inc.	Orlando

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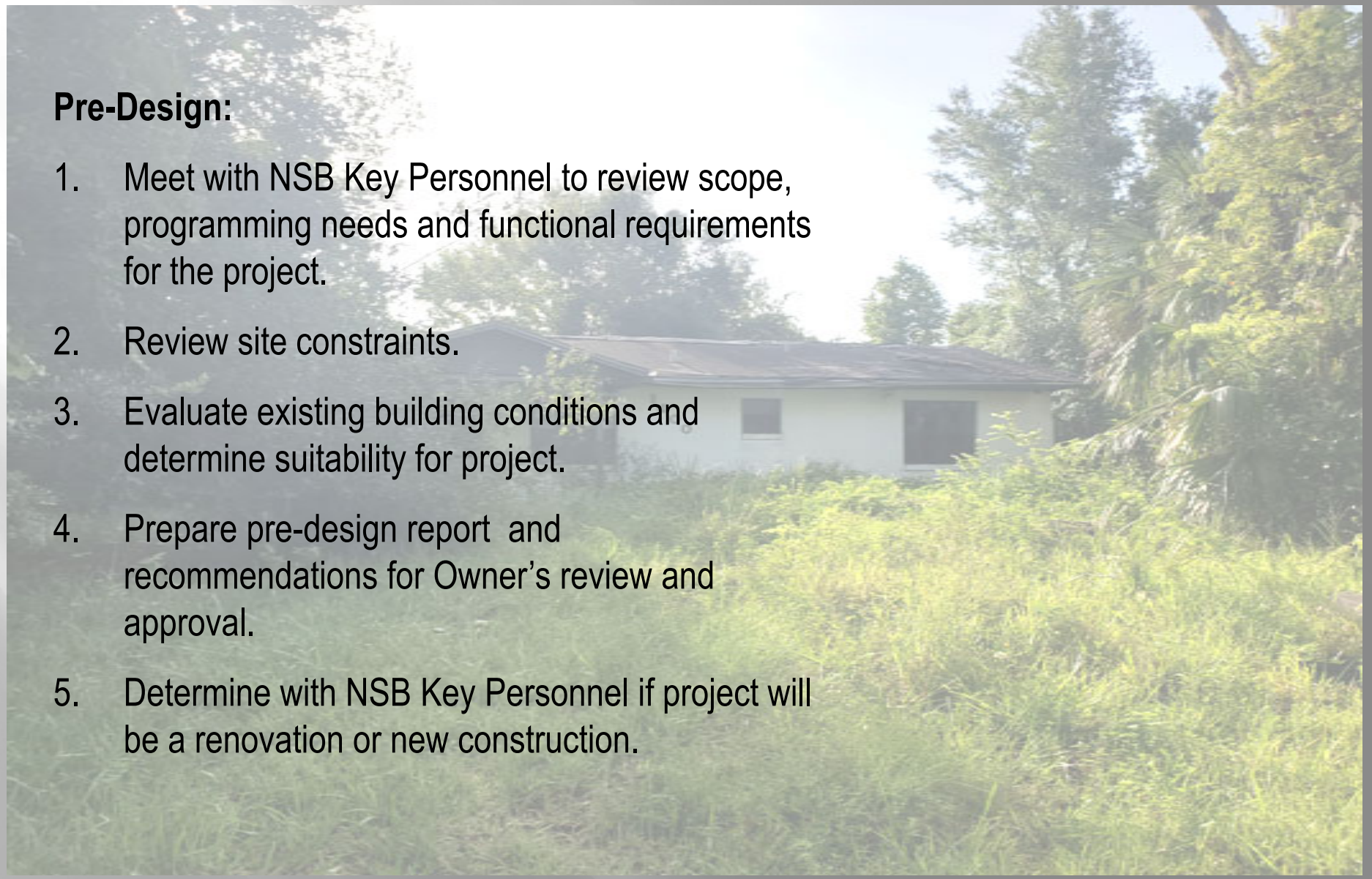
CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



2852

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CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING

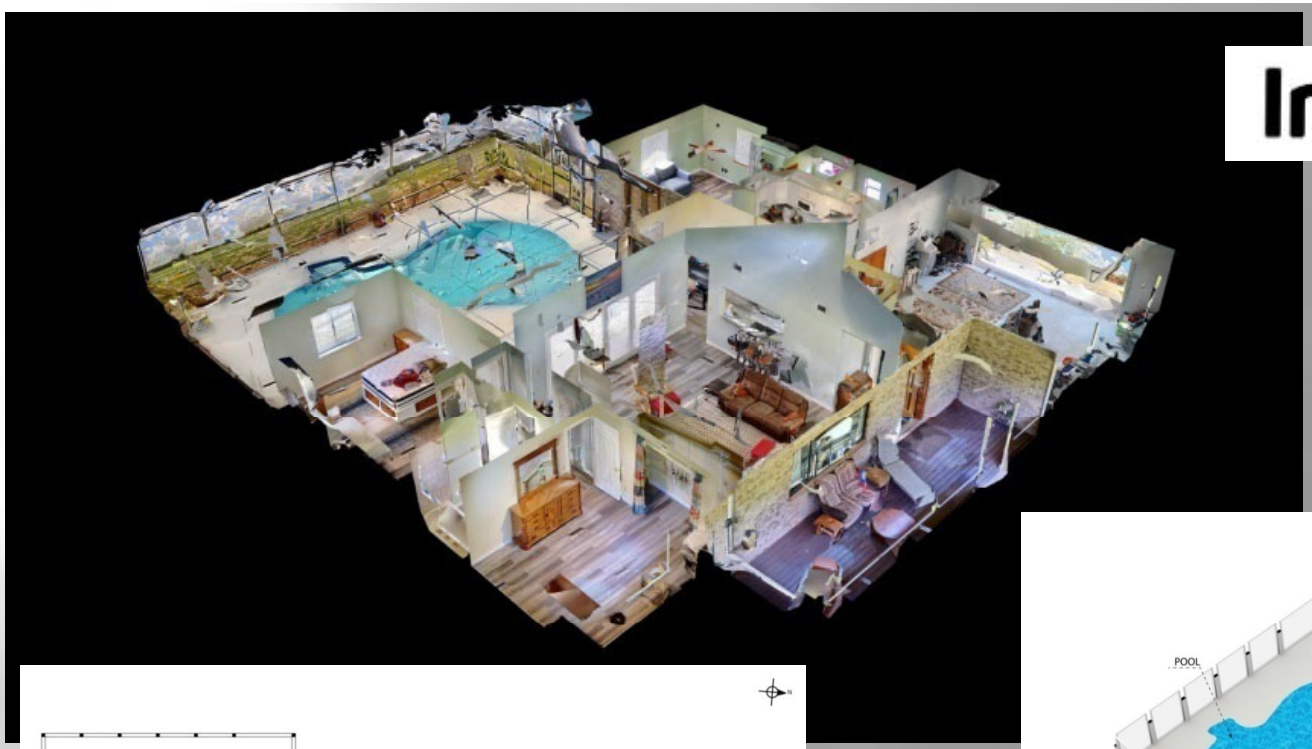


Pre-Design:

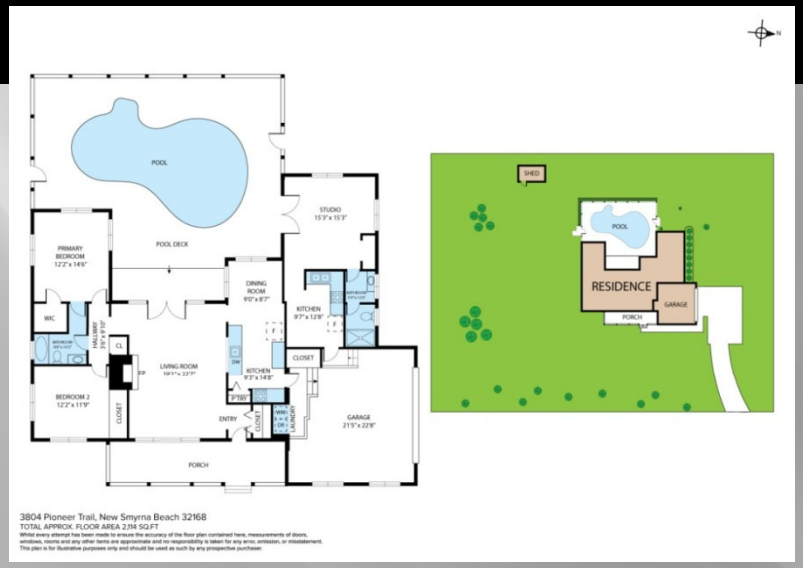
1. Meet with NSB Key Personnel to review scope, programming needs and functional requirements for the project.
2. Review site constraints.
3. Evaluate existing building conditions and determine suitability for project.
4. Prepare pre-design report and recommendations for Owner's review and approval.
5. Determine with NSB Key Personnel if project will be a renovation or new construction.

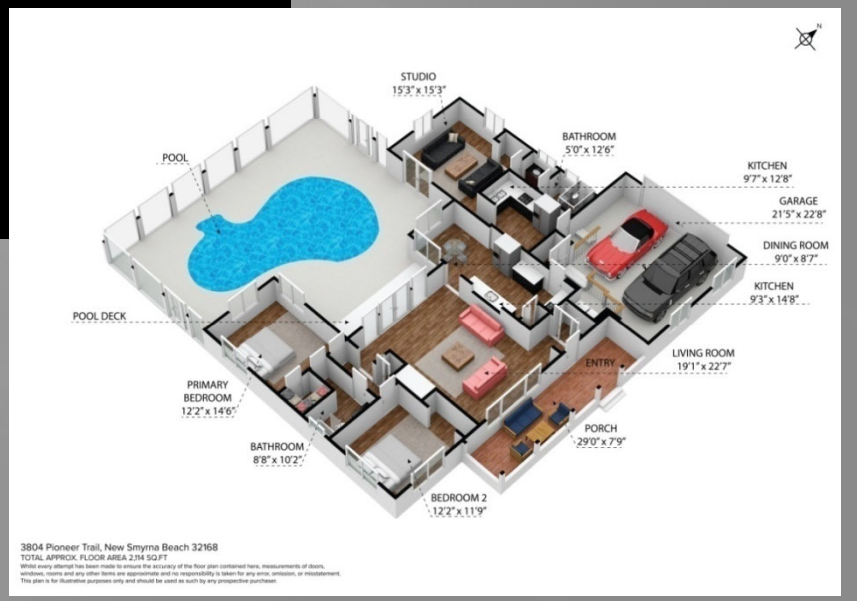
HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
AA-C000925

CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



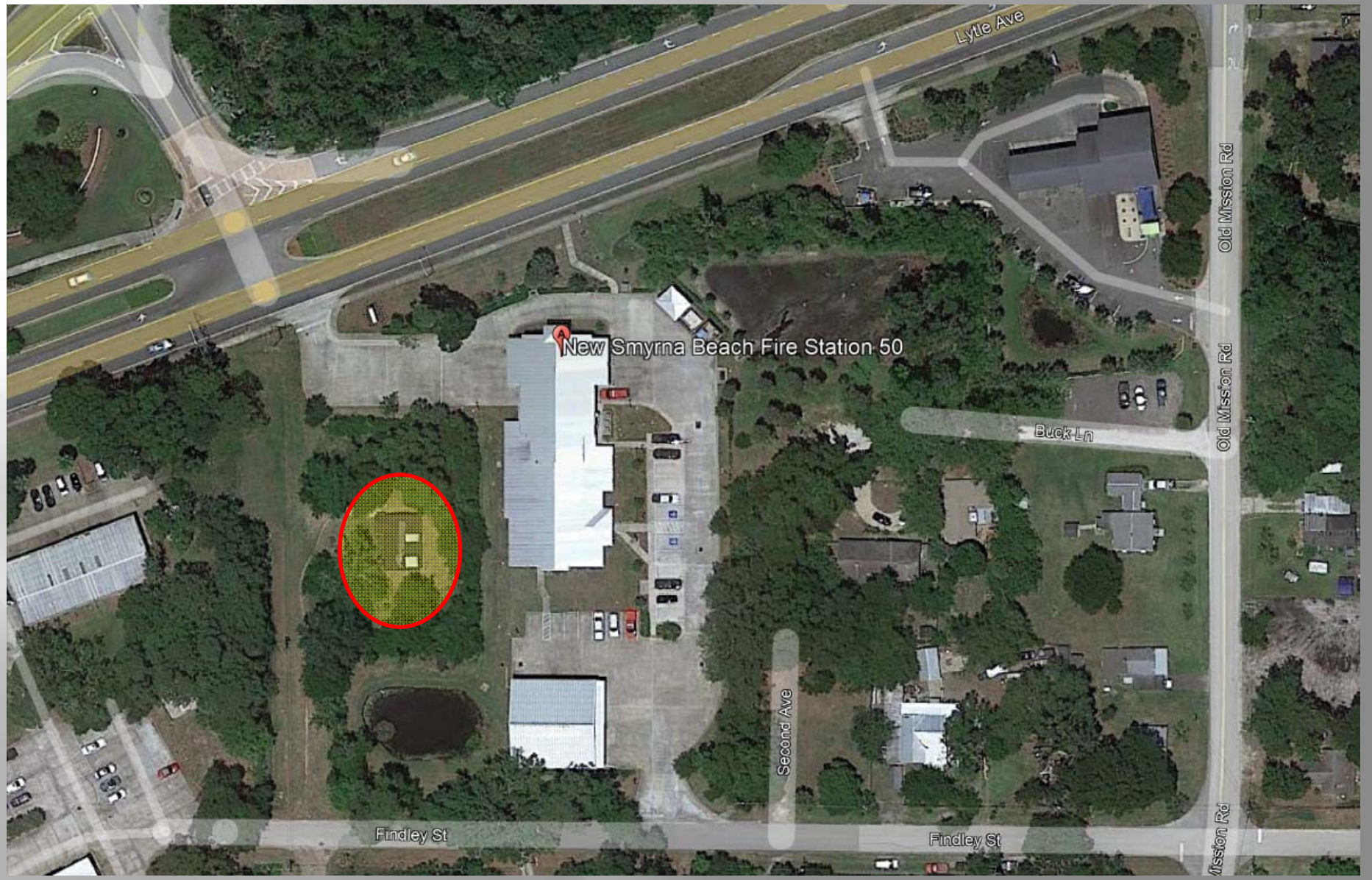
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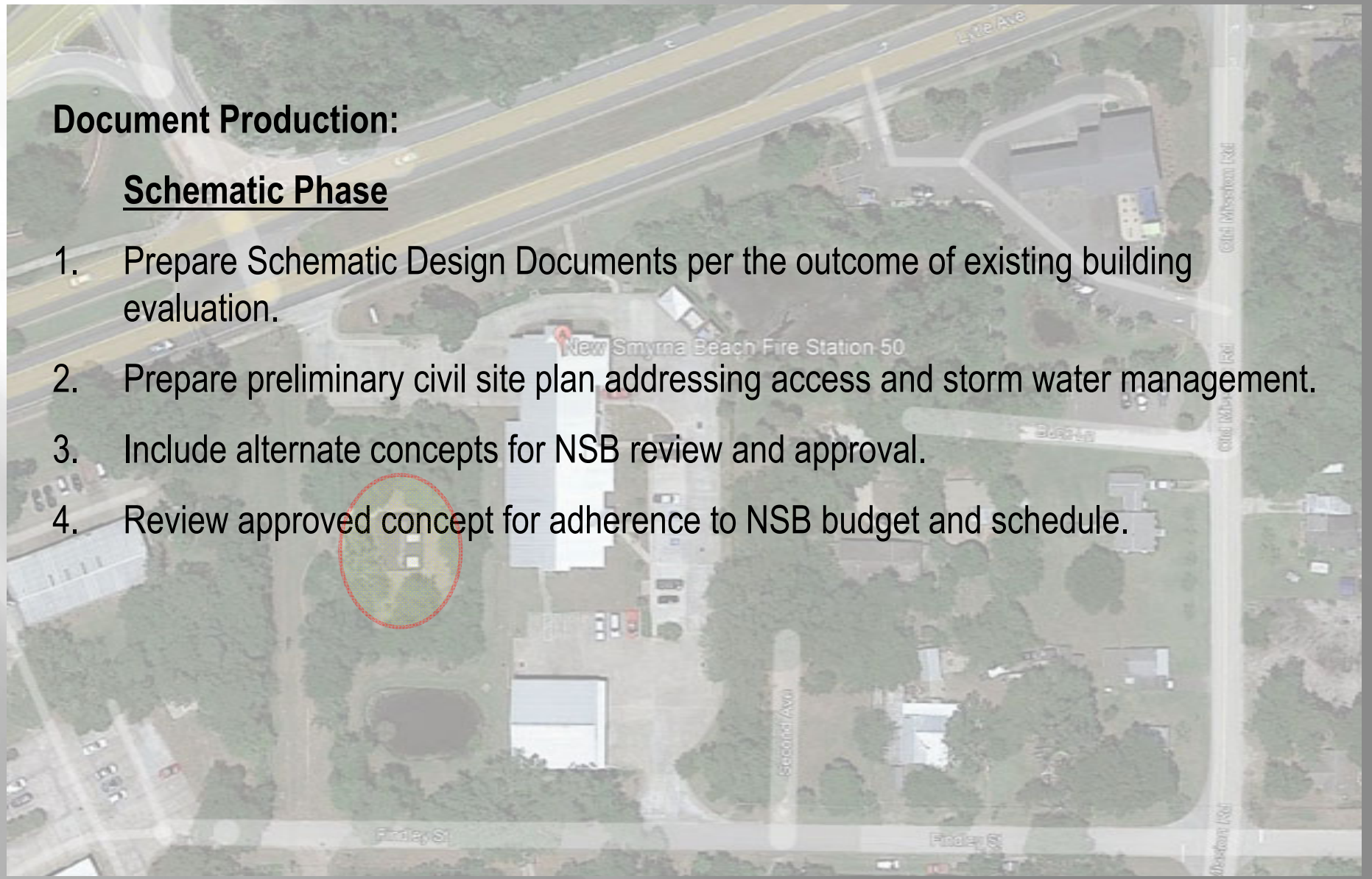
CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



2855

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CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



Document Production:

Schematic Phase

1. Prepare Schematic Design Documents per the outcome of existing building evaluation.
2. Prepare preliminary civil site plan addressing access and storm water management.
3. Include alternate concepts for NSB review and approval.
4. Review approved concept for adherence to NSB budget and schedule.

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SCHEDULED TASKS

Document Production:

Design Development Phase

1. Prepare Design Development Documents to include preliminary structural, mechanical, plumbing and electrical options.
2. Complete review of proposed construction materials, M/E/P systems and site development costs for adherence to Owner's budget and schedule.
3. Begin review coordination with Key Personnel and Building Official to ensure project conformity to NSB standards and code compliance.



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SCHEDULED TASKS

Document Production:

Construction Document Phase

1. Completion of construction/ bidding documents and specifications.
2. Work with NSB staff to provide products/ systems that are durable/ low maintenance and with-in the capabilities of staff to maintain and operate.
3. Review final documentation/ design with Key Personnel and Building Official to ensure project conformity to NSB standards and code compliance.







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SCHEDULED TASKS

Document Production:

Bidding Phase

1. Assist the City during the bidding of the project for adherence to the requirements of the bid documents and specifications.
2. Review and evaluate bid alternates provided in construction documents to maintain project budget. If required, provide revised documents for cost reduction and/or budget adherence.
3. Confirm receipt of all permits required for construction of the project.



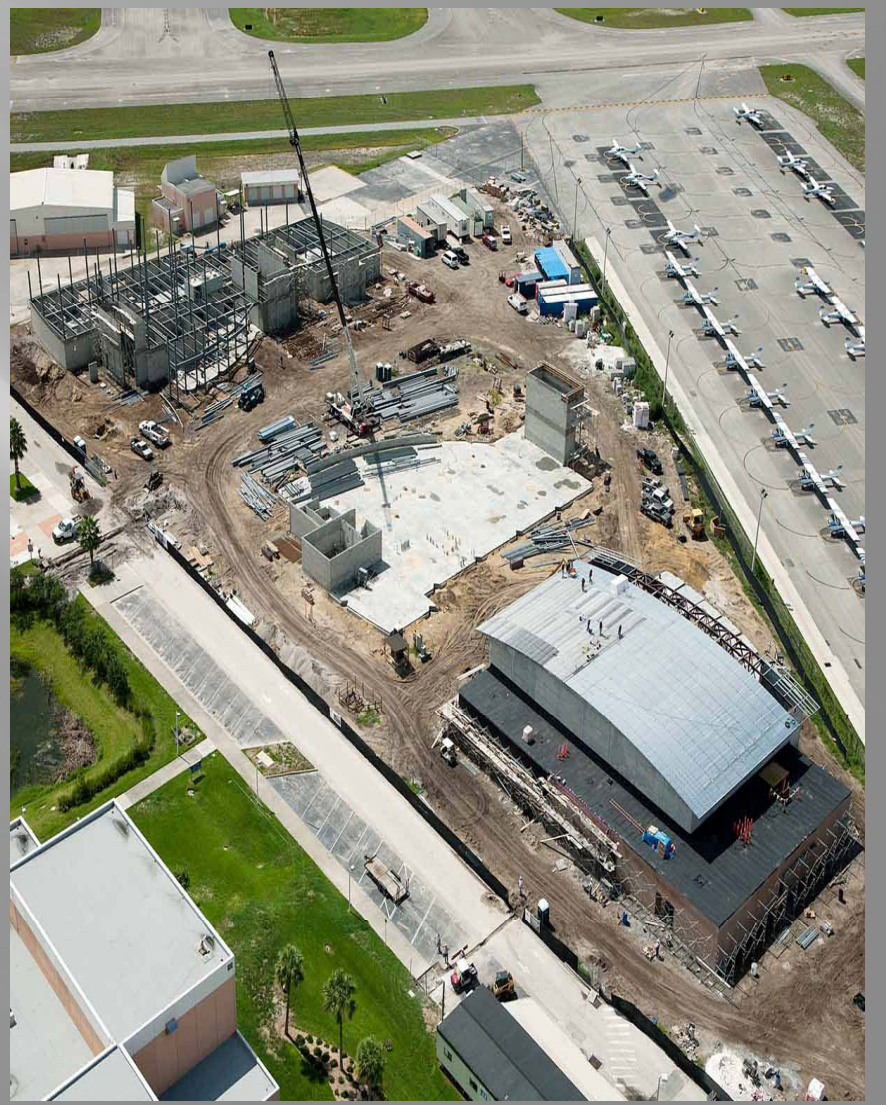
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SCHEDULED TASKS

Document Production:

Construction Administration Phase

1. Attend weekly construction progress/ review meetings and site inspections with the Owner's representative and the Contractor at the job site during the construction phase of the project.
2. Attend all pre-construction meetings on major building elements and systems.



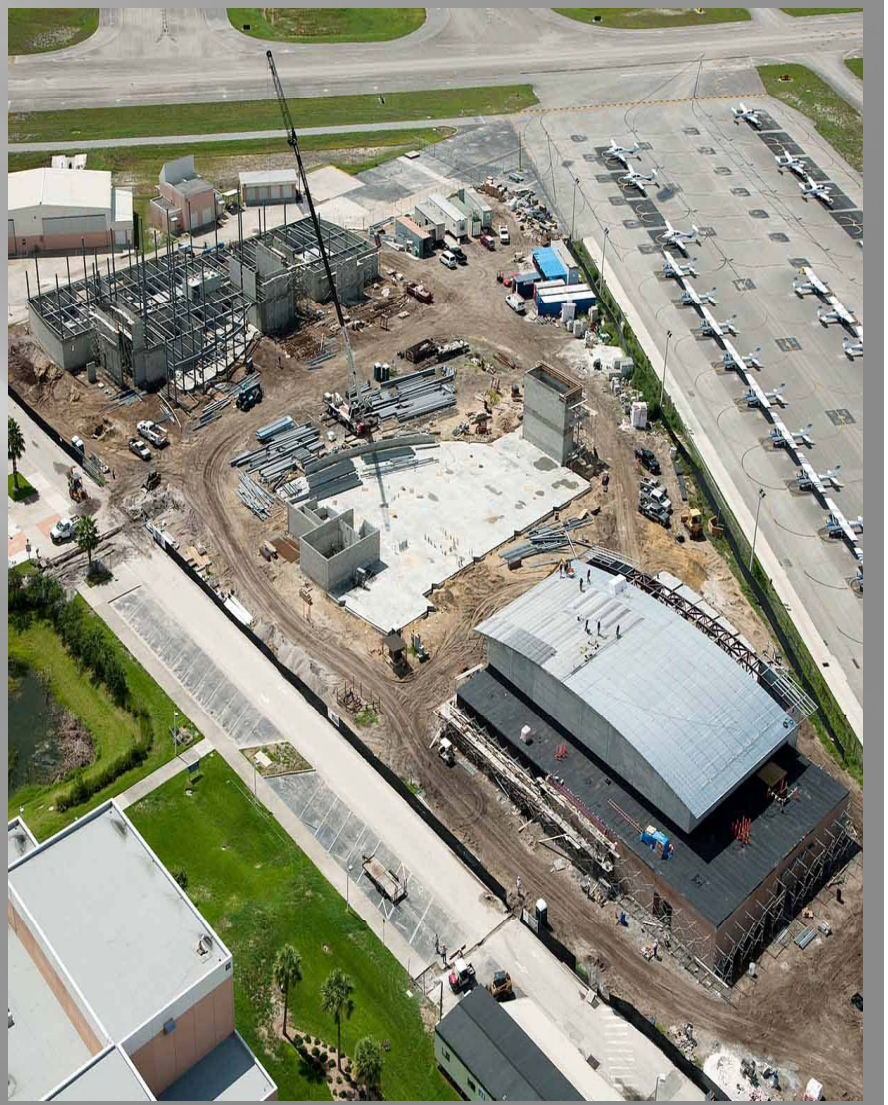
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SCHEDULED TASKS

Document Production:

Construction Administration Phase

3. Resolve any/ all RFIs during bidding and construction.
4. Provide inspection and punchlists at substantial completion of construction.
5. Review close-out documents.
6. Confirm completion and provide final acceptance of work-in-place for Owner's use of the project.



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PROPOSED DESIGN SCHEDULE / SCOPE OF WORK / PROCESS

- **Existing Building Evaluation**: Preliminary Estimate 1-2 Months. Determine if project will be a renovation or demo/ new construction.
- **Schematic Phase**: 1-3 Months. Provide schematic design drawings with alternate options/ concepts for Owner's approval.
- **Design Development Phase**: 2-3 Months. Development of Owner approved conceptual drawings. Review with NSB Key Personnel and Building Officials for conformity to NSB standards and code compliance.
- **Construction Documents**: 3-4 Months. Complete plan set and specifications for bidding / construction.

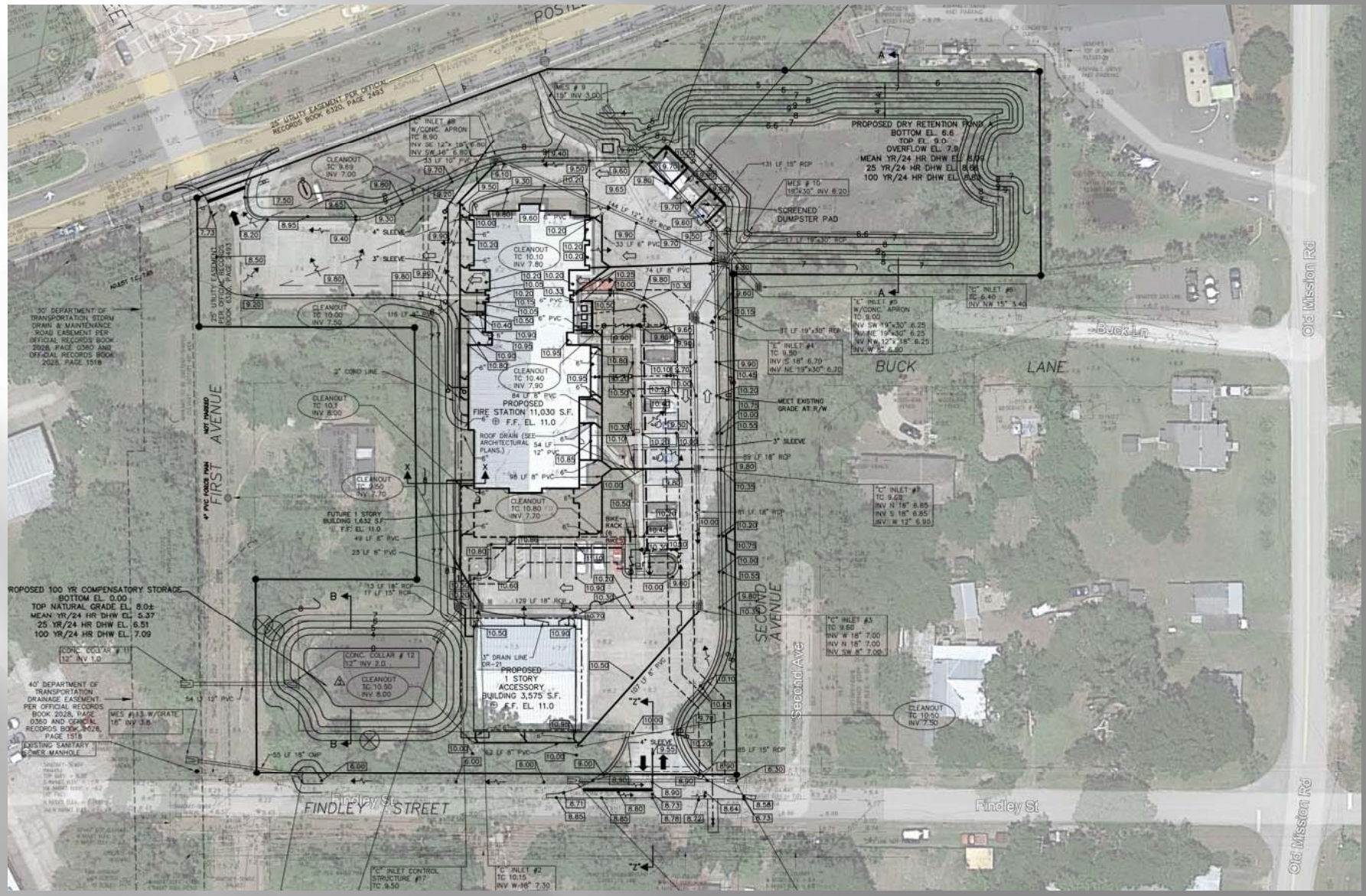
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PROPOSED DESIGN SCHEDULE / SCOPE OF WORK / PROCESS

- **Bidding**: 1-2 Months. Assist the City during bidding of the project. Review and evaluate bid alternates to maintain project budget.
- **Construction**: To be determined through initial design phases. Could range from 9 to 14 months depending on ultimate project scope.
- **Total Preliminary Estimated Project Timeframe**: 7-16 Months. Dependent on ultimate project scope.

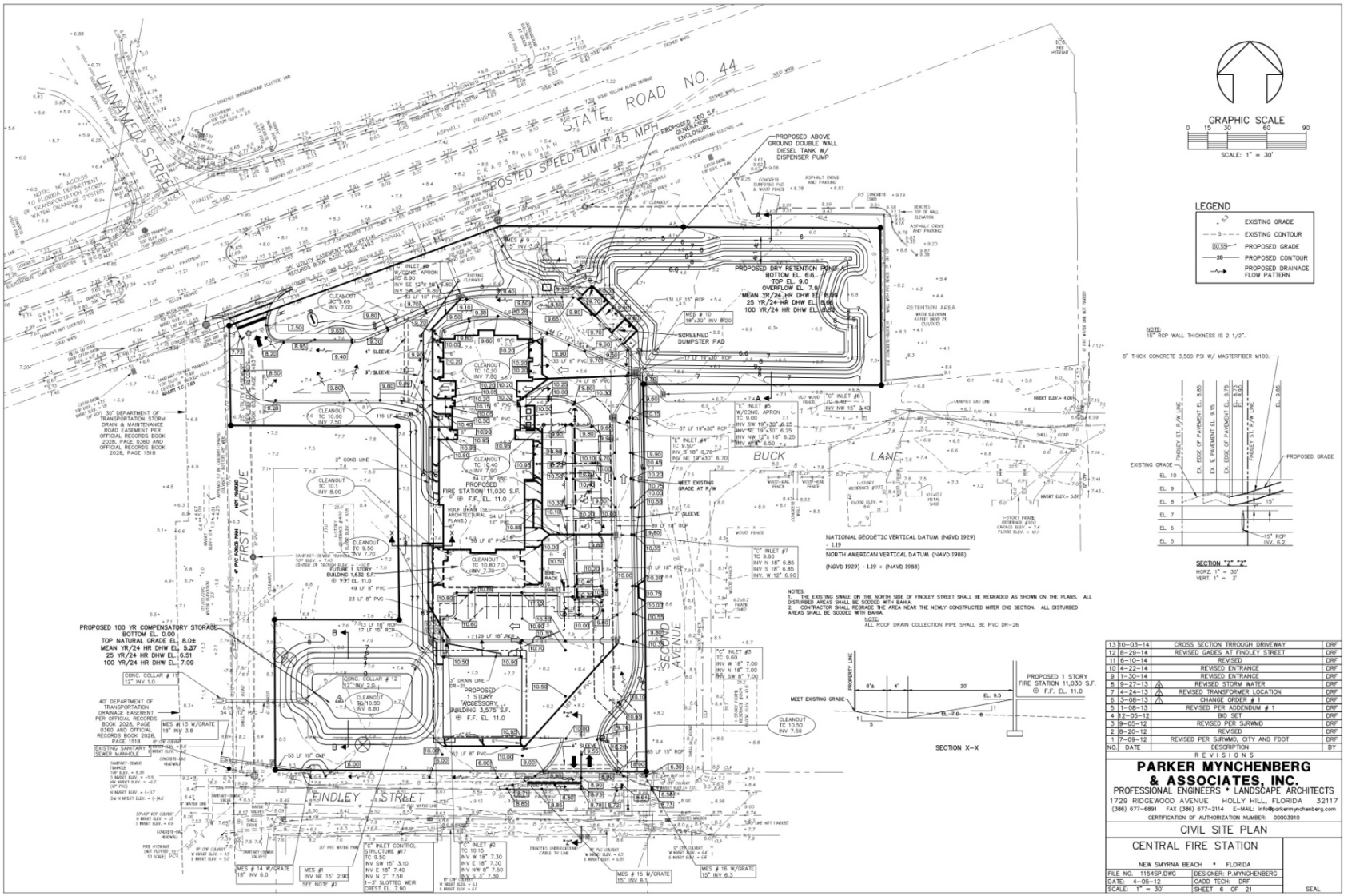
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CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



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CITY OF NEW SMYRNA BEACH, FLORIDA
FIRE STATION MANAGEMENT BUILDING



NO.	DATE	DESCRIPTION	BY
13	10-03-14	CROSS SECTION THROUGH DRIVEWAY	DRF
12	8-29-14	REVISED GADES AT FINDLEY STREET	DRF
11	6-10-14	REVISED	DRF
10	4-22-14	REVISED ENTRANCE	DRF
9	1-30-14	REVISED ENTRANCE	DRF
8	9-27-13	REVISED STORM WATER	DRF
7	4-24-13	REVISED TRANSFORMER LOCATION	DRF
6	3-08-13	CHANGE ORDER # 1	DRF
5	1-08-13	REVISED PER ADDENDUM # 1	DRF
4	12-05-12	BID SET	DRF
3	9-05-12	REVISED PER SJRWMD	DRF
2	8-20-12	REVISED	DRF
1	7-09-12	REVISED PER SJRWMD, CITY AND FDOT	DRF

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
CERTIFICATION OF AUTHORIZATION NUMBER: 00003910

CIVIL SITE PLAN

CENTRAL FIRE STATION

NEW SMYRNA BEACH * FLORIDA

FILE NO. 11545P.DWG	DESIGNER: P.MYNCHENBERG
DATE: 4-05-12	CADD TECH: DRF
SCALE: 1" = 30'	SHEET 6 OF 21

SEAL



HALL & OGLE ARCHITECTS, INC.

PRESENTING FOR

PROFESSIONAL ARCHITECTURAL SERVICES
RFQ NO. 16-23-CIP
FIRE STATION MANAGEMENT BUILDING
FOR
THE CITY OF NEW SMYRNA BEACH, FLORIDA

2866

HALL & OGLE ARCHITECTS, INC.
AA-C000925

208 Magnolia Avenue
Daytona Beach, Florida 32114

PH: (386)255 -6163
FAX: (386)257-5650

December 12, 2024

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Re: Fire Management Building Expansion Fire Station #50
Fee Proposal for Architectural / Engineering Services

Kyle:

It is my pleasure to submit this proposal to provide architectural and engineering services for the proposed Fire Management Building Expansion at Fire Station #50. The scope of work is as described below.

SCOPE OF WORK / PROJECT APPROACH:

PART 1: PROJECT START UP / SCHEMATIC DESIGN

Meet With the City:
We will meet to discuss our conceptual site plan for the project and incorporate into the Schematic Design Package.

Develop Schematic Design Package (15% Construction Documents):

- Site plan(s)
- Floor plan(s) (Building Addition)
- Roof Plan
- Elevations
- Building Sections
- Schematic Opinion of Probable Cost

Submit Review Package to City / Respond and Coordinate Any Necessary Changes

Obtain City Approval for Schematics

PART 2: DEVELOP DESIGN DEVELOPMENT PACKAGE (45% CONSTRUCTION DOCUMENTS):

Architectural

- Architectural Site Plan
- Floor Plan (Building Addition)

- Life Safety Plan
- Exterior Elevations
- Building Sections
- Wall Sections
- Door / Room Finish Schedules
- Reflected Ceiling Plan
- Roof Plan

Civil - Site Development Plan(s)

- Utility Plan
- Paving / Drainage Plan
- Site Details
- Landscaping / Irrigation Plans

Structural

- Foundation Plan / Details
- Roof Framing Plan / Details
- General Notes

Mechanical

- Mechanical Plan
    - Duct Layout / Details

Plumbing

- Plumbing Plan
    - Fixture Schedule / Details

Fire Protection

- Sprinkler Plan
    - General Notes / Details

Electrical

- Electrical Site Plan
- Electrical Plan
    - Power
    - Systems
    - Lighting
- Service Riser Diagram
- Lighting Fixture Schedule

Development of:

- Specifications (50% Complete)

Submit Review Package:

We will submit a review package to the City and respond / coordinate any necessary changes to the documents.

PART 3: 90% CONSTRUCTION DOCUMENTS:

Architectural

- Architectural Site Plan / Details
- Floor Plan (Building Addition)
- Life Safety Plan
    - Plans / Schedules / Notes / Details
    - Wall Sections / Details
        - Fire Rated Assemblies
- Exterior Elevations / Details
- Building Sections
- Wall Sections / Details
- Door / Window Schedules
    - Elevations / Notes / Details / Access Control
- Large Scale Door / Window Details
- Louver / Exhaust Fan Details
- Room Finish Schedules
    - Enlarged Plans - Toilet Rooms
    - Toilet Room - Elevations / Schedules
    - Enlarged Plans - Kitchen / Miscellaneous
    - Millwork - Elevations / Details
- Reflected Ceiling Plan / Notes / Details
    - Floor Joint Layout Plan
    - Roof Plan(s)
        - Section Details / Notes

Civil

- Site Development Plan(s) (continued development)
- Utility Plan / Details
- Paving / Drainage Plan / Details
- Pollution Prevention Plan / Details
- Miscellaneous / Site Details / Notes
- Landscaping Plan / Schedule / Details
- Irrigation Plan / Schedule / Details
- Prepare / Submit Permit Applications:
    - SJRWMD - Environmental Resource Permit
    - VDL. Co. DEH (Water) Permit
    - FDEP Wastewater Permit
    - FDEP NPDES Permit (No 1)
    - Stormwater Pollution Prevention Plan (SWPPP)
    - FDOT Driveway Connection Permit
    - FDOT Utility Permit
    - FDOT Drainage Connection Permit

Structural

- Foundation Plans

- Roof Framing Plans
- Foundation Details
- Wall Details
- Roof Framing Details
- Miscellaneous Details / Schedules
- General Notes

Mechanical

- HVAC Plan(s) Duct Layouts
- Partial Plans / Notes / Details

Plumbing

- Plumbing Plans / Notes / Fixture Schedule
- Riser Diagrams
- Miscellaneous Details / Fire Stop Systems Specifications

Fire Protection

- Plan / Designations / Parameters / Details
- Building Sections with Designations
- Partial Site Plan / Notes / Fire Flows

Electrical

- Electrical Site Plan
- Electrical Plan (Main / Storage / Generator Buildings)
  - Power
  - Systems (Data / Alarm)
  - Lighting
  - Lightning Protection
- Service Riser Diagram
- Lighting Fixture Schedule
  - Panel Schedules / Notes / Details

Further Set Of:

- Project Specifications (90% Complete)

Submit 90% Review Package:

We will submit a 90% review package to the City and respond / coordinate any necessary changes to the documents.

Revise Opinion of Probable Cost

PART 4: 100% CONSTRUCTION DOCUMENTS:

- Respond to / implement 90% review comments with Building Department code review.
- Finalize all details and coordination of all related work.
- Submit 100% Construction Documents package with:
  - Digitally Sealed PDF's
  - (2) Printed Sets
  - Final Opinion of Probable Cost

*Any value engineering (design changes to project) not part of the scope of work will be an additional service.

SCHEDULE OF PROJECT MEETINGS

Prepare For / Attend Design Progress Meetings:

- Initial project meeting with Owner / Fire Department / Project Engineers
  - Review Design / Scope / Schedule
- Follow up progress meeting
  - Development of Schematic Documents
- Meeting after Schematic Documents Submittal
  - Review comments from City
- Meeting after 50% Construction Documents Submittal
  - Review comments / discussion of revisions / implementation
- Meeting after 90% Construction Documents Submittal
  - Review comments from City and Building Department / Discussion of revisions - required implementation

Construction Document Services:

- Writing review comments letter(s) with developing required changes
- Meeting with Building Department as needed

PART 5: BIDDING PHASE SERVICES:

- Meet with City Staff to help qualify Contractors to bid
- Pre Bid Meeting with selected Contractors
- Prepare responses to Bidders' questions - issue addendum items as necessary
- Receive Bids / Evaluate Bids / Provide City with Recommendation to Award Contract

PART 6: CONSTRUCTION ADMINISTRATION SERVICES:

- Pre-Construction Meeting with General Contractor and Subcontractors
  - Review Project Scope / Schedule / Critical Path
- Attend Regular Construction Project Meetings
  - Standard - (1) Every (2) weeks
  - (1) Every week during critical phase of work
  - Provide site inspection meetings when Architect is on site for project meetings
- Answer RFI's
- Review / Respond to All Shops Drawings
- Attend Pre-Installation Meetings at various phase of work
- Solutions for Contractor's errors will be additional services.
- Review / process monthly Contractor's pay application.
- Develop color board for project / work with Owner's Representative to finalize / present color board
- Substantial Completion Inspections
  - Interiors - Floors / Walls / Millwork / Ceilings
  - Above Ceiling Inspections
  - Creation of Full Punchlist Items

        - Exterior Inspections
        - Site Inspections
        - Roof Inspection / List
        - Review / Coordination of Engineers' Punchlists
        - Develop Punchlist Drawings with notes for Contractor's with Engineers' lists.
    - Final Acceptance Inspections
        - Perform final re-inspections
        - Perform additional final inspections of miscellaneous items not completed on first inspection.
        - Issue Certificate of Substantial Completion
    - Review Contractor's as-builts / provide comments / review required revisions / issue letter of acceptance of as-builts.
    - Review Close-out Documents with all Warranties / O&M Manuals.
    - Complete 1 year warranty walk-through inspection.

This summary of our scope of work outlines the services we will be providing for this project.

Proposed Design Fee:

Schematic Design (15%):	$ 21,000
Design Development (20%):	$ 28,000
Construction Documents (35%):	$ 49,000
Bidding (5%):	$ 7,000
Construction Administration (25%):	$ 35,000
Total Design Fee:	**$140,000**
Survey Allowance:	$ 13,000
Geotechnical Allowance:	$ 5,000
Permit Fee Allowance:	$ 15,000
Printing:	$ 1,000
Mileage:	N/A
Total Project Fees:	**$174,000**

Respectfully,



David D. Ogle, Jr.
Principal/Vice President

Hall and Ogle Architects, Inc.
Professional Architectural Services – Fire Station Management Building

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Hall and Ogle Architects, Inc., duly authorized to conduct business in the State of Florida and whose address is 208 Magnolia Avenue, Daytona Beach , FL 32114 , hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFQ 16-23-CIP, Professional Architectural Services - Fire Station Management Building**, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be automatically renewed administratively under the same terms and conditions for one (1) year period. The maximum term for this Agreement and all renewals is a cumulative term of four (4) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFQ 16-23-CIP, Professional Architectural Services - Fire Station Management Building, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of

Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid including addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal
E. Human Trafficking Affidavit

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:
David D. Ogle, Principal/Vice President
Hall and Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, FL 32114
(386) 255-6163

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	**Hall and Ogle Architects, Inc.**
Authorized Signature	*Authorized Signature*
Name and Title: John Hall, President	Name and Title: David Ogle, Vice President
Address: 208 Magnolia Ave. Daytona Beach, FL 32114	Address: 208 Magnolia Avenue, Daytona Beach, FL 32114
Date: 5.8.25	Date: 5.8.25

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____

Carrie Avallone, City Attorney

Date: _____

Client#: 1049350 HALLOGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAECertificate@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Main Street America Protection Insuranc	13026
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hall & Ogle Architects Inc
208 Magnolia Avenue
Daytona Beach, FL 32114-4306

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BPG97183	08/21/2024	08/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB8K6464592447G	08/21/2024	08/21/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability			DPS5035570	10/31/2024	10/31/2025	$2,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RFQ 16-23-CIP, Fire Station Management Building

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Hall & Ogle Architects, Inc.

Authorized Signature: _____ Date: May 8, 2025

Printed Name: David Ogle

Title: Vice President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of May, 2025, by David Ogle, as Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

TODD DONLICK
Notary Public - State of Florida
Commission # HH 640716
My Comm. Expires Mar 13, 2029
Bonded through National Notary Assn.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AN FEDERAL ADMINISTRATION AVIATION (FAA) GRANT AGREEMENT FOR WILDLIFE FENCE - DESIGN.

May 27, 2025

Background:

The New Smyrna Beach Airport has a Federal Aviation Administration (FAA) Part 139-approved Wildlife Hazard Management Plan (WHMP). The goal of the WHMP is to minimize aircraft-wildlife incidents on and around the airport that could pose a hazard to safe aircraft operation. The plan includes a detailed list of wildlife found on and around the airport that post a threat to aircraft. Several mammals that pose as hazardous wildlife to the airport include, but are not limited to, coyotes, racoons, opossums, eastern cottontails, gopher tortoises and snapping turtles. As per recommendations in the WHMP, the airport is seeking to upgrade existing fencing to wildlife fencing. This will add another layer of protection against some species seeking to gain access to the airfield, especially mammals like coyotes which frequently dig under the existing fence. This grant agreement is for the design of the Airport Wildlife Fence funded at 95% by the FAA. Once approved, we will also be seeking funding from FDOT for another 4% match, leaving the Airport fund responsible for the remaining 1%.

Findings:

Due to the anticipated receipt of this grant (in June), city staff are seeking an approval from the City Commission authorizing the Mayor or the Vice-Mayor to execute the grant agreement for the design portion of this project.

Fiscal Analysis:

If approved, a budget amendment will be forthcoming.

10454201.563203.25APF

Total Project Cost - $82,850
Reimbursed by FAA (95%) - $78,708
Reimbursed by FDOT (4%) - $3,314
Local Share Airport Fund (1%) - $828

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

EVB Wildlife Fence - FAA Application 2025.pdf

City of New Smyrna Beach
Municipal Airport
602 Skyline Drive • New Smyrna Beach, FL 32168
Phone (386) 410-2680 • Email: Airport@cityofnsb.com

April 28, 2025

Ms. Jenny Iglesias-Hamann
Federal Aviation Administration
Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

Dear Ms. Iglesias-Hamann,

Subject: New Smyrna Beach Municipal Airport; New Smyrna Beach, FL
FY 2025 Airport Improvement Program
Application

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2025 FAA AIP Grant Application for the following project(s):

1. Wildlife Fence - Design

The following items are enclosed for the above project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424 - Application for Federal Assistance
- ✓ SF 5100-100 -- Project Approval Information, Budget Information, Program Narrative
- ✓ Project Specific Checklists
- ✓ Project Cost Breakdowns
- ✓ Project Sketch
- ✓ Project Schedules
- ✓ Environmental Determination Documentation - CATEX
- ✓ Exhibit "A" (Airport Property Inventory Map) and "C":
  - **Exhibit "A" and "C" Incorporated with Grant**. The Exhibit "A" and "C" updated June 25, 2019, filed with AIP Project 3-12-0054-021-2017, is incorporated herein by reference.

The following items are enclosed to supplement the above grant application:

- ✓ Professional Services Agreements
- ✓ Airport Sponsor Certifications

Based on the amount requested in our pre-applications dated September 26, 2024, we are requesting an increase of $21,708 in funding based on the negotiated contract amount. We are requesting $78,708 in AIP NPE funding.

Sincerely,

Arvin Weese
Airport Director

CC: Luci Taylor, FDOT

GRANT APPLICATION DOCUMENTS CHECKLIST

LAND ACQUISITION	PLANNING	DESIGN	CONSTRUCTION /EQUIPMENT	**Description of Document / Form / Certification, etc.** (● means the document/form/certification is needed for the application)
●	●	●	●	Sponsor's cover letter.
●	●	●	●	Request of "Letter of Credit" method of payment should be included in cover letter.
●	●	●	●	Application Standard Form (SF) 424 included.
●	●	●	●	Application SF 424 is properly **signed and dated**.
●	●	●	●	Application SF 424 funding percentages (%) are correct.
●	●	●	●	SF 424 funding is the same as initially programmed or if the funding is different, the new amount has been discussed with and/or approved by a supervisor.
●	●	●	●	SF 424 includes DUN # and TAX ID #.
●	●	●	●	Other application pages/forms: Page 2 – Part II, Project Approval Information, Section A
●	●	●	●	Page 3a – Part II, Section C
●	●	●	●	Page 3b – Part II, Section C (continued)
●	●	●	●	Page 4 – Part III, Budget Information – Construction (FAA Form 5100-100)
●	●	●	●	Page 5 – Section C – Exclusions (FAA Form 5100-100)
●	●	●	●	Page 6 – Part IV, Program Narrative (FAA Form 5100-100)
●	●	●	●	Detail Project(s) Costs breakdown (individual) attached.
●	●	●	●	Project(s) Narrative (individual) attached.
●	●	●	●	Marked project(s) sketch attached.
		●	●	All construction work and/or equipment items are included in the approved "Plans and Specifications".
●		●	●	Categorical Exclusions checklist if applicable, or quote appropriate environmental document (Environmental Impact Statement (EIS) or Environmental Assessment (EA)), and the approval document (Record of Decision or FONSI), and the date of approval.
●				Land Acquisition based on land/property appraisals. (performed by certified property appraiser)
			●	Construction costs or equipment purchases are based on lowest responsive bidder. ☒Yes ☐No
			●	Project is "Phase" construction. ☐Yes ☒No
●	●	●	●	All "Force Account" work **REQUIRES PRIOR APPROVAL** to the execution of work otherwise it is not eligible.
●	●	●	●	Exhibit "A" – Airport Property Map is attached, or is referenced to the last application/grant that the property map was submitted if there have been no changes since then. When making reference to the map, need date on map.
●	●	●	●	Exhibit "C" – Title Opinion is attached, or is referenced to the last application/grant that the title opinion was submitted if there have been no changes since then. Title opinion needs to have airport property map date.
				When making reference to the or an airport property map and title opinion both must reference the same previous application/grant.
●	●	●	●	Individual project(s) schedule, and grant schedule

LAND ACQUISITION	PLANNING	DESIGN	CONSTRUCTION	**SPONSOR'S CERTIFICATION** (Need to be completed, check verb tenses in each sentence, and dated.)
•	•	•	•	Certification for "Selection of Consultant"
•	•	•	•	Certification for "Construction Project Final Acceptance"
•	•	•	•	Certification for "Drug Free Workplace"
		•	•	Certification for "Equipment and Construction Contract"
		•	•	Certification for "Project Plans and Specification"
•				Certification for "Property Acquisition" (Land acquisition.)
				WARNING: By accepting an Airport Improvement Program Grants", the sponsor is certifying that it has his share of the funds to carry out the proposed project(s) described in the application without delays.
				WARNING: By accepting an Airport Improvement Program Grants", the sponsor is accepting and certifying that it complies with the program's terms and conditions without exceptions.

LAND ACQUISITION	PLANNING	CONSULTANT FOR DESIGN	CONSULTANT FOR CONSTRUCTION	**PROCUREMENT OF PROFESSIONAL SERVICES AGREEMENT**
•	•	•	•	Consultant selected in accordance with 49 CFR, Part 18 ☒Yes ☐No (A Professional Services / General Consultant (GC) Agreement or its Amendments are not AIP eligible if its procurement was not IAW 49 CFR Part 18. WARNING: Professional Services / General Consultant (GC) Agreement can have a MAXIMUM term of 5 years.
•	•	•	•	Project(s) description listed individually and their respective applicable fees shown.
•	•	•	•	Consultant services fees $100,000 or more, **INDEPENDENT COST ESTIMATE REQUIRED.**
•	•	•	•	Costs reasonable. ☒Yes ☐No - Sponsor certification that the sponsor has reviewed the costs and agrees with said costs.
•	•	•	•	Sponsor/Consultant professional services agreement concurred by FAA? (If sponsor is seeking FAA participation, sponsor must secure concurrence/approval by FAA prior to execution.
		•	•	All construction work and/or equipment items are included in the approved "Plans and Specifications".
				NOTES:
				If you are working a "DESIGN" grant, do not allow any bidding, or construction engineering services to be included in the professional services agreement for design or the grant cannot be closed until the construction is completed.
				The scope of work of an Amendment to a Professional Services Agreement for DESIGN shall produce all the following documents for the project: Construction Plans and Specifications; Engineer's Report; Airport Safety During Construction Plan; Construction Sequence and Phasing Plan; Construction Management Plan;
				All "Modification of Standards" for design or construction, needs to have been identified and approved PRIOR to proceeding the design of the project.

		DESIGN	CONSTRUCTION	**CONSTRUCTION PROJECTS (construction phase)**
		•	•	Sponsor certification for Plans and Specification in accordance to FAA design and construction standards, or have prior MOS approval. At this time NO MODIFICATIONS are accepted.
		•	•	"Safety During Construction Plan" and "Construction Sequence and Phasing Plan" if airport a Part 139 large or medium, it is very likely it will require a Safety Management System study/plan.
		•	•	"Engineer's Report" if project is pavement, must include the design of the pavement section and a drawing of the typical pavement section. (Use FAA Form 5100-1)
		•	•	"Construction Management Plan" REQUIRED for all pavement projects $250,000 or more in pavement.
		•	•	Proposed construction projects coordinated through the OE/AAA program. (7460 submitted?)
		•	•	All construction work and/or equipment items are included in the approved "Plans and Specifications".
			•	Bid proposal for the lowest responsive bidder. (bidder that complies with all requirement without exceptions)
			•	Bid Tabulation (a tabulation/ledger of all bids and the engineer's estimate.)
			•	Engineer's recommendation to award contract (to low bidder)
			•	Sponsor's letter to FAA in agreement with his engineer to award contract.
				New development (Plans and Specifications) shall comply with the approving environmental document that approves the project.
			CONSTRUCTION	**PRIOR TO "NOTICE TO PROCEED" check**
			•	Copy of Low Bidder's Proposal
			•	Copy of the Executed Construction Contract
			•	If project is $100,000 or more:
				- Copy of the "Payment Bond" for 100% the contract ($) amount.
				- Copy of the "Performance Bond" for 100% the contract ($) amount.
				- Power of Attorney for the person representing the bonding company.
			•	If project is less than $100,000:
				- Bonding requirements for construction projects are found in 49 CFR Par 18.36(h) and allows the sponsor to follow local government requirement relating to bid warranties, performance and payment bonds for construction.
			•	EEO and Non-Segregated facilities certification duly executed.

LAND ACQUISITION				**LAND ACQUISITION** (Need to show breakdown of all costs per parcel.)
•				Land Acquisition based on land/property appraisals (performed by certified property appraiser). If by court judgment, copy of the court judgment.
				- All costs associated with the acquisition of a property/parcel must be listed per parcel. (i.e.: People and/or businesses relocation; lease extinction; utilities relocation; surveying; clearing; attorney/court fees; property recording fees, etc.)
				- Certification for "Real Property (Land) Acquisition.
				- Must update the Airport Property Map and Title Opinion.
				WARNING: All costs associated with the acquisition of a parcel/property must be claimed at the same time, and under the same grant.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier: FAA

5b. Federal Award Identifier:

State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of New smyrna Beach

*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000387

*c. UEI: PK4MA4NU92L5

d. Address:

*Street 1: 602 Skyline Drive
Street 2:
*City: New Smyrna Beach
County/Parish: Volusia
*State: Province: FL
*Country: USA: United States
*Zip / Postal Code 32168-5949

e. Organizational Unit:

Department Name: Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Arvin
Middle Name:
*Last Name: Weese
Suffix:

Title: Airport Director

Organizational Affiliation:

*Telephone Number: 386-410-2680 Fax Number:

*Email: aweese@cityofnsb.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

1. Wildlife Fence - Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 6 *b. Program/Project: 6

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 10/01/2025 *b. End Date: 04/30/2026

18. Estimated Funding ($):

*a. Federal	$ 78,708
*b. Applicant	$ 0
*c. State	$ 3,314
*d. Local	$ 828
*e. Other	$ 0
*f. Program Income	
*g. TOTAL	$ 82,850

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Arvin

Middle Name:

*Last Name: Weese

Suffix:

*Title: Airport Director

*Telephone Number: 386-410-2680 Fax Number:

* Email: aweese@cityofnsb.com

*Signature of Authorized Representative: *Date Signed: 4/28/2025

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, IIII and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor's may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry-out the project.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) **-** Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards -** Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Federal Domestic Assistance Catalog Number - Show the Federal Domestic Assistance Catalog Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate "Airport Improvement Program". Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

2009 Part 150 study

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NA

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

NA

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

NA

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

NA

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NA

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Fee Simple.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

NA

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20-106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			82,850
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 82,850
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			82,850
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 82,850
19. Federal Share requested of Line 18			78,708
20. Grantee share			828
21. Other shares			3,314
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 82,850

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	828
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL -** Grantee share	$ 828
25. Other Shares	**Amount**
a. State	3,314
b. Other	
c. **TOTAL -** Other Shares	
26. TOTAL NON-FEDERAL FINANCING	$ 3,314

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: 1. Taxiway C Rehabilitation – Construction

AIRPORT: New Smyrna Beach Municipal Airport (EVB)

1. Objective:

Generally, this project will consist of design of approximately 24,000 linear feet of perimeter wildlife fencing to surround the airfield only per Advisory Circular. This project includes 3 new gate installations. The fencing will meet the requirements of FAA National CertAlert No. 16-03 "Recommended Wildlife Exclusion Fencing".

2. Benefits Anticipated:

The Wildlife Hazard Assessment and Wildlife Hazard Management Plan, completed for the airport, recommended improving the fencing from standard perimeter fencing to FAA wildlife fencing to keep wildlife out of the AOA. The project will enhance the safety of the airport by reducing the chance of a wildlife incursion or strikes on the runway.

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

City of New Smyrna Beach, Volusia County, FL

5. If Applicable, Provide Additional Information:

NA

6. Sponsor's Representative: (include address & telephone number)

Arvin Weese, Airport Director
602 Skyline Drive, New Smyrna Beach, FL 32168
386-410-2680

Project Specific Checklist
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

Wildlife Fence - Design

Airport Name / City, FL:

New Smyrna Beach Municipal Airport

	Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1)	Yes (y)	No (n)	N/A (n/a)
a.	Is the project eligible?	y		
aa.	Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook	Table L-2, q.		
b.	Is the project justifiied? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D?	y		
c.	Is the project on airport property (with good title)?	y		
cc.	Date of your current Airport Exhibit A on file in ADO:	6/25/2019		
d.	Is the project on the FAA approved airport layout plan?	y		
dd.	Identify date of FAA approved ALP on file in the ADO:	6/25/2019		
e.	Has the Sponsor satisfied the intergovernmental review and airport user	y		
f.	Has the FAA completed an environmental finding for the project?	y		
ff.	Provide date of environmental finding/Cat. Ex.?	10/29/2024		
g.	Will the project result in a usable unit of work?	y		
h.	Will the project be planned, designed, and/or constructed to FAA standards?	y		
hh.	If applicable, identify date MOS was approved by FAA.			n/a
i.	Has the project been procurred correctly?	y		
j.	Are the project costs allowable?	y		
k.	Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, Section	y		
l.	Were the project costs incurred after the grant was executed? (Ref. Order 5100-38D, Ch. 3, Section 13, for exceptions).	y		
m.	Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14).	y		
n.	Is this the only federal grant containing these project costs? (No "double-dipping"!!!)	y		
o.	Are the project costs within the allowable federal share?	y		
p.	Can the project be completed without unreasonable delay?	y		
pp.	Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued.	30		
	<u>If discretionary funding is being requested for this project answer the following:</u>			
1	Is this project phased?			
1a.	If yes, what phase is this?			
1b.	If phased, how does this phase fit into the larger development need?			
2	What is the total AIP funds spent on previous phases of the project?			
2a.	What is the total AIP funds requested for this phase in this Application?			
2b.	What is the total AIP funds needed to complete the project beyond this Application ?			
	<u>If funding requested for this project is for an LOI, provide the following:</u>			
i.	Enter the number of the LOI payment this grant will provide.			
ii.	Enter the total number of LOI payments - past grant(s), this grant, future grant(s)			
iii.	Total AIP funds provided to-date including the funds requested in this Application			
iv.	Total AIP funds approved for the project LOI. (Total LOI payments for entire project).			

Project Cost Breakdown
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Airport Name / City, FL:

New Smyrna Beach Municipal Airport / New Smyrna Beach, FL

Date:

28-Apr-25

Reference Application Package Part III - Budget Information	Wildlife Fence - Design
Administrative Expense	
Prelimimary Expense	$ -
Land, right-of-way	
Architectural engineering basic fees (Planning & design fees)	$ 82,850
Other architectural engineering fees:	
_ Design Surveying	
_ Design Testing	
_ Construction Management Engineering	
_ Quality Assurance Testing	
_ Other (SJRWMD Permit)	
Project inspection fees	
Land development	
Relocation expenses	
Relocation payments to individuals and businesses	
Demolition and removal	
Construction and project improvement	
Equipment	
Miscellaneous:	
_ Describe misc. item #1	
_ Describe misc. item #2	
TOTAL	$ 82,850
Federal Share (95%)	$ 78,708
State Share (4%)	$ 3,314
Local Share (1%)	$ 828


N
2000 ft
ISLESBORO
MANGROVES AT INLET SHORES
INLET SHORES
AIRPORT COMMERCIAL
Wildlife Fence
w/ skirting (Typ.)
AIRPORT INDUSTRIAL PARK
INDUSTRIAL PARK OF NGB
TURNBULL BAY ESTATES
SMYRNA ESTATES
HOWARDS
TRUDGEONS
Turnbull Bay Rd
South St
Murray Creek
Inlet Shores Dr
Industrial Park Ave
Airway Cir
Kenard St
Williams Rd
2904

Project #1: Wildlife Fence – Design

PROPOSED PROJECT SCHEDULE

Proposed Project Schedule	Dates
Selection of Consultant	**5/24/2024**
Application Submittal to FAA ADO Engineer	**4/28/2025**
Grant Offer	**8/29/2025**
Execution of FAA Grant	**9/15/2025**
Pre-design Conference	**10/1/2025**
CSPP and Airspace Coordination in OE/AAA	**1/9/2026**
Completion of Plans, Specifications and Engineers Report	**3/6/2026**
Submit Plans and Specs to FAA	**3/27/2026**
Project Close-Out	**4/30/2026**

FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX) SHORT FORM

Airport: New Smyrna Beach Municipal Airport Project Title: Wildlife Fence – Design

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.**

5-6.4.i

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

-An adverse effect on cultural resources protected under the National Historic Preservation Act of1966, as amended, 54 U.S.C. §300101 et seq.;
-An impact on properties protected under Section 4(f);
-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
-An impact on noise levels of noise sensitive areas;
-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

09/24/2024

Signature of Authorized Airport Representative — Date

FAA Determination (signature of Program Manager):

Categorically Excluded: AMY MARIE REED Digitally signed by AMY MARIE REED Date: 2024.10.29 16:34:29 -04'00' Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: New Smyrna Beach Municipal Airport

Prepared and certified by: Arvin Weese Date: 09/24/2024

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED			
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened , or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Final 7-8-2016

Project Description:

This project will consist of design of approximately 15,000 linear feet of perimeter wildlife fencing to surround the airfield only per Advisory Circular. This project includes 3 new gate installations. The fencing will meet the requirements of FAA National CertAlert No. 16-03 "Recommended Wildlife Exclusion Fencing".

The Wildlife Hazard Assessment and Wildlife Hazard Management Plan, completed for the airport, recommended improving the fencing from standard perimeter fencing to FAA wildlife fencing to keep wildlife out of the AOA. The project will enhance the safety of the airport by reducing the chance of a wildlife incursion or strike on the runway.


N
2000 ft
NEW SMYRNA BEACH
MANGROVES AT INLET SHORES
INLET SHORES
AIRPORT COMMERCIAL
Wildlife Fence
w/ skirting (Typ.)
AIRPORT INDUSTRIAL PARK
INDUSTRIAL PARK OF NSB
TURNBULL BAY ESTATES
SMYRNA ESTATES
HOWARDS
TRUDGEONS
Turnbull Bay Rd
South St
Inlet Shores Dr

2909

CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE • NEW SMYRNA BEACH, FLORIDA 32168

386-410-2600 • WWW.CITYOFNSB.COM

WORK ORDER NUMBER: 1 DATE _____, 2025

PROJECT: Wildlife Fence – Design Phase Services

CONTRACTOR/CONSULTANT: AVCON, Inc.

MASTER AGREEMENT #: RFQ 13-24-AIR CONTRACT TERM DATE: 05/24/2027

CITY RESOLUTION #: RES_____ COMMISSION MEETING DATE: _____

Execution of this Work Order by the City of New Smyrna Beach, FLORIDA (the "City") shall serve as authorization for CONTRACTOR/CONSULTANT (the "Contractor") to proceed with the provision of goods and/or services and/or work in connection with the above project (the "Project"), and as referenced in the Master Agreement (referenced above) and listed in the documents that are attached hereto and incorporated herein by this reference (collectively the "Work").

Contractor shall provide or complete the Work to, or for the benefit of, the City pursuant to the terms of this Work Order and any attachment(s) hereto (collectively the "Work Order").

All services, programs and activities of the City are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedures.

ATTACHMENTS:

[X] EXHIBIT A: SCOPE OF SERVICES
[X] EXHIBIT B: HOUR AND FEE PROPOSAL
[X] EXHIBIT C: SKETCH

The CONTRACTOR shall provide said services pursuant to this Work Order, its attachments, and the above-referenced Master Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Master Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work shall be completed within 180 days after the date of the execution of this Work Order by the City, provided, however, if a notice to

Contractor's Initials: _____

proceed is required pursuant to any of the attachments hereto or the underlying contract, then _____ days after the date of issuance of a notice to proceed by the City.

COMPENSATION: The City shall compensate Contractor a lump sum fee in the amount of $82,850.00 (the "Fee") for the Work required to be performed by Contractor pursuant to the terms of this Work Order. Contractor shall perform all Work and provide all associated goods as required by the terms of this Work Order. In no event, shall Contractor be paid more than the Fee set forth above. Payment of the Fee shall be in accordance with to the method described in the City's terms and conditions listed on the City website OR in accordance with the terms and conditions set forth herein or in the underlying contract.

It is expressly understood by the CONTRACTOR That this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

INSURANCE: If the Contractor maintains broader insurance coverage and/or higher limits than the minimums the City requires to be maintained, then City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The **Effective Date** of this Work Order shall be the date of execution by the City of New Smyrna Beach, Florida.

AVCON, INC.:

ATTEST

By: _____

_____

Title: President

Name: _____

Date: _____

CITY OF NEW SMYRNA BEACH, FLORIDA, a municipal corporation

ATTEST

By: _____

_____

Title: Department Director/City Manager

Name: _____

Date: _____

Reviewed by: Purchasing: _____ Legal Review: _____

Date: _____ Date: _____

EXHIBIT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Wildlife Fence

Design Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the Wildlife Fence project at New Smyrna Beach Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes design of approximately 24,000 linear feet of perimeter wildlife fence. The wildlife fence installation will include new fence, modification to existing fence, gate improvements, and swale crossing improvements. The fencing will meet the requirements of FAA National CertAlert No. 16-03 "Recommended Wildlife Exclusion Fencing".

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
    - Acquire topographic survey.
    - Develop schematic plans.
    - Prepare Engineer's Report and construction cost estimate.

- Preliminary Design.
    - Field verify survey.
    - Develop preliminary design plans.

- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Preparation of FAA OE/AAA submission documentation (Airspace Review).
- Develop general and technical specifications.
- Update Engineer's Report and construction cost estimate.

- Final Design.
  - Finalize design plans.
  - Finalize CSPP and airspace submission documentation and upload to OE/AAA for FAA review and approval.
  - Finalize general and technical specifications.
  - Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN SERVICES FOR WILDIFE FENCE
NEW SMYRNA BEACH MUNICIPAL AIRPORT

4/24/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour: $ 310		Rate/Hour: $ 240		Rate/Hour: $ 220		Rate/Hour: $ 150		Rate/Hour: $ 125		Rate/Hour: $ 80				
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
1.2	Acquire topographic survey		$ -		$ -	2	$ 440	8	$ 1,200		$ -		$ -	10	$ 1,640	$ 28,750
1.3	Develop Schematic Plans		$ -	4	$ 960	4	$ 880	8	$ 1,200	16	$ 2,000		$ -	32	$ 5,040	$ -
1.4	Prepare Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	8	$ 1,200		$ -	8	$ 640	22	$ 3,200	$ -
1.5	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	2	$ 620	12	$ 2,880	12	$ 2,640	26	$ 3,900	16	$ 2,000	8	$ 640	76	$ 12,680	$ 28,750
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
2.2	Field verify survey		$ -		$ -		$ -	8	$ 1,200	8	$ 1,000		$ -	16	$ 2,200	$ -
2.3	Develop preliminary design plans		$ -	2	$ 480	8	$ 1,760	8	$ 1,200	40	$ 5,000		$ -	58	$ 8,440	$ -
2.4	Develop Draft CSPP		$ -	2	$ 480	8	$ 1,760	16	$ 2,400		$ -		$ -	26	$ 4,640	$ -
2.5	Submit FAA OE/AAA (Airspace Review)		$ -	2	$ 480		$ -		$ -	4	$ 500		$ -	6	$ 980	$ -
2.6	Develop general and technical specifications		$ -	2	$ 480		$ -	16	$ 2,400		$ -	8	$ 640	26	$ 3,520	$ -
2.7	Update Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	8	$ 1,200		$ -	4	$ 320	18	$ 2,880	$ -
2.8	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	2	$ 620	16	$ 3,840	22	$ 4,840	58	$ 8,700	52	$ 6,500	12	$ 960	162	$ 25,460	$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
3.2	Finalize design plans		$ -	4	$ 960	8	$ 1,760	8	$ 1,200	16	$ 2,000		$ -	36	$ 5,920	$ -
3.3	Finalize CSPP		$ -	2	$ 480	4	$ 880		$ -	8	$ 1,000		$ -	14	$ 2,360	$ -
3.4	Finalize general and technical specifications		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	8	$ 640	18	$ 2,600	$ -
3.5	Prepare Final Engineer's Report and Construction Cost Estimate		$ -	2	$ 480	4	$ 880	4	$ 600		$ -	4	$ 320	14	$ 2,280	$ -
3.6	QA/QC	2	$ 620	2	$ 480	2	$ 440	2	$ 300		$ -		$ -	8	$ 1,840	$ -
	Subtotal	2	$ 620	16	$ 3,840	22	$ 4,840	18	$ 2,700	24	$ 3,000	12	$ 960	94	$ 15,960	$ -
	Total	6	$ 1,860	44	$ 10,560	56	$ 12,320	102	$ 15,300	92	$ 11,500	32	$ 2,560	332	$ 54,100	$ 28,750

Total Project Fee	$ 82,850


N
2000 ft
ISLESBORO
MANGROVES AT INLET SHORES
INLET SHORES
AIRPORT COMMERCIAL
AIRPORT INDUSTRIAL PARK
INDUSTRIAL PARK OF NGB
TURNBULL BAY ESTATES
SMYRNA ESTATES
HOWARDS
TRUDGEONS
Wildlife Fence
w/ skirting (Typ.)
Turnbull Bay Rd
Airway Creek
South St
Inlet Shores Dr
Airway Cir
Industrial Park Ave
Williams Rd
Nordman Ave
Northern Ave
Bennett Ave
Conrad Dr
Cresthaven Ave
Sunset Dr
Richard St

2915

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of New Smyrna Beach

Airport: New Smyrna Beach Municipal Airport

Project Number: 3-12-0054-xx-2025

Description of Work: 1. Wildlife Fence - Design

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure ~~or will ensure~~ full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded ~~or will exclude~~ any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes ~~or will describe~~ specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized ~~or will publicize~~ a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based ~~or will base~~ selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified ~~or will verify~~ that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed ~~to or will agree~~ to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated ~~or will negotiate~~ a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☐ Yes ☐ No ☒ N/A

11. Sponsor has prepared ~~or will prepare~~ a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated ~~or will incorporate~~ mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using ~~or will not use~~ the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 28th day of April , 2025 .

Name of Sponsor: City of New Smyrna Beach

Name of Sponsor's Authorized Official: Arvin Weese

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of New Smyrna Beach

Airport: New Smyrna Beach Municipal Airport

Project Number: 3-12-0054-xx-2025

Description of Work: 1. Wildlife Fence - Design

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing ~~were or~~ will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, ~~were or~~ will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications ~~were or~~ will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☐ Yes ☐ No ☒ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☐ Yes ☐ No ☒ N/A

6. Sponsor ~~has notified, or~~ will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance ~~were or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor ~~were or~~ will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection ~~was or~~ will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project ~~was or~~ will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor ~~has taken or~~ will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 28th day of April , 2025 .

Name of Sponsor: City of New Smyrna Beach

Name of Sponsor's Authorized Official: Arvin Weese

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of New Smyrna Beach

Airport: New Smyrna Beach Municipal Airport

Project Number: 3-12-0054-xx-2025

Description of Work: 1. Wildlife Fence - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been ~~or will be~~ published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been ~~or will be~~ established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: New Smyrna Beach Municipal Airport
Address: 602 Skyline Drive, New Smyrna Beach, FL 32168

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 28th day of April , 2025 .

Name of Sponsor: City of New Smyrna Beach

Name of Sponsor's Authorized Official: Arvin Weese

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of New Smyrna Beach

Airport: New Smyrna Beach Municipal Airport

Project Number: 3-12-0054-xx-2025

Description of Work: 1. Wildlife Fence - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is ~~or will be~~ in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are ~~or will be~~ engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included ~~or will include~~ clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have ~~implemented or will~~ implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). ~~was or~~ will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 ~~contain or~~ will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 ~~contain or~~ will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place ~~or will be in place~~ (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) ~~include or~~ will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 28th day of April , 2025 .

Name of Sponsor: City of New Smyrna Beach

Name of Sponsor's Authorized Official: Arvin Weese

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

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U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of New Smyrna Beach

Airport: New Smyrna Beach Municipal Airport

Project Number: 3-12-0054-xx-2025

Description of Work: 1. Wildlife Fence - Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were ~~or will be~~ prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or ~~will incorpora~~te a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included ~~or will be included~~ in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been ~~or will be~~ omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use ~~or will not use~~ "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose ~~or will not impose~~ geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include ~~or will include~~ sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include ~~or will include~~ explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence ~~was or~~ will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate ~~or will incorporate~~ applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include ~~or will include~~ process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has ~~or will~~ prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been ~~or will be~~ incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project ~~was or~~ will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 28th day of April , 2025 .

Name of Sponsor: City of New Smyrna Beach

Name of Sponsor's Authorized Official: Arvin Weese

Title of Sponsor's Authorized Official: Airport Director

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF MEAD & HUNT'S PROPOSAL FOR A SEPTIC-TO-SEWER SYSTEM FOR THE AIR TRAFFIC CONTROL TOWER.

May 27, 2025

Background:

The city's Community Redevelopment Agency (CRA) presented a resolution adopting a revised FY 24-25 budget during the CRA meeting on April 22nd. This revised budget included improvements for the Airport Infrastructure. This project meets the goals and objectives of the CRA by improving Airport Infrastructure for current buildings and future development. The New Smyrna Beach Airport's air traffic control tower (ATCT) is currently served via an onsite disposal and treatment system (OSDTS), also known as a septic tank and drain field. Development around the ATCT is expected, and as such, staff have requested to connect the ATCT to the existing gravity sewer collection system, owned and maintained by New Smyrna Beach Utilities (NSBU). Preliminary findings indicate that the ATCT can be served via gravity. An existing manhole is located approximately 800 LF southeast of the ATCT. Existing design drawings indicate this manhole has an 8" stub out at elevation +2.05. This will allow for long-term reduced maintenance costs for the Airport, as well as infrastructure for future development that will need access to sewer.

Staff proposes to utilize an existing continuing contract with Mead and Hunt, a professional engineering firm that is on contract with the city. Mead and Hunt has experience with designing septic to sewer retrofit projects and understands the complexity of this project. Staff recommends approving Mead & Hunt's proposal.

Findings:

Staff recommends approval of Mead & Hunt's proposal for a septic-to-sewer system for the Air Traffic Control Tower.

Fiscal Analysis:

12555203.563203

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

NSB Air Traffic Control S2S - Proposal REVISED.pdf
Resolution No. CRA-01-25 FY2024-2025 Adopt Revised Budget Re-Appropriation.pdf

Contract - Mead & Hunt.pdf

May 8, 2025

Jacob Cosat, MBA
Assistant Airport Director
New Smyrna Beach Airport
602 Skyline Drive
New Smyrna Beach, FL 32168

Email: jcosat@cityofnsb.com

Subject: Air Traffic Control Septic to Sewer (S2S)

Dear Mr. Cosat,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for the design, permitting, bidding, and construction services of the Air Traffic Control Tower Septic to Sewer Project.

Our firm has designed numerous septic to sewer retrofit projects and understands the complexity of this type of construction and the necessary design elements. The scope of services includes allowances for survey and geotechnical subconsultant services. A contingency has also been included if existing site constraints necessitate the need for a lift station.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad T. Blais, PE
Vice President/Market Leader

Cassandra "Casey" Cissell, PE
Department Manager

BTB/CMC

Enclosure Scope of Services and Fee Estimate
Exhibit A – Conceptual Gravity Sewer Layout

NEW SMYRNA BEACH AIRPORT
SCOPE OF SERVICES
FOR
AIR TRAFFIC CONTROL SEPTIC TO SEWER (S2S)

This Task Order is in conformance with the Agreement for Professional Engineering and Planning Consulting Services, RFQ 13-24-AIR dated May 24, 2024, between the City of New Smyrna Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The City of New Smyrna Beach Airport's air traffic control tower (ATCT) is currently served via an onsite disposal and treatment system (OSDTS), also known as a septic tank and drain field. Development around the ATCT is expected and as such City staff has requested to connect the ATCT to the existing gravity sewer collection system, owned and maintained by New Smyrna Beach Utilities (NSBU). Based on the information provided at the time of this proposal, preliminary findings indicate the ATCT can be served via gravity. An existing manhole is located approximately 800 LF southeast of the ATCT. Existing design drawings indicate this manhole has an 8" stub out at elevation +2.05.

This scope of services includes the design and permitting of +/- 800 LF of 8" gravity main, manholes, and sewer service lateral to connect the ATCT to central sewer, see Exhibit A for conceptual gravity layout. A contingency has been included to cover lift station and force main design if, upon survey receipt, existing topographic elevations and/or field conditions indicate gravity is not possible. This scope of services also includes bidding assistance and construction phase services.

As NSBU owns and maintains the existing collection system, coordination with NSBU for the FDEP wastewater collection permit is also included.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 13-month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of

communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Site Reconnaissance

MEAD & HUNT will conduct one (1) site visit to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the Project Understanding section above, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by MEAD & HUNT.

FDEP Wastewater Collection System Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER and NSBU.

NSBU will sign the permit application as the utility provider.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final FDEP Wastewater Collection System Permit application

PHASE 5 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

MEAD & HUNT will provide limited information for the OWNER's use in assembling the bidding and contract documents, including:

- Brief scope of construction work
- Suggested construction contract duration
- Schedule of unit work items
- Measurement and payment information corresponding to schedule of unit work items

MEAD & HUNT will also provide the final technical specifications (Divisions 2-49) and Construction Drawings (denoted as bid set). The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend an in-person pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes one (1) addendum will be completed. The OWNER shall be responsible for distribution of addenda.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will the bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 6 – CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

MEAD & HUNT will provide the following CEI services to the OWNER:

Issued for Construction Documents

MEAD & HUNT will prepare conformed drawings and technical specification "Issued for Construction" by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting

MEAD & HUNT will coordinate and preside over one (1) in-person pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Notice to Proceed

MEAD & HUNT will issue the notice to proceed (NTP) to the contractor on behalf of the OWNER.

Deliverables – Notice to Proceed

- Notice to Proceed Letter

Progress Meetings

MEAD & HUNT will coordinate and preside over three (3) in-person construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

MEAD & HUNT will receive, review, and respond to up to ten (10) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within 14 calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages

- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to two (2) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain a RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to one (1) field order, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to four (4) monthly payment applications from the contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 7 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected two (2) months of construction activity. At this time, the needed construction observation efforts are estimated to be forty (40) hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, and field verify work quantities. These efforts will be documented in electronic reports of construction and will include construction photographs.

Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs
- Red-Line Construction Drawings

PHASE 8 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)
- Final completion punchlist items (electronic PDF format)

As-Built Review

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents.

Deliverables – As-Built Review

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- FDEP

PHASE 9 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by MEAD & HUNT and are included in this phase. Items included in this phase will be billed at actual cost plus 15%.

Geotechnical – Soil borings and geotechnical evaluation will be performed by Bechtol Engineering and Testing, Inc.

Land Surveying – Certified design survey will be performed by Southeastern Surveying and Mapping Corporation.

PHASE 10 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

Contingency has been included in the event gravity sewer is not possible given existing topography and/or field conditions. Contingency funds would then be used as a means to design a lift station and force main capable of serving the ATCT.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Preliminary Design
- Easement Acquisition
- Special Studies
- Subsurface Utility Exploration
- Laboratory Services
- Value Engineering
- Redesign per Owner or Contractor
- Investigations
- Funding Assistance
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment
- Site Security
- Fire Protection
- Zoning Modifications
- Utility Connection Coordination
- Utility Connection/Capacity fees

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*401 days*	*Receipt of notice to proceed*
Kick-off Coordination	7 days	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*49 days*	*Kick-off Meeting*
Phase 3 – Project Design		
Task 1 – 60% Design	*40 days*	*Receipt of Survey*

Task 2 – 90% Design	*35 days*	*60% review meeting*
Task 3 – 100% Design	*18 days*	*90% review meeting*
Phase 4 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable (concurrent with Phase 3 Task 3)*
Phase 5 – Bidding Assistance	*90 days*	*Owner approval of 100% deliverable and receipt of FDEP permit*
Phase 6 – Construction Engineering and Inspection Services	*90 days*	*Construction Contract award to Contractor*
Phase 7 – Construction Observation	*60 days*	*Contractor Construction Start*
Phase 8 – Project Closeout	*30 days*	*Substantial Completion*

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is $174,513.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$8,753*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$3,160*	*Lump Sum*
Phase 3 – Project Design		
Task 1 – 60% Design	*$21,946*	*Lump Sum*
Task 2 – 90% Design	*$12,616*	*Lump Sum*
Task 3 – 100% Design	*$8,714*	*Lump Sum*
Phase 4 – Permitting Assistance	*$5,032*	*Lump Sum*
Phase 5 – Bidding Assistance	*$5,037*	*Lump Sum*
Phase 6 – Construction Engineering and Inspection Services	*$22,775*	*Lump Sum*
Phase 7 – Construction Observation	*$46,080*	*Time & Expense*
Phase 8 – Project Closeout	*$6,800*	*Lump Sum*
Subtotal	***$140,913***	
Phase 9 – Subconsultants/Reimbursables	*$13,600*	*Actual cost plus 15%*
Phase 10 – Contingency	*$20,000*	*Time & Expense*
TOTAL	***$174,513***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF NEW SMYRNA BEACH	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad T. Blais
Title:		Title:	Vice President/Market Leader
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:		Date	May 8, 2025

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168, City Clerk, Sharon Taylor-Harding, (386) 410-2630, clerk@cityofnsb.com



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Mead & Hunt

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. Any other use or reuse by owner or by others will be at owner's sole risk and without liability or legal exposure to Mead & Hunt. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

City of New Smyrna Beach
Air Traffic Control
Septic to Sewer

Exhibit A
Conceptual Gravity
Sewer Layout

2951

RESOLUTION NO. CRA 01-25

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADOPTING A REVISED BUDGET AND REAPPROPRIATING THE CRA FUND BALANCE TO SPECIFIC AND AMENDED CRA CAPITAL PROJECTS FOR FISCAL YEAR 2024-2025; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency of the City of New Smyrna Beach (CRA) was created pursuant to Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach is a dependent special district under Chapter 189, Florida Statues (2006), known as the Uniform Special District Accountability Act (the "Special District Act"); and

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the Community Redevelopment Agency of the City of New Smyrna Beach, to adopt a budget for each fiscal year by resolution and any amendments or revisions; and

WHEREAS, Florida Statute 163.387 (7) (d) requires any money remaining in the Community Redevelopment Agency (CRA) trust fund at the end of each fiscal year to be re-appropriated pursuant to the next annual budget adopted by the Community Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach has proposed the re-appropriation of the remaining funds in the fiscal year 2023 – 2024 CRA Fund Balance to specific and amended CRA Capital Projects for the fiscal year 2024 – 2025 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA AS FOLLOWS:

SECTION 1. ***Authority.*** The Community Redevelopment Agency of the City of New Smyrna Beach has the authority to adopt this Resolution pursuant to the Special District Act.

SECTION 2. ***Adoption of Budget***. The governing body of the Community Redevelopment Agency of the City of New Smyrna Beach does hereby approve and adopt a revised Budget for the Community Redevelopment Agency of the City of New Smyrna Beach for Fiscal Year 2024–

2025 and the re-appropriation of the remaining funds to specific and amended CRA Capital Projects for Fiscal Year 2024-2025. A copy of the budget is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. ***Severability.*** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining potion hereto.

SECTION 4. ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

SECTION 5. ***Effective Date.*** This resolution shall take effect immediatley upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/16/2025

EXHIBIT "A"

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Revised Budget Fiscal Year October 1, 2024 - September 30, 2025
Time: 2015 -2035 Board: City Commission
2002 Acres Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment

Current Year Taxable Value $ 535,253,8583
Less Base Year Tax Value $ 190,264,372
Equals Increment Value $ 344,989,486

GL Line Code	**Revenues:**		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$991,467	including adjustment of $847.44 overpayment for 2023)
12530000.319102	City TIF (Millage 4.637) X 95%	$1,511,982	
12530000.361101	Interest Earnings	$100,000	
12530000.361103	Interest on Investments	$11,000	
12530000.389101	Appropriated Fund Equity	$5,998,125	(aka Balance Forward)
	Total Revenues	**$8,612,574**	
	Expenses:		
	Re-Development Assistance & Incentives		
NOTES	**Description**	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
12555201.583006.XXXX	Large -Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 10 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)
12555201.583006.XXXX	Historic Home Preservation Grant Program	$200,000	Program will assist owner-occupied homeowners with exterior improvements to their single-family historic home in the CRA's Historic Districts. Home must be included on the Historic Registry. Awards up to $50,000 per eligible applicant. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555201.583006.XXXX	Historic Preservation Commercial & Not-for-Profit Grant Program	$100,000	Funds will assist non-profits within CRA District with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
	Subtotal Development Assistance & Incentives	$2,100,000	

	Expenses - Other Grants and Aids		
12555202.583006.XXXX	NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555202.583006.XXXX	Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
	Subtotal Other Grants and Aids	$610,000	
Capital Project #	**Expenses - Capital Projects**		
12555203.563203.XXXX	NSB Airport infrastructure & Beautification Project	$1,000,000	Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
12555203.563203.XXXX	Pettis Park Improvement Project	$100,000	Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.XXXX	Public Infrastructure Improvement Project	$800,000	Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.XXXX	LED Light Conversion Sports Complex	$2,300,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Community Development Block Grant	$50,000	Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.531099.XXXX	Environmental Remediation of 1292 Turnbull Bay Road	$139,000	Funding will assist in the completion of Brownfield remediation and clean up of this site. (Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions)
12555203.549099.XXXX	Stormwater Management - Dredge Stormwater System between Tenth Street and US1 behind McDonald's	$25,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.549099.XXXX	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$168,252	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.XXXX	Rocco Park LED Retrofit	$80,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Skate Park Lighting	$240,322	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	New Playground @ Sports Complex	$500,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.531099.XXXX	Smith Street Remediation and Redevelopment for a Parking Lot	$500,000	Funding will assist in the completion of Brownfield remediation and clean up of this site formerly owned and operation by the Utilities Commission. Redevelop this site for a parking lot(Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
	Subtotal Capital Projects	$5,902,574	
	Total Expenses	**$8,612,574**	

The Within and Foregoing Resolution No. CRA 01-25 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on April 22, 2024. Motion was made by Member Perrine, and Seconded by Vice Chair Martin, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

CHAIR FRED E. CLEVELAND	Yes
MEMBER BRIAN ASHLEY	Absent
VICE CHAIR LISA MARTIN	Yes
MEMBER JASON MCGUIRK	Yes
MEMBER VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

Sharon Taylor-Hardings

As City Clerk of the
City of New Smyrna Beach, Florida

CONTRACT RENEWAL
FOR PROFESSIONAL ENGINEERING SERVICES
MEAD AND HUNT, INC.

WHEREAS, the City of New Smyrna Beach (City) requested qualifications for PROFESSIONAL ENGINEERING SERVICES, via RFQ 12-17-ENG; and

WHEREAS, the City accepted the qualifications of MEAD AND HUNT, INC. (Firm); and

WHEREAS, the parties desire to enter into the third of five (5) possible one (1) year renewals of the contract pursuant to the RFQ.

NOW, THEREFORE, THE CITY AND MEAD AND HUNT, INC., AGREE AS FOLLOWS:

1. The City and DRMP, INC., agree to all the terms and conditions as stated and contained in RFQ 12-17-ENG, including any/all Attachments, Addenda, and the firm's submitted Request for Qualifications, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFQ, the RFQ Response of the firm, and Florida law.

2. The term of this contract renewal agreement is for one year and is the third of five (5) possible one (1) year renewals.

3. The parties agree to the terms of this contract. This renewal agreement for this contract is from July 10, 2024, and will continue for a year from that date.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: 6/27/2024

Attest: _____
Kelly McQuillen, City Clerk

MEAD AND HUNT, INC.

By: _____
Brad Blais, P.E., Vice President

Date: May 20, 2024

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ for
Carrie Avallone, City Attorney

Date 7/10/2024

END OF CONTRACT FOR SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Beau Murray
Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	PHONE (A/C, No, Ext): 608-242-2558 FAX (A/C, No): E-MAIL ADDRESS: BMurray@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance	37885
INSURER B : Zurich American Insurance Company	16535
INSURER C : American Guarantee & Liability Ins. Co.	26247
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MEAHUNPC
Mead & Hunt, Inc.
2440 Deming Way
Middleton, WI 53562

COVERAGES **CERTIFICATE NUMBER:** 765756535 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		GLO138723202	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Cont Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAP138723102	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB [X] OCCUR			AUC095226002	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC138723302	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B A	Property Professional Liability (Claims-Made)			CPP182316702 DPR5030749	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Bldg/BPP: $22,620,427 Per Claim: Per Aggregate:	BI: $15,000,000 $10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of New Smyrna Beach

General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation Policies include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

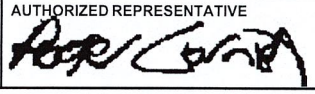
CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CONSIDER THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW SMYRNA BEACH AND THE SMYRNA YACHT CLUB ADDRESSING THE INSTALLATION OF SIGNAGE FOR A LOW WAKE ZONE.

May 27, 2025

Background:

The City of New Smyrna Beach approved an Ordinance establishing a Low Wake Zone adjacent to the Smyrna Yacht Club property adjacent to the Intercoastal Waterway. The Ordinance requires that signage be installed to properly notify boaters of the Zone. The MOU addresses the terms and conditions where the City will partner with the Club to permit, bid and install the required signage.

Staff recommends approval.

Fiscal Analysis:

None

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

yacht club mou-05132025103405.pdf

MEMORANDUM OF UNDERSTANDING
Regarding the Construction and Cost Responsibilities for a Slow Speed Wake Zone

This Memorandum of Understanding ("MOU") is entered into this ___ day of _____, **2025**, by and between the **City of New Smyrna Beach**, a municipal corporation ("City"), located at 210 Sams Avenue, New Smyrna Beach, Florida, 32168 and the **Smyrna Yacht Club**, a private membership organization ("Yacht Club"), located at 1201 South Riverside Drive, New Smyrna Beach, Florida, 32168. The City and Yacht Club may be collectively referred to as the "Parties."

1. Purpose

This MOU outlines the respective roles and responsibilities of the Parties in connection with the planning, permitting, funding, construction, and long-term maintenance and of a **Slow Speed / Minimum Wake Zone (SSWZ)** pursuant to Ordinance Number 07-25, or as amended, including associated improvements and regulatory compliance.

2. Estimated Cost of Project

The total estimated cost to establish the Slow Speed/Minimum Wake Zone (SSWZ) is Forty Thousand Dollars ($40,000), which shall be jointly funded by the City, utilizing grant funds, and the Smyrna Yacht Club, in proportions to be outlined and explained in this MOU.

3. Scope of Work and Responsibilities

3.1 Yacht Club Responsibilities

The Yacht Club agrees to:

1. **Engineering & Design**
    - Contract with a qualified marine engineer to design all required improvements for construction and permitting of the SSWZ project.
2. **Permitting Preparation**
    - Prepare and compile complete permit applications for submission to all applicable state and federal agencies on behalf of the City, including U.S. Army Corps of Engineers and Florida Fish and Wildlife Conservation Commission (FWC).
3. **Funding Contributions**
    - Provide **$20,000** to the City upon the award of the Florida Inland Navigation District **(FIND)** grant.

- Provide any additional funds exceeding $40,000 in total project cost after the public bid opening. This includes full payment of the difference between the actual bid and the $40,000 threshold.

4. **Pump-Out Station Commitment**
   - Install a **second mechanized pump-out location** on Yacht Club property to satisfy **statutory signage placement** and project design requirements.
5. **Permit Coordination**
   - Coordinate and finance any other permits that may be required by **state, city, or county** agencies beyond the initial submittals.

3.2 City Responsibilities

The City agrees to:

1. **FIND Grant Submission**
   - Prepare and submit an application to the Florida Inland Navigation District (FIND) for a $20,000 reimbursement grant, based on the agreed-upon project cost estimate of $40,000.
2. **Permitting Authorization**
   - Formally authorize the submission of all state and federal permit applications prepared by the Yacht Club or its consultants on the City's behalf.
3. **Ownership and Maintenance**
   - Upon project completion, assume **full ownership and long-term maintenance** responsibilities for all slow speed signage, and associated infrastructure located within public waters.

3. Project Funding Summary

- **Estimated Total Project Cost:** $40,000
- **FIND Grant Reimbursement:** $20,000 (to be applied for by the City)
- **Yacht Club Contribution:**
  - $20,000 upfront at the time of grant award
  - 100% of any cost exceeding $40,000, based on awarded construction bids.

All payments from the Yacht Club shall be made to the City within 30 days of notification and invoicing. The City will manage procurement, contracting, and vendor payments for the construction phase.

4. Term and Termination

This MOU shall become effective upon signature by both parties and remain in effect until all construction is complete and ownership is transferred to the City, unless terminated earlier by mutual agreement.

Either party may terminate this MOU by providing **thirty (30) days' written notice** to the other, provided such termination does not interfere with any permits, contracts, or funding obligations already in progress.

The Yacht Club will be provided with a copy of the project cost and may terminate this Memorandum of Understanding (MOU) if it determines that doing so is in its best interest due to the cost of the project. However, the Yacht Club acknowledges that termination of this MOU will also result in the termination of the establishment of the Slow Speed/Minimum Wake Zone (SSWZ)

5. Indemnity and Liability

The Yacht club shall hold harmless, defend, and indemnify the other party, including its officers, employees, and agents, from any claims or liability arising from that party's own negligence or willful misconduct in connection with this MOU.

Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or the limits of liability set forth in section 768.28, Florida Statutes, as amended. The Parties acknowledge that the City retains all immunities and defenses available to it under Florida law.

6. Dispute Resolution

The Parties agree to resolve any disputes arising from this MOU through good-faith negotiation. If resolution is not achieved, all litigation arising out of this agreement shall be filed in the Seventh Judicial Circuit for the County of Volusia. Each party will be responsible for its own attorney's fees and cost of ligation.

7. Amendment

This MOU may be amended only in writing and upon mutual agreement and signature by both parties.

[SIGNATURES TO FOLLOW]

NOW THEREFORE, the parties affirm their intent to be bound by the terms outlined in this MOU.

CITY OF NEW SMYRNA BEACH

_____ Date: _____

Name: Fred E. Cleveland
Title: Mayor

Attest:

_____ Date: _____

Name:
Title:

SMYRNA YATCH CLUB

C. Elnitsky Date: May 9, 2025

Name:
Title: Commodore, 2025

Attest: Deborah Kiely Date: May 11th, 2025

Name: Deborah Kiely
Title: Secretary

Attest: Date: May 11th 2025

Name: Matthew Lefever
Title: General Manager

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE VENETIAN BAY GOLF AND COUNTRY CLUB 2025 JULY 4TH FIREWORKS DISPLAY, TO BE HELD ON FRIDAY JULY 4, 2025.

May 27, 2025

Background:

The Venetian Bay Golf and Country Club submitted a special event application to host July 4th Fireworks at the Country Club. The attached application illustrates the fireworks display would begin at 8:00 pm and last for fifteen minutes. Set-up for the event would begin at 3 pm. Venetian Bay has previously held fireworks for the 4th of July. The City's Fire Marshal approved the special event application and noted that the City would have a fire engine on stand by with the Fire Marshal.

Per the City's municipal code section 14-305 regarding fireworks displays, the applicant/organizer must provide the City with the following...

- a detailed listing of the type and quantity of fireworks that will be used
- proof of insurance at a type and level approved by the city
- a detailed written statement outlining all appropriate safety procedures which will be used at the fireworks display in order to protect the safety of the public and all surrounding property
- a detailed written statement describing what facilities and containers will be used to store fireworks
- if applicable, the applicant's federal license number for transporting fireworks across state lines
- A detailed list of the names, addresses, occupations and backgrounds of all individuals who will be responsible for the actual display, use or explosion of any fireworks. The background statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individuals have been responsible for or involved in
- proof of payment of a permit fee in accordance with the fee schedule in Chapter 70

Findings:

Staff recommends the approval of the Venetian Bay Golf and Country Club 2025 July 4th Fireworks display, to be held on Friday July 4, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Strategic Plan Item:
No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

Venetian Bay July 4th Fireworks 2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Venetian Bay 4th of July

Event Date: 7/5/25

Contact Information: Michelle Andrews / Orlando Special Effects

Brief Event Description: 4th of July Fireworks at VB

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	5/21/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	5/21/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/20/25
Signature on following form	Fire Department	386-402-7631	slane@cityofnsb.com	
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	05/20/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	05/20/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	5/20/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Dept - Major Event Permit
LS Major Special Event

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 5/27/25

Road Closures:

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

City of New Smyrna Beach

Special Event Application Follow-Up Form

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Event Date: 7/5/25

Contact Information: Michelle Andrews / Orlando Special Effects

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	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	5/21/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/20/25
	Fire Department	386-402-7631	slane@cityofnsb.com	5-21-25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	05/20/25
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	05/20/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	5/20/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Dept - Major Event Permit
LS Major Special Event

Banner Request: Yes ☐ No ☑ Entered into RecTrac _____ Agenda Item Complete 5/27/25

Road Closures:

City Commission Approval Required? Yes ☑ No ☐ City Event? Yes ☐ No ☑

Special Event Application

Form Submission ID: 21455279
Submission Date/Time: 05/07/2025 at 8:01 am
Form Status: New
Patron Email Address: ma@orlandospfx.com
Name: Andrew Nicholls

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Venetian Bay Golf and Country Club July 4th and New Year's Eve Party

Name of Producer and/or Promoter

Orlando Special Effects, Inc.

Type of Organization

For-Profit

Address

12421 Lake Mary Jane Road

City

Orlando

State

FL

Zip Code

32832

Work Phone

(407)648-1867

Home Phone

(407)648-1867

Fax

4076481867

Special Event Application

Website

www.orlandospfx.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

July 5th, 2025 and December 31st, 2025

Location of Event

Venetian Bay Golf and Country Club, 63 Airoport Road, New Smyrna Beach, Florida. 32168

Description of Event

6-Minutes Fireworks Display

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

07/05/2025

Event Start Time:

08:00 pm

Special Event Application

Event End Time:

08:15 pm

Set Up Start Time:

03:00 pm

Setup End Time:

08:00 pm

Breakdown Start Time:

08:15 pm

Breakdown End Time:

09:00 pm

Alternative Date:

12/31/2025

How will the general public be notified about a cancellation/ postponement of the event?

Usual Venetian Bay channels, Email, Facebook, Signs in the community area.

Anticipated number of attendees?

150

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

We have been providing the Fireworks For July 4th and New Year's Eve for the last Four Years

Have you held this event in another city?

Yes

If yes, list location(s):

We have been providing Fireworks Displays around Central Florida for over 35 years including City of Maitland, Brevard County Public School Graduation, Orange County Public Schools Home Coming, to name a few.

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast

Special Event Application

Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

Sound End Time:

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

Yes

Type of Effects:

Fireworks

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

July 5th, 2025 and New Year's Eve at 8pm for 6-Minutes until 8:06pm

Location of Special Effects

Golf Course at Venetian Bay, 63 Airport Road, New Smyrna Beach, Florida. 32168

Effects Producer/Company Name

Orlando Special Effects, Inc.

Address

12421 Lake Mary Jane Road, Orlando, Florida. 32168

Phone Number

(407)648-1867

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Lloyds of London

Policy Number

PY/25-0017

Special Event Application

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Other

Telephone number to be released for public information

(352)584-0319

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

No

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

None, Usual Bathroom facilities will surfice.

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Technician and a spotter. Venetian Bay usual security.

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

Upload Site Map

CONFIRMATION:

Special Event Application

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Isaac Navarrate ((321)213-7467

Contact Name & Phone Number (2):

Thiago Meloreisa (689)252-4790

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Andrew Nicholls

Date:

05/07/2025

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**1-FL-095-20-6D-00317**
Chief, Federal Explosives Licensing Center (FELC)	Mamie Howard	Expiration Date	**April 1, 2026**

Name
ORLANDO SPECIAL EFFECTS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
12421 LAKE MARY JANE RD
ORLANDO, FL 32832-

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
ORLANDO SPECIAL EFFECTS INC
12421 LAKE MARY JANE RD
ORLANDO, FL 32832-

Andrew Nicholls — Licensee/Permittee Responsible Person Signature

Owner/President — Position/Title

Andrew Nicholls — Printed Name

3/20/2023 — Date

Previous Edition is Obsolete

ORLANDO SPECIAL EFFECTS INC:12421 LAKE MARY JANE RD:32832:1-FL-095-20-6D-00317:April 1, 2026:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ORLANDO SPECIAL EFFECTS INC**

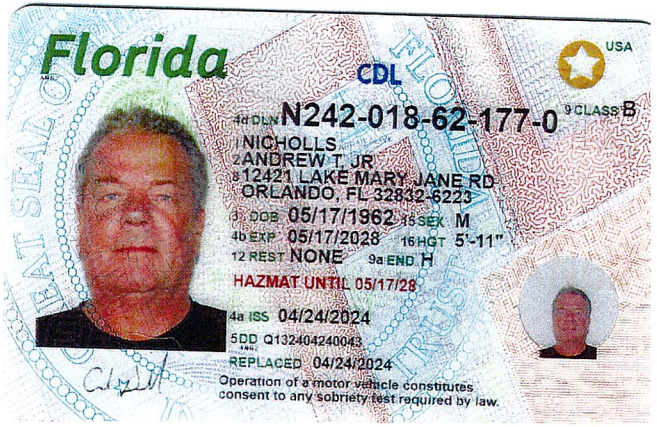
Business Name:

License/Permit Number: **1-FL-095-20-6D-00317**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **April 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.


Florida
CDL
USA
4d DLN N242-018-62-177-0
9 CLASS B
1 NICHOLLS
2 ANDREW T JR
8 12421 LAKE MARY JANE RD
ORLANDO, FL 32832-6223
3 DOB 05/17/1962
15 SEX M
4b EXP 05/17/2028
16 HGT 5'-11"
12 REST NONE
9a END H
HAZMAT UNTIL 05/17/28
4a ISS 04/24/2024
5DD Q13240424004 3
REPLACED 04/24/2024
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

ANDREW NICHOLLS

12421 LAKE MARY JANE ROAD
ORLANDO
FLORIDA
32832



ANDY@ORLANDOSPFX.COM



(407)648-1867 OFFICE
(407)421-2168 CELL

WWW.ORLANDOSPFX.COM

OBJECTIVE

To entertain and educate using the world of pyrotechnics and special effects.

ANDY AND HIS WIFE TANYA HAVE BEEN MARRIED FOR OVER 25 YEARS. TANYA IS ALSO A QUALIFIED PYROTECHNICIAN, SHE RECENTLY RETIRED FROM UNIVERSAL STUDIOS ORLANDO, ENTERTAINMENT DEPARTMENT AS A 30 YEAR VETERAN PYROTECHNICIAN

EXPERIENCE

OWNER OF ORLANDO SPECIAL EFFECTS, INC.
1990 – To Present Day

Designs and provides pyrotechnic displays and special Effects for the entertainment industry and other businesses here and abroad.

Represents some manufacturers of the equipment and materials used for our special effects.

Develops training materials and programs.

Manufacturing of propriety and custom special effects for entertainment, and military simulations and training.

Works as a consultant with local Fire Departments and Authorities having jurisdiction giving training seminars that focus on pyrotechnics and special effects safety, operating procedures, standards, and codes.

Contributes occasionally to pyrotechnic, entertainment and other publications.

Acts as a consultant and expert witness on regulatory and legal issues. NFPA Technical Committee member. "Special effects" specifically 1126 and 160. Alternate to pyrotechnics committee 1123 and 1124

EDUCATION

1990-1992 MID FLORIDA TECH
1988-1990 WALT DISNEY WORLD
1985-1988 DISNEY/ VALENCIA COMM. COLLEGE, CENTRAL FL FILM PRODUCTIONS TRAINING PROGRAM
1983-1985 STOCKTON STATE COLLEGE, ATLANTIC CITY NJ, B.A. TECH THEATRE/BUSINESS MGT
1980-1983 BETHANY COLLEGE, BETHANY WV.

SKILLS AND EXPERTISE

Pyrotechnics (Federal License), Rigging, Mechanical Drawing, Stunts and Driving, Welding (certified), Pneumatics, Carpentry, Electrical, Plumbing, Masonry, Foams, Hydraulics, Electronics, Magic and Radio Controlled Mechanisms. Published Technical Author for "Special F/X News Journal" and a series of 3 videos.

EXPERIENCE AND MEMBERSHIPS

Commercials, Special Events, Conventions, and Other Productions

Ford Trucks, World On Ice, DuPont, Florida Power, Ringling Brothers & Barnum and Bailey, IBM, Honda, Tupperware, Pepsi, The Stepper, Chevrolet Trucks, John Deere, California East Dance Party, Orlando Opera, Neil McCoy Music Video, 24th Junior Olympics, Dianetics & The Church of Scientology, Walt Disney World MGM Studios, Universal Studios Orlando, Cadillac, Nickelodeon Studios, Rainforest Café, STRICOM, General Dynamics (Military Contractors), Tampa Bay Buccaneers, Bonneroo Music Festival, Mini Golf Venues in Canada, Myrtle Beach SC, and Ocean City MD, The Bourbon Brothers Music Video, Savannah Dexter with Shelbykay Music Video, Welcome to Rockville Daytona Beach 2023 Memphis May Fire stage performance.

Television

The Cape, Second Noah, Mickey Mouse Club, Hi Honey I'm Home, America's Most Wanted, Super Boy, The New Leave it to Beaver, Rescue 911, WCW and WWF Wrestling and more.

Films

Ace Ventura-Pet Detective, Morgan Creek Productions, Matinee-Universal-Productions, South Beach-Po Boy Productions, Operation Dumbo Drop-Tri Star, Lethal Weapon III-Warner Brothers, Criss Cross-Criss Cross Productions, Days of Thunder-Paramount Pictures, Dead Presidents-Vampire Wars and More.

Blogs, YouTube and Tiktok videos

Battlefield Special Effects

Orlando Special Effects, Inc. has been providing battlefield special effects for military training MOUT (Military Operations on Urban Terrain) sites since year 2000 for the U.S. Army and STRICOM through General Dynamics Co. We have created and supplied a proprietary line of equipment to Ft. Polk LA, Ft. Drum NY, Ft. Campbell KY, Ft. Knox KY, Ft Wainwright AK, Ft. Hunter Ligget CA. Much of the equipment we provide replaces pyrotechnics with compressed and flammable gasses for safety and repeatability.

Depositions

1994-Consulting for Marion County on the noise level and impact of weapons and explosions during the filming of the movie True Lies.

2005-Case of Fire System components that required maintenance and had to explain how safety systems function (Retained by Plaintiff).

2012-Case involving an open flame effect for fire dancers where a spectator was injured (Retained by the Plaintiff).

2018-Case involving an Air operated Confetti Cannon where a photographer was injured (Retained by Defence).

2019-Confetti Cannon Manufacturer defect where streamers shot at the crowd (retained by the defense)

2019- A CO2 fitting hit a audience member (Retained by the plaintiff)

Memberships

National Fireworks Association, Pyrotechnic Guild International, National Fire Protection Association.

At present Andy Nicholls is a representative on the National Fire Protection Association Technical Committee on Special Effects. This committee provides National Codes and Standards for the special effects industry. Specifically, N.F.P.A. Technical Bulletins 1126 and 160 that are the National Standards for Indoor Fireworks and Flame Effects Utilizing Flammable Gases. Andy is also a Tech. Committee alternative for N.F.P.A. 1123 and 1124 that are the National Standards for Outdoor Fireworks and displays. Representing the National Fire work Association (NFA).

Since 1989!

Orlando Special Effects, Inc.

12421 Lake Mary Jane Rd, Orlando, FL 32832
www.orlandospfx.com

President: ***Andrew Nicholls***
Cell: 407-421-2168
Email: andy@orlandospfx.com

Office Manager: ***Michelle Andrews***
Office: 407-648-1867
Email: ma@orlandospfx.com

FIREWORKS SHOW DESCRIPTION

Date/Time	July 5th, 2025 & December 31st, 2025@ 8pm (Duration approximately 6 minutes) **NOTE**: Show time may change due to weather and/or other events.
Rain Date(s)/Time(s)	
Sponsor	Venetian Bay Golf and Country Club
Venue	63 Airport Road, New Smyrna, Florida. 32168
Property Owner	**Venetian Bay Golf and Country Club**
AHJ	**City of New Smyrna**
Fire Codes	CHAPTER 69A-60 - *THE FLORIDA FIRE PREVENTION CODE* – 12-31-20 National Fire Protection Association (NFPA) 1123, *Code for Fireworks Display* - 2018
Fireworks	☒ **Consumer Fireworks (FIREWORKS UN0336 1.4G** Title 27 *Code of Federal Regulations* (*CFR*) § 555.11 **Consumer fireworks**. Any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission, as set forth in title 16, Code of Federal Regulations, parts 1500 and 1507. Some small devices designed to produce audible effects are included, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials. Consumer fireworks are classified as fireworks UN0336, and UN0337 by the U.S. Department of Transportation at 49 CFR 172.101. This term does not include fused setpieces containing components which together exceed 50 mg of salute powder. ☒ **Articles Pyrotechnic (ARTICLES PYROTECHNIC UN0432 1.4G)** Title 27 *CFR* § 555.11 **Articles pyrotechnic**. Pyrotechnic devices for professional use similar to consumer fireworks in chemical composition and construction but not intended for consumer use. Such articles meeting the weight limits for consumer fireworks but not labeled as such and classified by U.S. Department of Transportation regulations in 49 CFR 172.101 as UN0431 or UN0432. **NOTE**: The possession, storage, transportation and use of Consumer Fireworks and Articles Pyrotechnic are EXEMPT from Bureau of Alcohol Tobacco, Firearms & Explosives (ATF) regulations [See Title 27 *CFR* § 555.141 Exemptions. 7]. **Thus, an ATF license/permit is NOT required by Federal or Florida laws or regulations, nor NFPA 1123 for a fireworks display consisting of Consumer Fireworks and Articles Pyrotechnic**.
Types of Fireworks	An assortment of single shots up to 1.75" aerial shells and multiple tube 9 shot to 100 shot aerial shells, mines and comets up to 3" (a/k/a/ cakes, repeaters, multiple tube devices). The assortment is determined by the budget, the venue, the occasion, and availability.
Mortars	Only high-density polyethylene (HDPE) or fiberglass mortars for the 1.75" aerial shells in mortar racks, holders and/or bundles that meet or exceed NFPA 1123 – Chapter 4 are used. **NOTE**: NFPA 1123 - 4.5.4 Mortar racks and bundles shall be constructed and installed to hold multiple mortars in position during normal functioning.

Display site	☒ **Land based fireworks display** ☐ **Water based fireworks display** The minimum required radius of the display site (discharge site plus fallout area) shall be 70 ft/in per NFPA 1123 -5.1.3.1. (3.0 inches x 70.0 feet = 210.0 feet radius) **NOTE**: The actual distance from the discharge site to the spectator viewing/parking area(s) may be greater. (See Display Site Plan/Map)
Firing Method	Manual electric firing system
Transportation	Fireworks are transported from our facility to the display site by our personnel
Inspection	Inspection should take place at least sixty (60) minutes prior to the scheduled fireworks display in order to make any adjustments needed due to weather or other conditions.
Fire Watch	☒ **One (1) Pumper w/crew** ☐ **One (1) Brush truck w/crew** Fire Watch should be on station at least thirty (30) minutes prior to the scheduled fireworks display. **NOTE**: NFPA 1123 - 5.1.6 Fire protection and other emergency response personnel and their vehicles shall remain at or beyond the perimeter of the display site during the actual firing of the display.
Fire Extinguishers	Minimum of two (2) 2A (Pressurized Water) Fire Extinguishers
Fireworks Provider(s)	As per Safety Data Sheets (SDS) for each show
OPERATOR	Isaac Navarrate (321)213-7467 . ID and Resumé attached **NOTE**: Florida § 791.012 Minimum fireworks safety standards. The statute adopts NFPA 1123 and directs the State Fire Marshal to develop regulations. There are NO provisions for a state license/certification for Fireworks Operators or Assistants. All of our Operators and Assistants have been trained according to the requirements of NFPA 1123.
ASSISTANT(S)	Thiago Meloreisa
Display Site Plan/Map	Attached (See the scale for distances)
Insurance Certificate	Attached ($2 million Liability)
ATF License	1-FL-095-20-6D-00317 Manufacturer of High Explosives. Expiration 04/01/2026
NOTE	

The Club at Venetian Bay

63 N Airport Rd
New Smyrna Beach, FL 32168
(386)427-4138

Date: 5/6/2025

RE: Pyrotechnics for Our Event

To Whom it May Concern:

We The Club at Venetian Bay give permission to Orlando Special Effects, Inc. to provide a fireworks display and/or pyrotechnic special effects on our property located at 63 Airport Rd, New Smyrna Beach, FL 32168 on July 4, 2025 our Independence Day Celebration and our New Year's Eve Event December 31, 2025. We also give them permission to apply for any required permits for these events.

Please feel free to contact me if you have any questions regarding this permission letter.

Gary Mancini



Owner
The Club at Venetian Bay
[gary@venetianbaygolf.com]

Orlando Special Effects, Inc.

12421 Lake Mary Jane Road,

Orlando, Florida. 32832

Phone: (407)648-1867

ma@orlandosppfx.com

office@orlandospfx.com

Date: May 6, 2025

To: New Smyrna Beach Fire Rescue

Re: July 5th, 2025 and New Year's Eve

To Whom It May Concern:

I am respectfully requesting a site inspection and minimum hours fire-watch from New Smyrna Beach at Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, FL 32168 on July 5th, 2025, and again December 31, 2025, for a 6-minute fireworks display starting at approximately 8pm until 8:06 pm.

Our on-site contact will be Isaac Navarrate (321)213-7467

Please feel free to contact us with any questions.

Regards,

Kristie Hicks

Kristie Hicks

Office Assistant

Orlando Special Effects, Inc.

Office: (407)648-1867

Cell: Andrew Nicholls (407)421-2168



The fireworks for the display will be transported straight from our facility to the set-up site and monitored at all times by Orlando Special Effects approved staff, no storage is need. The site plan shows the Display site and indicate a 210 feet radius fall out circle in accordance with NFPA 1123 requirements for up to 3" shells. The Technicians will have 2 x 2A (water) Fire-extinguishers. The display will be controlled electronically. The audience will be contained in the area surrounding the club house by Venetian Bay staff. The area within the the fallout will be protected by our staff and assistants, who will have fire-extinguishers on hand and a fire-watch will be provided.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	PHONE (A/C, No, Ext): 415-475-4300 FAX (A/C, No): 415-475-4303 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Orlando Special Effects, Inc.

12421 Lake Mary Jane Road
Orlando FL 32832

COVERAGES **CERTIFICATE NUMBER:** BL-004248 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		PY/25-0017	03/07/2025	03/07/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,000,000 $ $50,000 $ $ $ $2,000,000 $ INCLUDED
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Venetian Bay Golf and Country Club; City of New Smyrna Beach; City of New Smyrna Beach Fire and Rescue as regards permits only are Additional Insured as respects the SPFX and Class C (1.4g) fireworks display(s) on 07/05/2025 located at Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, FL 32168 . This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER

Venetian Bay Golf and Country Club

63 Airport Road
New Smyna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Etter

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POLICY NUMBER: PY/25-0017 **PYROTECHNIC LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters" This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Venetian Bay Golf and Country Club; City of New Smyrna Beach; City of New Smyrna Beach Fire and Rescue as regards permits only

63 Airport Road, New Smyna Beach, FL 32168

07/05/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

(i) **Personal Injury** and **Advertising Injury** Liability;

(ii) Fire Legal Liability;

(iii) Employee Benefits Liability;

(iv) **Bodily Injury** or **Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;

(v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.

(vi) **Products-Completed Operations Hazards;**

(vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.

(viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

PY AI 006 6-14

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

New Smyrna Beach Fire Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Orlando Special Effects, Inc.

Name of Requester: Kristie Hicks **Phone #:** (407)648-1867
Email: office@orlandospfx.com

Business Address: 12421 Lake Mary Jane Road, Orlando, Florida. 32168

Billing Address (If different than business address): _____
Type of Event: _____

Number of Units Required to be determined by the Fire Department during Special Event application meeting.

1 Unit(s) **12 Personnel**

Exact location of Event: Venetian Bay Golf and Country Club, 63 Airport Road, New Smyrna Beach, Florida, 32168
Date(s): 7/5/2025 and 12/31/2025
Time(s): 8pm

Contact Person at Event: Isaac Navarrate **Phone:** (321)213-7467
Emergency Phone Number: (407)421-2168

Payment Rate: $50.00 per hour, per person, with a 4-hour minimum per person. Cancellation must be made orally or in writing to the following person: Ken Gaines at 386-402-0200 or Fire Administration at 386 402-8125. Customers will be billed by the Finance Department following the event. A twenty-four (24) hour advance notice is required to cancel this request or the customer will be billed the four (4) hour minimum per personnel requested.

Rates are subject to change at the discretion of the New Smyrna Beach Fire Department.

I have read this Special Detail Contract and shall abide by its terms. I request the special detail unit(s) as described above. ***(Electronic signature acceptable)***

_____ **This** 6th **Day of** May **20** 25,
(Signature)

Owner/President - Orlando Special Effects, Inc.
(Title)

Accepted by the City of New Smyrna Beach: David R Wiebe Fire Marshal **Date:** 5-20-25

If You Prefer, Fax Signed & Completed Form to (386) 402-8126

02/14/2019

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: Venetian Bay Golf and Country Club/ 7/5/2025 and 12/31/2025

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevention Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

[signature]	6/5/2025
Applicant Print and Sign	Date
Donald R Weiler Fire Marshal	5-20-25
Fire Chief/Designee	Date

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE CONTINUOUS NSB CARS AND COFFEE EVENT, TO BE HELD ON THE 3RD SATURDAY OF EACH MONTH STARTING ON JUNE 21, 2025 THROUGH APRIL 18, 2026.

May 27, 2025

Background:

A gathering for car enthusiasts, meeting the 3rd Saturday of each month (weather permitting) starting on June 21, 2025 until April 18, 2026, at 1700 Canal Street (privately owned). The event will begin at 8:30am and continue until 10:30am with event cleanup fully completed by 11:00am. The event will have a DJ starting at 8:30am until 10:30am. There will be a 10' x 10' tent use. Public restroom facilities will be available inside the plaza businesses.

Findings:

Staff recommends the approval of the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of each month starting on June 21, 2025 through April 18, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Continuous Event Permit Fee: $536.70

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

NSB Cars & Coffee Continuous Evnt April 2025-June 2026.pdf
NSB Cars and Coffee Maps and Restroom Letter.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: NSB Cars + Coffee

Event Date: Begins May 17, 2025

Contact Information: Debbie Zorge

Brief Event Description: Car Enthusiasts monthly meet up, 3rd Saturday of every month, next to Wawa parking lot

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	5/7/25
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	5/6/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/6/25
	Fire Department	386-402-7631	slane@cityofnsb.com	5/6/25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	5/6/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	5/6/2025
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	5/6/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Building Department - Continuous permit
LS - Continuous No Fee

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 5-13-25

Road Closures:

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 21127950
Submission Date/Time: 04/18/2025 at 5:53 pm
Form Status: New
Patron Email Address: petesshell@msn.com
Name: Debbie Zorge

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

NSB Cars & Coffee

Name of Producer and/or Promoter

Deborah and Pete Zorge

Type of Organization

Non-Profit

Address

732 S. Glencoe Rd

City

New Smyrna Beach

State

FL

Zip Code

32168

Work Phone

(386)424-3031

Home Phone

(386)689-5781

Fax

na

Special Event Application

Website

na

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

3rd Saturday of every month

Location of Event

1700 Canal St (next to Wawa parking lot)

Description of Event

Gathering for Car Enthusiasts once a month

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

05/17/2025

Event Start Time:

08:30 am

Special Event Application

Event End Time:

10:30 am

Set Up Start Time:

07:30 am

Setup End Time:

08:15 am

Breakdown Start Time:

10:30 am

Breakdown End Time:

11:00 am

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Facebook, word of mouth

Anticipated number of attendees?

100

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

The third Saturday of every month for 8 years

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

DJ - Cruisin Central Fl - volunteer

Will you be using a sound system?

No

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Type of System:

Sound Start Time:

08:30 am

Sound End Time:

10:30 am

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

No

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

3866895781

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

No

How many signs and what dimensions?

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

10 x 10 canopy under the tree

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

FL

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

Access to C's Waffles and Wawa facilities

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Never needed security, however we have a number of retired police and fire/emt that attend

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name & Phone Number (1):

Deborah Zorge 386-689-5781

Contact Name & Phone Number (2):

Pete Zorge 386-689-5426

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Deborah Zorge

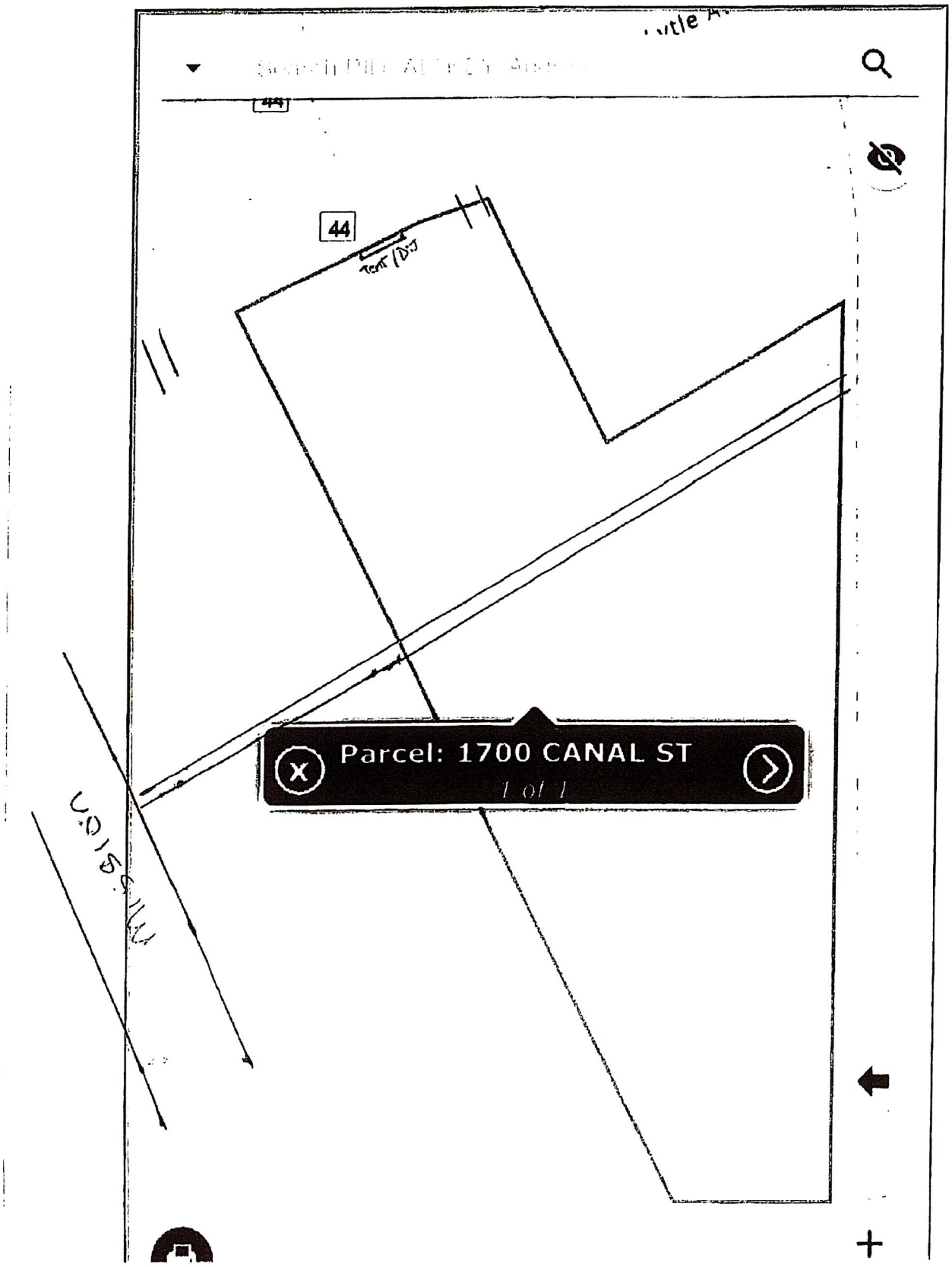
Date:

04/18/2025

Google Maps 1700 Canal St



Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 Google 50 ft


44
Parcel: 1700 CANAL ST
1 of 1

WAFFLES
"American True House of Waffles"
1700 SR 44, New Smyrna Beach, FL, 32168
(386) 410 - 6301

TO WHOM IT MAY CONCERN:

We are writing this letter to inform you that we gladly have authorized the event:

"NSB Cars and Coffee"

to use our restroom facilities during the two hours the event takes place.

If you need any further information, please, do not hesitate to contact me.

Respectfully,

Marisol Cotelesse
Owner/Manager
(386) 314-1540

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER APPROVAL OF THE FIRST SATURDAY ON CANAL STREET EVENTS FOR 2025-2026, EVENTS WILL BE HELD ON THE FIRST SATURDAY OF EACH MONTH STARTING ON JULY 5, 2025 THROUGH MAY 2, 2026.

May 27, 2025

Background:

NSB Main Street Inc. d/b/a Canal Street Historical District requests approval of the monthly First Saturday on Canal Street Events from July 5, 2025 through May 2, 2026. Each event will start at 9:00am and end at 6:00pm, with set-up beginning at 7:30am. Art stroll breakdown will be completed by 6:15pm. Each event will be on the Canal Street sidewalks starting at US 1 proceeding eastbound ending at Riverside Drive. On Canal Street there may be obstruction of the sidewalks, but the CSHD has been advised they are required to meet ADA compliance. All streets are open to vehicle traffic during each event. The event will include an art/artisan stroll, gallery walk and a sip & stroll. There will be entertainment such as a musician in Christmas Park between 11am-3pm during each event. There will be 10' x 10' tents set up on the Canal Street sidewalks between US 1 and Riverside Drive. The event will not allow the sale or consumption of alcoholic beverages on Canal Street or on any City Right of Way. A continuous Building Department Event Permit will be required.

Findings:

Staff recommends the approval of the First Saturday on Canal Street Events for 2025-2026, events will be held on the first Saturday of each month starting on July 5, 2025 through May 2, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Department Continuous Fee: $536.70

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

First Saturday on Canal July 2025 - May 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: First Saturday on Canal

Event Date: First Saturday Monthly ~~June~~ July 2025 to May 2026

Contact Information: Lillian Conrad

Brief Event Description: Art/Artisan Stroll, Sip + Stroll + Gallery Walk

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	5/21/25
John Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	5/21/25
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	5/20/25
	Fire Department	386-402-7631	slane@cityofnsb.com	5/20/25
Sgt. W. Helms	Police Department	386-424-2297	whelms@cityofnsb.com	05/20/25
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	5/20/25
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	5/20/25

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Bldg Dept - Continuous Event Permit
No LS Fee

Banner Request: Yes ☐ No ☑ **Entered into RecTrac** _____ **Agenda Item Complete** 5/27/25

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **City Event?** Yes ☐ No ☑

3008

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: First Saturday Events on Canal

1.2 Name of Producer and/or Promoter: NSB Mainstreet, Inc., DBA Canal Street Historic District Assn ("CSHD")

1.3 Type of Organization ☒ Non-Profit ☐ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Lillian Conrad

1.5 Address: c/o Conrad Consulting Corp 305 Magnolia Suite N

City: New Smyrna Beach State: FL Zip Code: 32168

1.6 Work Phone: 386-409-7881 Home Phone: _____ Fax: 386-847-8506

Email: cshg.project.mgr@gamil.com Website: canalsstreetnsb.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: _____ Address: _____

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: First Saturday each month ~~June~~ July -May 2026

3.2 Location of Event: Canal Street between Riverside and U S 1 - no street closure

3.3 Description of Event: Art/Artisan Stroll, Sip and Stroll and Gallery Walk.

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☐ Location of Port-o-Lets (if any)

☐ Dumpsters and/ or Trash Cans ☐ Number and Location of Vendor Display Areas Venue/ Stage (if any) ■ Tents ☐ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ■ Yes ☐ No

Will an admission fee be charged prior to the event? ■ Yes ☐ No

Will fees be collected on-site before/ during event? ■ Yes ☐ No

3.7 Event time: Date:* _____ Start: ~~7:00~~ 9:00 a.m./ p.m. End: ~~7:00~~ 6:00 a.m./ p.m. * FIRST SATURDAY MONTHLY

Set-up: Date:* _____ Start 7:30 a.m./ p.m. End: 8:00 a.m./ p.m.

Breakdown: Date:* _____ Start: ~~5:00~~ 5:00 a.m./ p.m. End ~~5:10~~ 5:15 a.m./ p.m. Art Stroll

Rain date: Date: n/a Start: _____ a.m./ p.m. End _____ a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?

_____ Anticipated number of attendees: _____

3.8 Have you held this event in the City of New Smyrna Beach previously? ■ Yes ☐ No

If yes, previous date(s): 2015-2025 Location(s): Same

Have you held this event in another City? ■ No ☐ Yes If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☐ Yes ■ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ■ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ■ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ■ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

music in park - various

4.2 Will you be using a sound system? ☐ Yes ■ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor:_____ Type of System:_____

4.4 Sound Time: Start: 11 a.m./ p.m. End: 3 a.m./ p.m. Christmas Park

4.5 Will there be carnival games and/or rides? ☐ Yes ■ No If yes, please describe the types of games and/or rides_____

4.6 Name of Contractor: _____

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company:_____ Policy Number:_____

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ■ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date:_____ Start:_____ a.m./p.m. End:_____ a.m./p.m.

5.4 Location of Special Effects: _____

5.5 Effects Producer/ Company Name: _____

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: Philadelphia Policy Number: PHPK 2610434-008

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ■ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ■ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? 25

7.3 Type of vending (including number of each):

☐ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

■ Other (describe) art

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☐ Yes ■ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

_____

_____

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☐ Yes ■ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: _____

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ☐ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? ■ Local ■ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ■ Newspaper ■ Radio ☐ Television ■ Internet

☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: 386-409-7881

11 **SIGNS:**

11.1 Will you be using signs at your event? ■ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? standard sandwich board, yard directional signs

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ No ■ Yes, complete below.

☐ Stages ■ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☐ Barricades ☐ Cones

☐ Other _____

12.2 How many tents exceeding 120 square feet or greater? none

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. 10x10 on sidewalks

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☐ Yes ■ No

13.2 Will there be any road closures? ■ No ☐ Yes, Road Name: _____

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☐Yes ☐No

13.5 Will the event have on-site parking? ☐ Yes ☐ No

13.6 Will the event require off-site parking? ☐ Yes ☐ No

13.7 Will a shuttle be used to transport people to the off-site parking area?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? 0

14.3 The location of the Port-O-Lets must be included on the site plan.
RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? none

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.

There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Lillian Conrad

Printed Name: Lillian Conrad

Date: 5/20/2025 Title of Applicant: Project Manager Affiliation: NSB Mainstreet, Inc

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Lillian Conrad	813-787-8662	all
Afine Casey	407-721-5865	7:3--3:30

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name First Saturday (includes Sip and Stroll, Gallery Walk, Art Stroll

Event Date Monthly First Saturday Dates Requested First Saturday Monthly

Organization NSB Mainstreet, Inc. (Canal Street Historic District - CSHD)

Contact Name Lillian Conrad

Email Address cshd.project.mgr@gmail.com

Contact Phone/Day 386-409-7881 Evening 813-787-8662

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Lillian Conrad Date 5/20/2025

Signature Lillian Conrad

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: First Saturday Monthly

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevent ion Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

Lillian Conrad Lillian Conrad
Applicant Print and Sign

5/20/2025
Date

Fire Marshal
Fire Chief/Designee

5-20-25
Date

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO REVIEW AND CONSIDER THE APPROVAL OF A SPECIAL EXCEPTION TO ALLOW A BOAT AND RV STORAGE FACILITY TO OPERATE IN THE B-3 ZONING DISTRICT, LOCATED AT 666 DORA STREET.

May 27, 2025

Background:

A. Applicant: Jennifer Cornelius, 307 Columbus Avenue, New Smyrna Beach, FL 32169
B. Property Owner: NSB Boat and RV Storage, LLC , 307 Columbus Avenue, New Smyrna Beach, FL 32169
C. Request: Special Exception approval to allow a boat and RV storage facility to operate in the B-3 zoning district
D. Site Information: The parcel is zoned B-3, Highway Service Business District and is located on the west side of Dora Street, with Pecan Street to the west, Wayne Avenue to the north, and Vineyard Lane to the south.
E. Exhibits:
1. Attachment A (new to revised staff report)
Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Pictures
Exhibit D: Original Site Plan

Findings:

The City Commission moved to continue this Special Exception case to the May 27, 2025 meeting during their regularly scheduled May 13, 2025 meeting. This continuation was to provide the applicant time to develop a proposal that the Development Services Department and City Commission could find acceptable, as their original proposal did not meet the Special Exception requirements or the standard B-3 Highway Service Business District regulations.

The Special Exception requirements to operate a boat and RV storage facility in the B-3 zoning district requires the storage area to be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open. Other requirements are standard for all businesses in the B-3 zoning district. These include:

Landscape Buffer:

(1) **Front** property lines: **Five feet**

(2) **Side (**not adjacent to residentially-zoned properties): **Three feet** (**NOTE:** There is a residential *use*, not a residentially zoned property, next door. If the neighboring property was zoned residential, the side buffer would be required to be twenty feet wide).

Because of this 5-foot and 3-foot landscape buffer requirement from the front and side property lines, the six foot high fence, with the bottom four feet being solid and the top two feet being open, would have to be located *behind* the landscape buffer, as the intent is to provide an attractive appearance while shielding the boats and RVs largely from view. That being said, the two separate fence permits were applied for and granted with the fences being located on the property lines. Please see **Attachment A** for a copy of the permit and fence exhibit indicating the location of the fence.

The applications included surveys that showed the structures still located on the lot, with the applicant being contractors, not the property owners. Fences *are* allowed on the property line for residential uses in this zoning district, and on vacant properties. Also, the only use in the B-3 zoning district that requires a fence is a boat and RV storage facility. With both permits being applied for with no indication that the proposed use was a boat and RV facility, the reviewer would have no reason to question what was proposed, as fences *can* be located on the property line if there is still a residence on the site, or the property is vacant. While it would have been ideal if the fences were constructed where they are required to be located for a boat and RV storage facility, they were not. In this instance, the property was vacant, but the survey provided to the Building Department showed the former house still on the parcel, thus the fences were permitted correctly.

As part of the demolition process, the property owners met with New Smyrna Beach Utilities (NSBU) and told them their plan to operate a boat and RV storage facility on the parcel. As NSBU is a member of the City's pre-application meeting team, they were aware that when opening a new business in town, there are certain requirements that are going to need to be met, besides merely razing a house and parking boats and RVs on the lot. At that ensuing pre-application meeting, the property owners were informed that the fence that was approved is not in the correct location for the use that they proposed.

Thus what is required is a 5-foot landscape buffer along the front (east and west) property lines with a 6-foot tall fence, the bottom four feet being solid and the top two feet being open, meaning latticed or some other type of fencing that can be seen through. There are visibility triangle requirements that limit the height of a fence and vegetation along bother front property lines so the residents of the adjacent houses can see what is coming down the road. Along the sides, outside the visibility triangle, is a 3-foot wide landscape buffer and the same type of fencing noted above.

Per the property owner:

We are willing to plant the suggested plants either on the inside or the outside of the east and west fences, whichever is preferred by the city. We will fund that and will commit to keeping them irrigated and alive. For the side (north & south) fences I think it would be best to replace those with the vinyl fencing that we originally submitted to the city but were denied to put up. The Mayor suggested that he thought the city should be responsible for the cost of this and we agree with him. We are not in a financial position to fund any additional changes to the fence.

Development Services indicated this was a proposal that would not be supported. They countered with adding metal slats in the fencing four feet in height to meet the Special Exception requirement, but not to move the fence.

To recap:

1. The property owner proposes to plant the landscape buffer on the east and west property lines (Dora Street and Pecan Street), as required per the B-3 zoning district regulations, but not to move the fence 5 feet from the property line as required per Special Exception requirements. Also, the vegetation is required to be outside the fence and on the property, which is not possible given the location of the fence.

2. The property owner proposes to *not* plant the 3 foot wide landscape buffer along the north and south property lines, a length of 170 along each property line, as required for all businesses in the B-3 zoning district. They propose to add metal slats in the fence to meet the Special Exception fence requirement.

3. The property owner would also be willing to have the existing fence replaced along the north and south property line with a fence that conforms to the Special Exception requirements, but to not move the fence in 3 feet from the property line, as required by the B-3 zoning district regulations, at the City's expense.

Recommendation: 5/27/2025

Staff can recommend **approval** if the following conditions are met:

1. Plant the 5 foot landscape buffer along the entirety of the east property line, inside the

fence, outside the visibility triangle.
2. Plant the 5 foot landscape buffer along the western property line, not obstructing the gate, outside the visibility triangle.
3. Require the property owner to include the slats either at the minimum 4 foot height, or the entire 6 foot height outside the visibility triangle along the north and south property lines.
4. Meet all the other requirements of site plan approval, including storm water management per the Engineering Department's requirements.

The remainder of the staff report below is unchanged from the original meeting date.

The Planning and Zoning Board voted 4-1 (two members were absent) to recommend the City Commission approve the Special Exception application at their March 3, 2025 meeting. At this point in time, what is requested to be approved is the boat and RV storage *use*; there will still be a site plan review and approval process that will require a landscape plan and stormwater requirements to be met.

One issue that is not proposed to be met by the applicant is a requirement of the B-3 zoning district regarding fencing around a boat and RV storage facility. The applicant has already installed a fence around the parcel that does *not* meet the minimum requirements. Boat and RV storage facilities are required to have a "fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." The fence is "open" for the entirety of its 6' of height, thus there is no buffer between the business and the adjacent residential units. The applicant proposes a landscape buffer in lieu of the fence, as detailed below.

The remainder of the staff report is the same as the Planning and Zoning Board reviewed, with the difference being that recommendation has been altered to only address the fence/buffer issue.

Two phone calls have been received from people on the street opposed to the Special Exception. One received a notification of the meeting, and another was further down the street but heard about the Special Exception request from another person that received a notification. The former's concern was mainly opposed boats potentially being pulled in and out of the lot at all hours, and the other expressed concern about the potential for fires in the boats that close to people's residences.

A. The applicant purchased 666 Dora Street in April, 2024. The property had a house on it with several accessory structures, which all but one shed have been torn down. To the

north and south are properties with single-family houses. This area is zoned B-3 Highway Service Business District, which does not include single-family homes as a permitted use, thus all of the remaining single-family homes in the zoning district are now non-conforming uses, which means that they are permitted to remain on the property but could not be rebuilt as a residential use if removed voluntarily.

B. The parcel is 100' X 170', 17,000 square, or 0.39 acres. The intent of the B-3 zoning district is "intended for application along highways carrying large volumes of traffic where establishments may locate to serve large sections of the city and the persons traveling in vehicles." Dora Street is one block west of US 1. To the west is Pecan Street, which is directly across from the railroad tracks.

C. The applicant applied for a permit to put a solid, 6.0’ tall fence around the perimeter of the lot. The City’s Land Development Regulations do not allow solid fences to be built directly along front property line, as it obstructs the “visibility triangle,” essentially a zone that requires site lines to not be blocked by an obstruction such as a shrub or a solid fence. As there are private residences to the north and south, a solid fence would block their view of traffic-either vehicular or pedestrian- going down the street. Instead of erecting a fence that allowed visibility near the front property lines, the applicant put in fencing 6.0’-tall rail fencing around the whole lot, at the property line.

D. Unfortunately, per the Special Exception requirements to allow outdoor storage in the B-3 zoning district, “outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas *will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open*.” As noted above, the property does not have a fence that is solid for the first 4.0’ of height, with the top two feet open. There is a vertical rail fence along the perimeter of the property, thus this requirement is not currently met. Please see **Exhibit C** for pictures of the parcel.

E. In an effort to comply with the intent of the Special Exception requirement for fencing, the applicant proposes to add landscaping on the inside of the fence. The proposed plant is Clusia, which forms a solid hedge and will grow more than 4.0' tall. In the visibility triangle, the vegetation cannot exceed 3.0' in height, to not obstruct lines of sight. In addition to the current lack of required buffer for the neighbors. A 5.0'-wide buffer is required along the front property lines. Further, the parcel is 17,000 square feet in size. The LDR requires parcels to have at least 1 tree per every 2,500 square feet.

There are currently no trees on the parcel. Planting 7 trees is a recommended condition of approval.

F. Another issue that will have to be addressed at site plan will be a stormwater plan, reviewed and approved by the City's engineering department. This too is a recommended condition of approval.

G. The proposed site plan is included as **Exhibit D**. There is a roll gate along Pecan Street, which will facilitate traffic further from the adjacent houses along Dora Street.

H. In addition to the fence requirement in the Special Exception requirements, there are three criteria that must be met for all Special Exceptions. These include:

a. The requested use is listed among the special exceptions in the district for which application is made;

b. The requested use will not impair the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare; and

c. Adequate utilities, access roads, drainage, sanitation, and/or other necessary services and facilities are, or will be, available or provided for the proposed use.

I. The proposed use meets items a. and c., the second criteria, regarding impairing the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare is debatable. Currently, the parcel is devoid of trees, has no stormwater system, and does not have the necessary fencing so adjacent houses to buffer the moving of boats and RVs in close proximity to private residences.

Recommendation from 4/8/2025. NOTE: New Recommendation included above.

As noted above, the fence that is in place *does not* meet the Special Exception requirements, as the "outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open. A fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." There is also a 3' buffer requirement on the sides, but the fence is built to the property lines, therefore the landscape buffer, which is proposed to be inside the fence, in lieu of installing the required fencing, will be inside the fence, instead of outside of a fence that is solid for the first 4' of height.

Staff can recommend approval of the project provided one of two modifications to the

site plan are met prior to the business beginning to operate. These include either developing a landscape plan that includes a vegetative buffer (with irrigation) at least 4' in height when planted (with irrigation), or add a 4' tall fence outside the visibility triangles along Dora and Pecan Street, in conformance with the B-3 requirement for boat and RV storage facilities.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Attachment A Permits.pdf
Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Pictures .pdf
Exhibit D 666 Dora St. Site Plan.pdf

City of New Smyrna Beach
214 Sams Ave

Permit

Permit NO.: **ENG-00600-2024** *Permit IVR Number:* **29108**
Permit Type: **Engineering**
Work Classification: **Fence-Non-Residential**
Permit Status: **Issued**
Issue Date: 09/09/2024
Expiration: 09/09/2025

Location Address	Parcel Number
666 DORA ST, NEW SMYRNA BEACH, FL 32168	**744103000910**

Contacts

JENNIFER & CLINTON CORNELIUS — **Owner**
307 COLUMBUS AVE, NEW SMYRNA BEACH, FL 32169
(480)993-7324 JENCORNELIUS01@GMAIL.COM

CHAD HOWARD — **Applicant**
4007 budd rd, New smyrna beach, FL 32168
(386)547-9852 nsbwelding@gmail.com

CHAD HOWARD — **Specialty Contractor**
4007 budd rd, New smyrna beach, FL 32168
(386)547-9852 nsbwelding@gmail.com

Description: Aluminum Perimeter Fence with Aluminum V-Track Rolling Gate

Valuation:	**$28,000.00**
Total Sq Feet:	**1,200.00**

Inspection Requests:
IVR Phone Number 386-410-2860 or Citizen Self Service

Fees	Amount
Building Permit Fee (Commercial)	$346.93
NSB Certificate of Completion	$31.92
Plan Review Fee	$346.93
Total:	**$725.78**

Payments	Amt Paid
Total Fees	**$725.78**
Credit Card	$378.85
Credit Card	$346.93
Amount Due:	**$0.00**

Inspections:	
Inspection Type	
Building Final	180
Fire Final	790

Must be posted at all times. Permit expires after 180 days if no passing inspection.

Issued By: Dawn Whitaker — September 09, 2024
Date

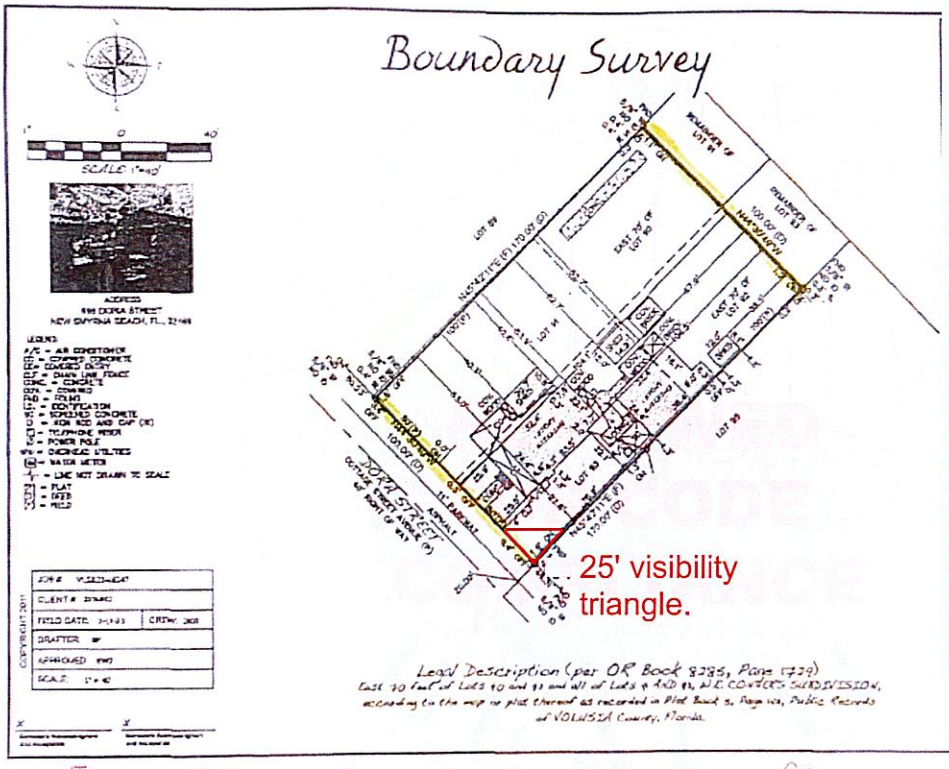
Gary Wisniewski

Building Official - Gary Wisniewski — Date

Applicant — Date

ZONING APPROVED
MINDY BODIEN
09/05/2024 10:58:25 AM

Fence/wall height. The vertical distance measured from the finished grade of the property located immediately outside of the fence. In case a fence is located in a yard setback or on a property line, the height will be measured from the existing (unaltered) finished grade of the neighboring parcel or lot. Property with elevations varying greater than 1 foot vertical, measured height is relative to finish grade in immediate area. Ord. # 56-16.
Fence Side: All solid fences that have a structural component such as cross bracing tension rods, support members etc. as part of the fence structure, the structural component must face inward to the applicant's property.
The contractor is responsible for ensuring the fence is completely within the property lines and shall provide verification by means of accurate measurements and dimensions with a 2 inch margin of error. The city inspector will only verify dimensions and measurements provided by the contractor as shown on city approved plans.
PLEASE BE AWARE THAT IT WILL BE AT THE HOMEOWNER'S EXPENSE IF WORK IS NEEDED TO BE PERFORMED IN THE DRAINAGE & UTILITY EASEMENTS.



Fence Height: 69"

Material - Fence: 3x4" Pickets Gate 3/4 pickets
Aluminum 2x2 Post 2x3 Square Tube
2x1 Channel 2x1 Channel

V-Track Roll System

APPROVED
Steven R. Lane
New Smyrna Beach Fire Marshal
09/27/2024 11:32:34 AM

City of New Smyrna Beach
214 Sams Ave

Permit

Permit NO.: **ENG-00714-2024** *Permit IVR Number:* **30071**
Permit Type: **Engineering**
Work Classification: **Fence-Non-Residential**
Permit Status: **Issued**

Issue Date: 10/25/2024 **Expiration: 10/25/2025**

Location Address	Parcel Number
666 DORA ST, NEW SMYRNA BEACH, FL 32168	744103000910

Contacts

NSB BOAT & RV STORAGE LLC **Owner** 307 COLUMBUS AVE, NEW SMYRNA BEACH, FL 32169	JEFFREY TINNON **Applicant** 1725 S. Nova Rd, Daytona, FL 32119 (386)256-1812 daytonapermitting@fenceoutletonline.com
JEFFREY TINNON **Contractor** 1725 S. Nova Rd, Daytona, FL 32119 (386)256-1812 daytonapermitting@fenceoutletonline.com	

Description: INSTALL 340 FT PVC FENCE

Valuation: $7,744.00
Total Sq Feet: 340.00

Inspection Requests:
IVR Phone Number 386-410-2860 or Citizen Self Service

Fees	Amount
Building Permit Fee (Commercial)	$189.23
NSB Certificate of Completion	$31.92
Plan Review Fee	$147.86
Total:	**$369.01**

Payments	Amt Paid
Total Fees	**$369.01**
Credit Card	$221.15
Credit Card	$147.86
Amount Due:	**$0.00**

Inspections:	
Inspection Type	
Building Final	180
Fire Final	790

Must be posted at all times. Permit expires after 180 days if no passing inspection.

Issued By: Lauren Gawel — October 25, 2024
Date

Gary Wisniewski

Building Official - Gary Wisniewski — Date

Applicant — Date

3028

Fence/wall height. The vertical distance measured from the finished grade of the property located immediately outside of the fence. In case a fence is located in a yard setback or on a property line, the height will be measured from the existing (unaltered) finished grade of the neighboring parcel or lot. Property with elevations varying greater than 1 foot vertical, measured height is relative to finish grade in immediate area. Ord. # 56-16.

Fence Side: All solid fences that have a structural component such as cross bracing tension rods, support members etc. as part of the fence structure, the structural component must face inward to the applicant's property.

The contractor is responsible for ensuring the fence is completely within the property lines and shall provide verification by



ADDRESS
608 DORA STREET
NEW SMYRNA BEACH FL 32168

LEGEND:
A/C = AIR CONDITIONER
CC = COVERED CONCRETE
CE = COVERED ENTRY
CLF = CHAIN LINK FENCE
CONC. = CONCRETE
COV. = COVERED
FND = FOUND
I.D. = IDENTIFICATION
SC = SCREENED CONCRETE
O = IRON ROD AND CAP (IR)
= TELEPHONE RISER
= POWER POLE
= OVERHEAD UTILITIES
= WATER METER
= LINE NOT DRAWN TO SCALE
(P) = PLAT
(D) = DEED
(F) = FIELD

JOB #	
CLIENT #	
FIELD DATE 7.17.21	CREW 2600
DRAFTER	
APPROVED EWD	
SCALE 1" = 40'	

COPYRIGHT 2021

X
X

6H black chain llr

170ft

N45°47'11"E (F) 170.00' (D)

100.00' (D)
N44°30'49"W

N44°30'49"W
100.00' (D)

DORA STREET

N45°47'11"E (F)
170.00' (D)

170ft

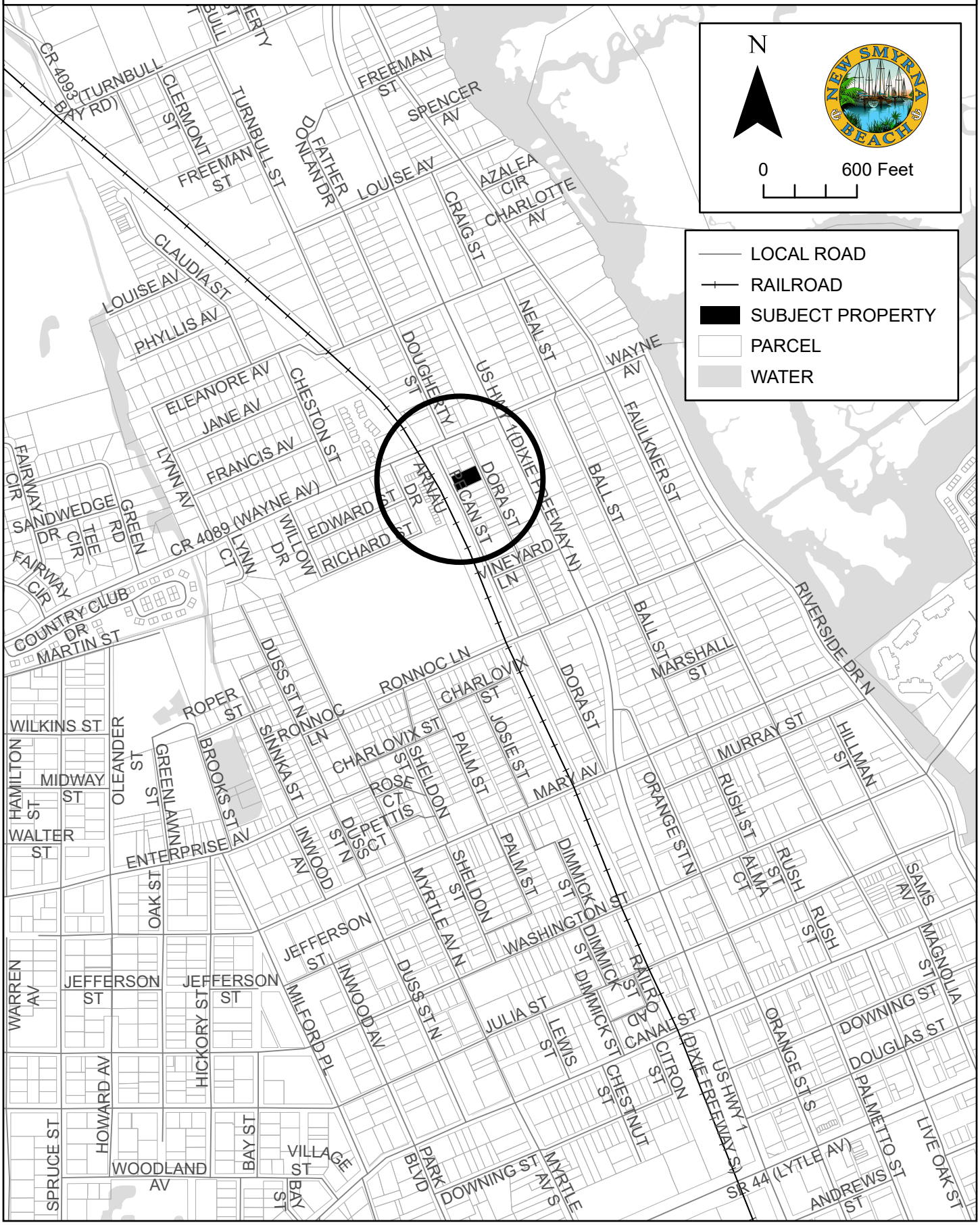
25' visibility triangle

ZONING APPROVED
MINDY BODIEN
10/21/2024 9:57:26 AM

APPROVED
Steven R. Lane
New Smyrna Beach Fire Marshal
10/23/2024 9:43:00 AM

The neighbor must be able to see coming out of the driveway. 804.01 Visibility on Corner, Commercial and Industrial Lots A. No plant, tree, shrubbery, or any other obstruction, shall be placed, planted, or allowed, to grow in a manner that materially impedes vision over a height of three (3) feet above the centerline grade of the nearest street within triangular shaped visibility areas described below: (3) Where commercial or industrial zoned property is within twelve (12) feet of any portion of an existing driveway on adjoining property, commence at the point of intersection of the common property line and the street right-of-way line, then measure twenty-five (25) feet along the street right-of-way line that is also the commercial or industrial zoned property line and along the common property line, then connect these points with a line (see illustration 804.01).

SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 LOCATION MAP



SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 AERIAL MAP



Exhibit C



Looking east along south property line



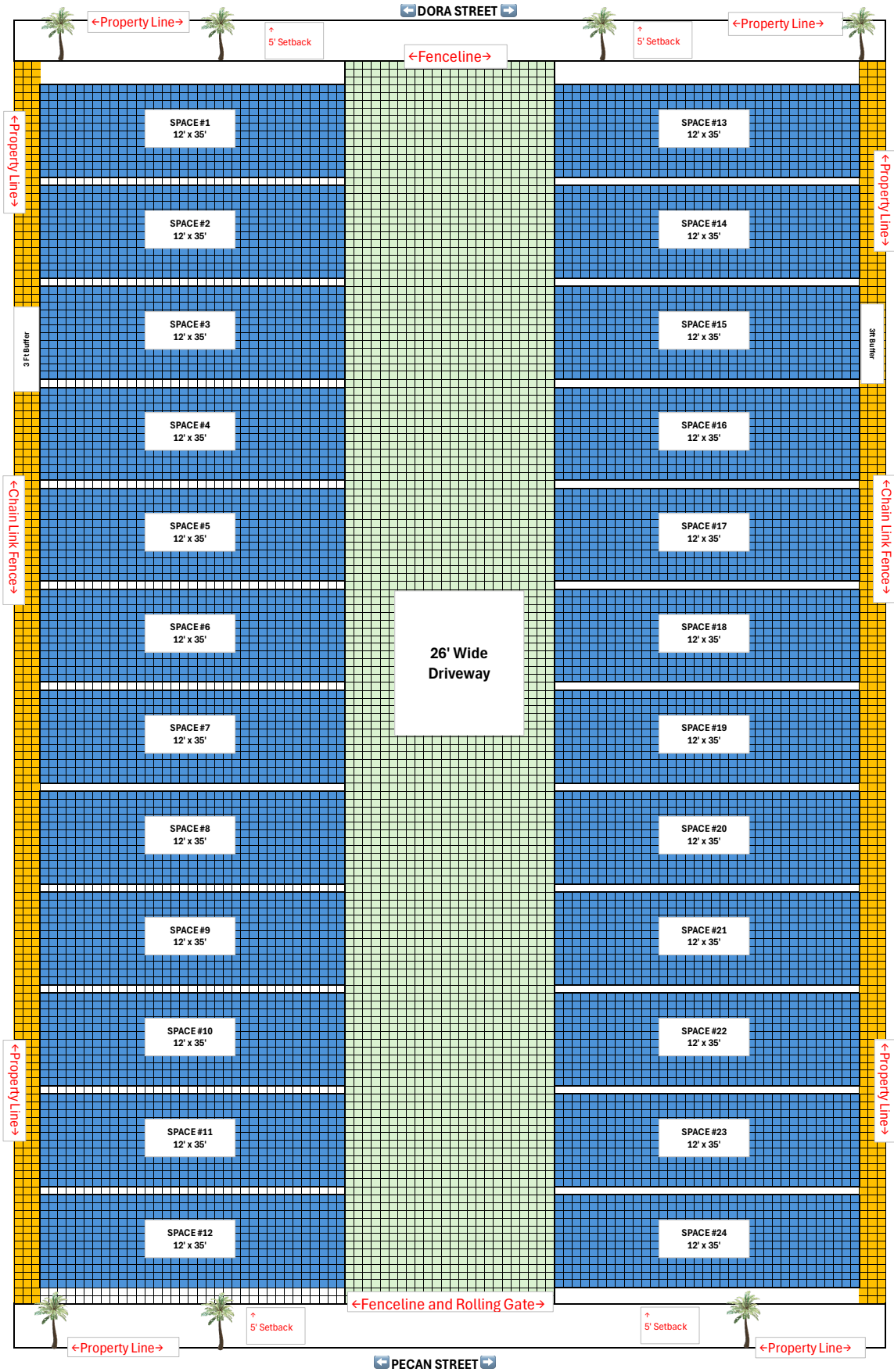


Aerial looking west (12/25/24)

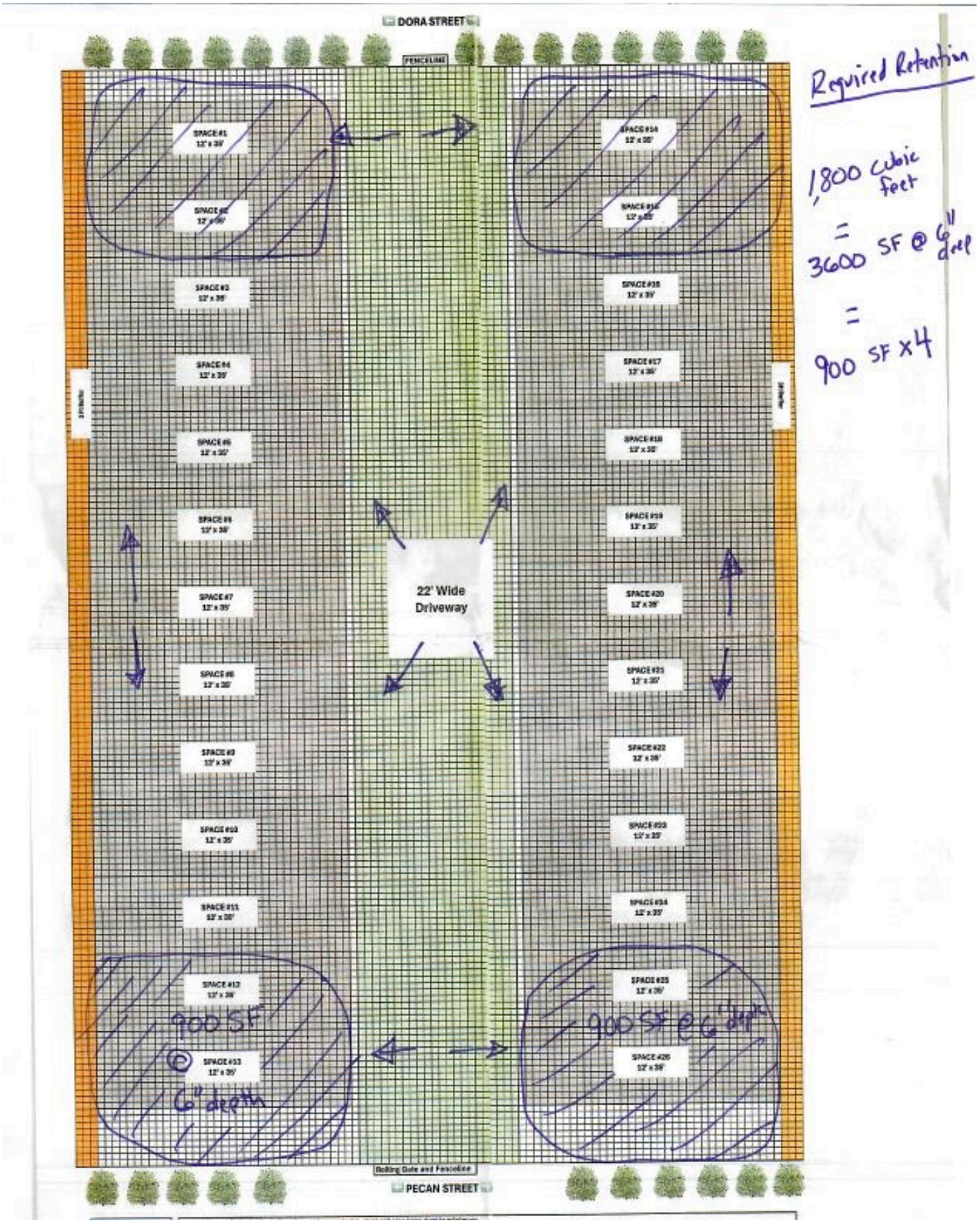


From south side of Dora

666 Dora St - Site Plan



666 Dora St - Stormwater Drainage Plan



Planned Site Use:

We plan to store small boats and trailers only.

Fencing Requirements:

The fencing that was installed on all 4 sides of the lot has been permitted and approved by the City of NSB. Since we have now been told that the fence should be solid the first 4' up we are proposing to add a privacy covering to the existing fence. The weatherproof covering as pictured below is durable and designed to withstand UV rays, intense winds, freezing temperatures, rain and humidity. The top 2 ft of fence on all sides will remain open as required.





THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONDUCT A QUASI-JUDICIAL HEARING OF A PROPOSED SIDEWALK CAFÉ AGREEMENT FOR THE GENERAL PUBLIC HOUSE RESTAURANT LOCATED AT 501 CANAL STREET.

May 27, 2025

Background:

Applicant: Phil Grudzinski, owner of The General Public House, 871 Bluefish Avenue, New Smyrna Beach, Florida 32169.

Property Owner: Richard Rosedale, 411 Quay Assisi, New Smyrna Beach, Florida 32169.

Request: Approval to have 13 seats along an attached bar, add four (4) tables with two (2) chairs per table, two (2) portable propane heaters to an existing restaurant business, within the Canal Street right- of-way at 501 Canal Street.

Subject Area: The subject parcel is zoned MU, Mixed-Use, and is located on the north side of Canal Street at the northwest corner of Canal Street and North Orange Street.

Tax ID #: 7441-37-02-0030

Exhibits Used in this Report:

Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Applicant Request Letter
Exhibit D: Applicant Supplied Photos
Exhibit E: Signed Sidewalk Cafe License Agreement with Amendments
Exhibit F: Liability Insurance Certificate

Findings:

The applicant is requesting approval for a sidewalk café within the Canal Street right-of-way. See applicant request letter attached as **Exhibit C**. The business is currently operating as a restaurant known as The General Public House*. The City's Land Development Regulations* (LDR), under Section 801.14*, states that sidewalk cafes are only permitted as an extension of a restaurant.* Staff is recommending that the proposed outdoor seating be permitted under the *Arts Overlay District,* which allows limited activities outside of the building housing the business. Limited activities are allowed

during business hours and must be located directly in front of the business.

The applicant is requesting approval to allow four (4) tables with two (2) chairs per table, 13 seats associated with a newly constructed attached bar top, and two (2) propane heaters within the Canal Street right-of- way. See attached photos supplied by the applicant as **Exhibit D**. The applicant is required to maintain a continuous 5-foot clear area for pedestrians at the narrowest point between the sidewalk area and the proposed seating area. A copy of the signed Sidewalk Café Agreement and a liability insurance certificate are attached as **Exhibits E & F**.

Per Section 801.14 of the City's Land Development Regulations (LDR), sidewalk cafes may only be approved by the City Commission. This section of the LDR also lists the following minimum criteria that must be met in order for a sidewalk café to be approved (staff's responses provided below in **bold**):

1. Sidewalk cafes shall only be permitted as an accessory use in the MU, Mixed Use, zoning district.

- **The subject property is located in the Mixed Used zoning district. This criterion is met.**

2. The sidewalk café must be an extension of a restaurant permitted in the district.

- **There is a proposed restaurant at this location. This criterion is met.**

3. The sidewalk café is limited to the sidewalk area directly adjacent to the restaurant frontage.

- **According to the site plan provided with the application, the tables, seating, bar seating and propane heaters will be located directly to the business frontage. The proposed four (4) tables and chairs will be placed on the south side of the building adjacent to the curb and have 13 seats located on the south side of the building adjacent to the newly constructed bar top. This criterion is met.**

4. No additional parking is required if the outdoor seating area does not exceed 30% of the restaurant floor area.

- **The restaurant is located within the Arts Overlay District; therefore, no additional parking would be required for the four (4) additional tables and 13 bar seats. This criterion is met.**

5. The license holder shall provide adequate liability coverage for the sidewalk café area. The license holder shall name the City as an additional insured.

- **The applicant has provided a copy of the liability coverage for the sidewalk café area. This criterion is met.**

6. The applicant's proposal must also meet the following design criteria in order to establish a sidewalk café (Staff's responses shown in **Bold**):

a. A minimum clear pedestrian area of five (5) feet must be maintained.

- **The sidewalk along Canal Street measures approximately 12 feet from the building to the edge of the curb. The applicant is proposing to use a six to seven-foot-wide area for the outdoor seating. There is sufficient width to maintain a five (5) foot wide pedestrian area with the proposed layout. This design criterion is met.**

b. If seating area is provided adjacent to the curb, adequate safeguards must be provided to protect patrons from vehicles.

- **The outdoor seating will be placed adjacent to the building and adjacent to the curb. a non-parking striped aera, street light pole, and large palm tree located in proximity of the tables. Canal Street has a reduced speed limit of 20 miles per hour. This design criterion is met.**

c. The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.

- **The applicant would need to delineate the area. The use of portable potted plants as a barrier system has been used by other Sidewalk Cafes. Staff would find the use of potted plants acceptable. The design criterion has been met.**

d. Umbrellas shall be allowed if they are contained within the sidewalk café area.

- **The applicant has proposed umbrellas with this application. The design criterion is met.**

e. Additional signs are limited to one (1) additional sign on an outdoor menu board and the business name or advertising on any umbrellas. The outdoor menu board may be two sided and may not exceed four (4) square feet per side.

- **If the applicant should decide to use a menu board, it will be limited to the size restrictions outlined above. This will be a condition of approval. This design criterion is met.**

f. Outdoor lighting, if provided, must be permanently installed in accordance with City code and be approved as part of the application. The license holder shall take any necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunrise to sunset.

- **There is no proposal for outdoor lighting. This design criterion is met.**

The following operating standards have also been established for outdoor cafes:

1. All food preparation shall be done inside the restaurant, and all food service shall comply with local and State laws.

- **The applicant has a kitchen inside the restaurant. This operating standard is met.**

2. Alcoholic beverages may be served within the license area consistent with any alcoholic beverage license in effect for the restaurant.

- **The applicant will be required to add the sidewalk café area as part of their State of Florida alcohol license. This operating standard is met.**

3. The hours of operation for the sidewalk café cannot exceed the operating hours of the business.

- **The applicant has not requested extended hours of operation for the sidewalk café. This operating standard is met.**

4. Tables, chairs, and other furniture shall be brought inside when the sidewalk café is not in operation.

- **The applicant has proposed mobile tables, chairs, propane heaters and these items will be removed when the cafe is not in operation. The bar top is attached to the wall and sidewalk. The city commission would have to approve this bar top. This operating standard would be met if approved by the City Commission.**

5. The license area shall be kept in a clean condition and the sidewalk area shall be

periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

- **The applicant will keep the sidewalk café area cleaned. This operating standard has been met.**

Approval of the sidewalk café will be conditioned upon compliance with the minimum operating standards (1-5 listed above). Any Approval should also include the bar top attached to the outside of the building.

Recommendation:

The bar top that has been installed to the wall and sidewalk does offer the customer a different experience than other sidewalk cafes that have been approved in the past. Staff recommends **approval** of the request to have a sidewalk café with a mixture of mobile tables, chairs, propane heaters and an affixed bar top, as a "limited activity" within the Arts Overlay District, conditioned on compliance with the minimum required operating standards.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

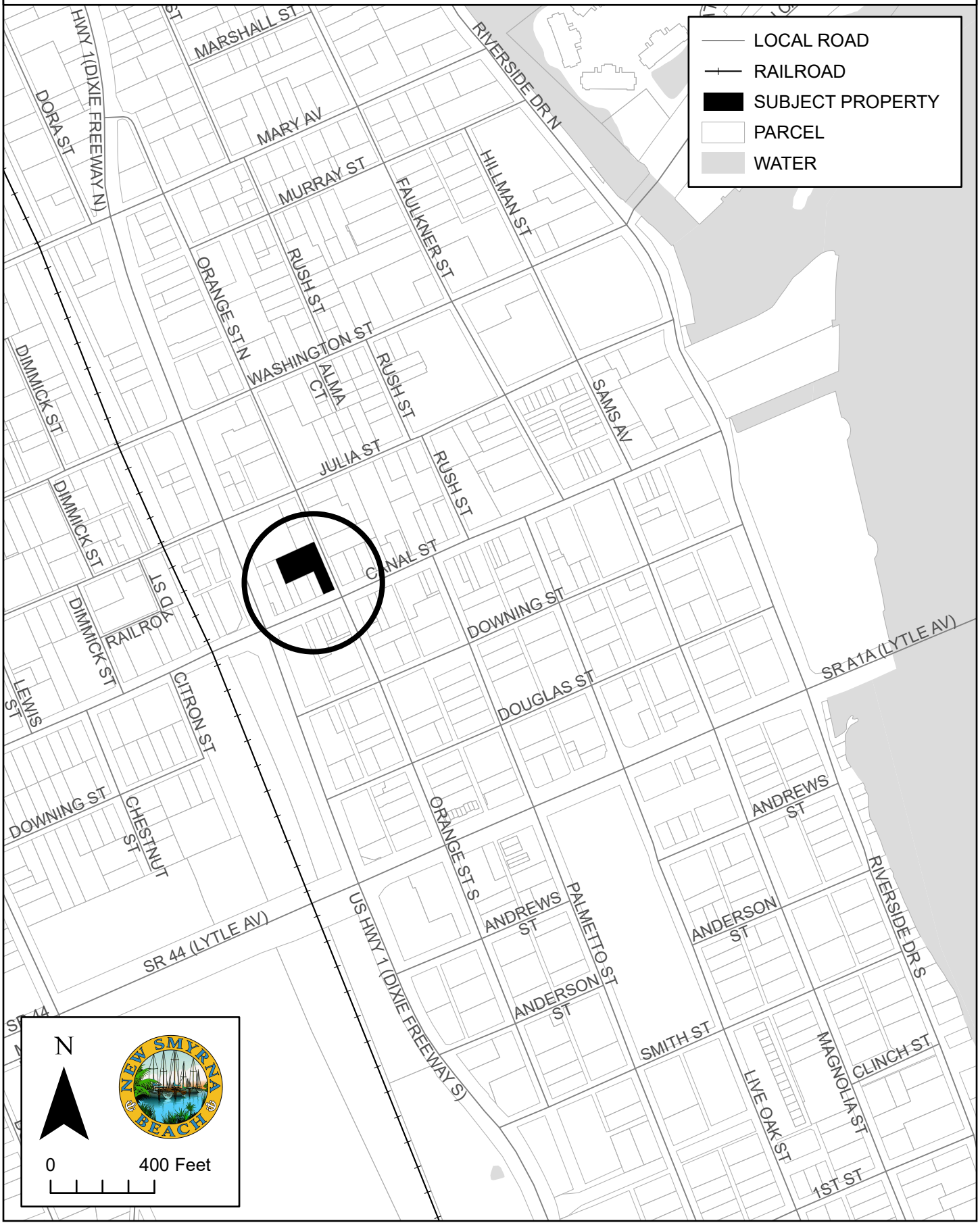
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Applicant Request Letter.pdf
Exhibit D Applicant Supplied Photos.pdf
Exhibit E Sidewalk Cafe Agreement.pdf
Exhibit F Liability Insurance Certificate.pdf

Exhibit A

SC-02-25: 501 CANAL STREET
PARCEL: 7441-37-02-0030 LOCATION MAP



3042

Exhibit B

SC-02-25: 501 CANAL STREET
PARCEL: 7441-37-02-0030 AERIAL MAP

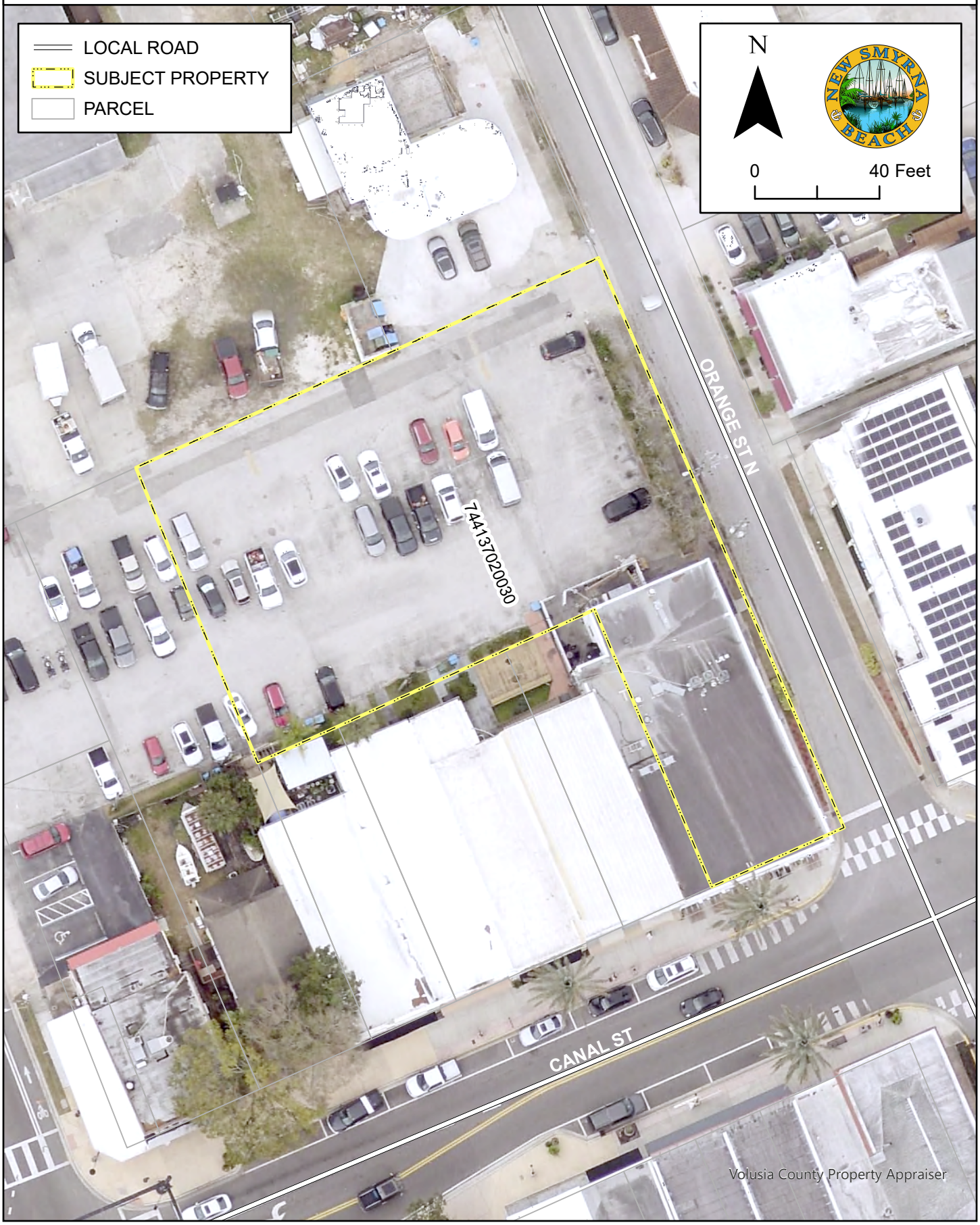


Exhibit C

To: The City of New Smyrna Beach

From: Phil Grudzinski, Owner/Lessee of the General Public House

Dick Rosedale, Owner/Lessor, Rosedale Properties

Re: Sidewalk Cafe License Agreement

Thank you for your continuing support of small businesses here in New Smyrna Beach. It is truly an honor and privilege to be a part of such a unique place and to provide services for the local community and greater New Smyrna Beach area. To further that service, we are applying for a Sidewalk Cafe Agreement.

For the past 6 years, a Sidewalk Cafe Agreement had been in place with Dick Rosedale and the former owner of The General Public House (Chris Parsons) as parties to that agreement. The layout of the patio included 4 large wooden picnic tables with approximately 50 inches extending into the sidewalk. These tables were bolted into the sidewalk and too heavy or awkward to move inside each day.

As I took over in 2024, I invested in the beautfication of the building, including the addition of high-end windowed garage doors that open the restaurant to the outside. As the picnic tables were becoming weathered, tattered and unbecoming of customer usage, I opted to upgrade them to an outdoor granite countertop, only 24 inches deep. While like the picnic tables, they are not a permanent part of the building itself, however they are also too heavy and awkward to move inside each day.

We are therefore requesting a modification to the Sidewalk Cafe License Agreement, specifically to item 4j – tables, chairs, and other furniture shall be brought inside when the

sidewalk cafe is not in operation. We request your consideration of this matter with the following rationale:

1) We have significantly improved the curb appeal and appearance of the outside of The General Public House by removing the picnic tables and replacing them with the granite countertop.
2) We have reduced the infringement of the pedestrian area with no significant footprint from the countertop. The clearance from the countertop edge to the curb is just over 11 feet, more clearance than many areas on Canal Street.
3) We intend to remove all furniture, other than the countertop, on a daily basis. These items include chairs, bistro tables and outdoor heaters. Even when these items are present, there is still an 8.5 foot pedestrian clearance, 70% more than the recommended 5 feet of clearance.
4) Our customer base loves the innovative design and are respectful of the pedestrian right of way. While an exciting addition that does not impede pedestrian traffic, it also does not increase the pedestrian traffic from Orange to Canal, which is very low. Very few people travel between the Dixie Highway and Orange Street.

I have included on-site pictures for your review in this application file, along with the other requested documents by the Pre-Application Process.

Thank you for your consideration.

Regards,



Phil Grudzinski

Owner, The General Public House

Cc: Dick Rosedale

Exhibit D

On-Site Photos

501 Canal Street

The General Public House

East To West View

- With bistro table perspective



Additional East to West View



East to West View - Perspective





West to East View



Front View – Includes Bistro Tables

Exhibit E

SIDEWALK CAFE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by the **CITY OF NEW SMYRNA BEACH**, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as "City", **Dick Rosedale**, property owner, hereinafter referred to as "Owner" and **Phil Grudzinski** as lessee of **The General Public House, LLC (DBA The General Public House)** hereinafter referred to as "Lessee":

1. Lessee has applied to the City for a license to operate a sidewalk cafe on City sidewalks adjacent to Lessee's business. The business premises is described as follows: **501 Canal Street, New Smyrna Beach, Florida 32168.**
2. Lessee has submitted plans (EXHIBIT A) showing the proposed location of the Sidewalk Cafe, hereafter referred to as the "License Area". The City has determined that the application and proposed plan are in compliance with **SECTION 801.14** of the Land Development Regulations of The City of New Smyrna Beach.
3. The license agreement shall be valid for a period of one (1) year and may be renewed annually with the business tax receipt.
4. This License is subject to Lessee's strict compliance with the following terms and conditions:
   a. Pedestrian walkways with a minimum width of five (5) feet shall be maintained for use by the general public.
   b. The sidewalk café area must be clearly delineated from the area to remain open for pedestrian traffic.
   c. Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk café area and do not impede pedestrian traffic or vision at intersections.
   d. Additional signs are limited to one (1) additional sign on an outdoor menu board or sandwich board sign and the restaurant name or advertising on any umbrellas. The outdoor menu board or sidewalk sandwich board sign may be two-sided, not to exceed four (4) square feet per side. Any use of a sidewalk sandwich board sign must be located outside of the required five (5) foot pedestrian walkway and removed at closing time of the restaurant.
   e. Outdoor lighting, if provided, must be permanently installed in accordance with the City

code and be approved as part of the application. The license holder shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

f. All food preparation shall be done inside the restaurant, and all food service shall comply with local and state laws.

g. No paper plates, napkins, or other paper products may be used for outdoor service.

h. Alcoholic beverages may be served within the license area consistent with any alcoholic beverage license in effect for the restaurant.

i. The hours of operation for the sidewalk café may not exceed the operating hours of the restaurant.

j. Tables, chairs, propane heaters, and other furniture, except attached bar, shall be brought inside when the sidewalk café is not in operation.

k. The license area shall be kept in a clean condition and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation.

5. The Lessee shall maintain liability coverage for the License Area in an amount and form approved by the City Attorney of The City of New Smyrna Beach. This coverage shall name the City of New Smyrna Beach as an additional insured. Lessee shall provide proof of liability coverage prior to annual renewal of this license.

6. This License Agreement may be terminated with or without cause by written notice to the address of the Lessee contained on the application or latest written address change provided by the Lessee. The City will provide thirty (30) days written notice of termination without cause. The following shall constitute grounds for immediate termination with cause:

a. Failure to use the License Area for ninety (90) consecutive days.

b. Violation of any of the terms and conditions of this Agreement or violation of any local, State, or federal laws, ordinances, or regulations applicable to the License Area.

c. Failure to maintain the primary business use and requisite licenses

d. Violation of alcoholic beverage laws or regulations.

e. Conviction of the Lessee for a felony, or for violation of a state, federal, or local law involving moral turpitude.

7. This license may not be assigned without prior approval of the City Commission. No right, title,

or interest in the real property is conveyed by this Agreement, and Lessee's use of the property is at the pleasure of The City of New Smyrna Beach.

WHEREFORE, the parties have set their hand and seal on day of _____, 2025.

[This section left intentional blank]

LICENSOR
CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal Corporation

_____

Witness 1

_____

Print Name of Witness 1

_____

Witness 2

_____

Print Name of Witness 2

By:

_____

Fred E. Cleveland, Mayor

Attest:

By:

_____

Sharon Taylor-Harding, Interim City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this_____day of _____, 2025, by Fred E Cleveland, as Mayor of the City of New Smyrna Beach, on behalf of the organization. He is personally known to me OR produced as identification _____.

(NOTARY SEAL)

_____

Notary Public, State of Florida
Signature of Notary Public
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Approved as to form and correctness.
By:

_____
Carrie Avallone, City Attorney
Date: _____

Lessee:

Robert Mathes
Signature of Witness 1

Robert Mathes
Print Name of Witness 1

Shane Corbin
Signature of Witness 2

Shane Corbin
Print Name of Witness 2

By: _____

Name: Phil Grudzinski

Title Owner-General Public House

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 5th day of May, 2025, by Phil Gruczinski (business owner name), as owner of the business located at 501 Canal Street, NSB, FL 32168 (property address). He/she is personally known to me or has produced FL DL as identification and did not take an oath.

Notary Seal

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Stephanie Ferrara
Notary Public, State of Florida
Print Name: Stephanie Ferrara
Commission No. # HH 505512
My Commission Expires: May 2, 2028

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

WITNESSES

Robert Mc
Signature of Witness 1

Robert Mathers
Print Name of Witness 1

John Baker
Signature of Witness 2

John Baker
Print Name of Witness 2

PROPERTY OWNER:

By: R Rosedale
Name: Dick Rosedale
Title: owner/Lessor

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

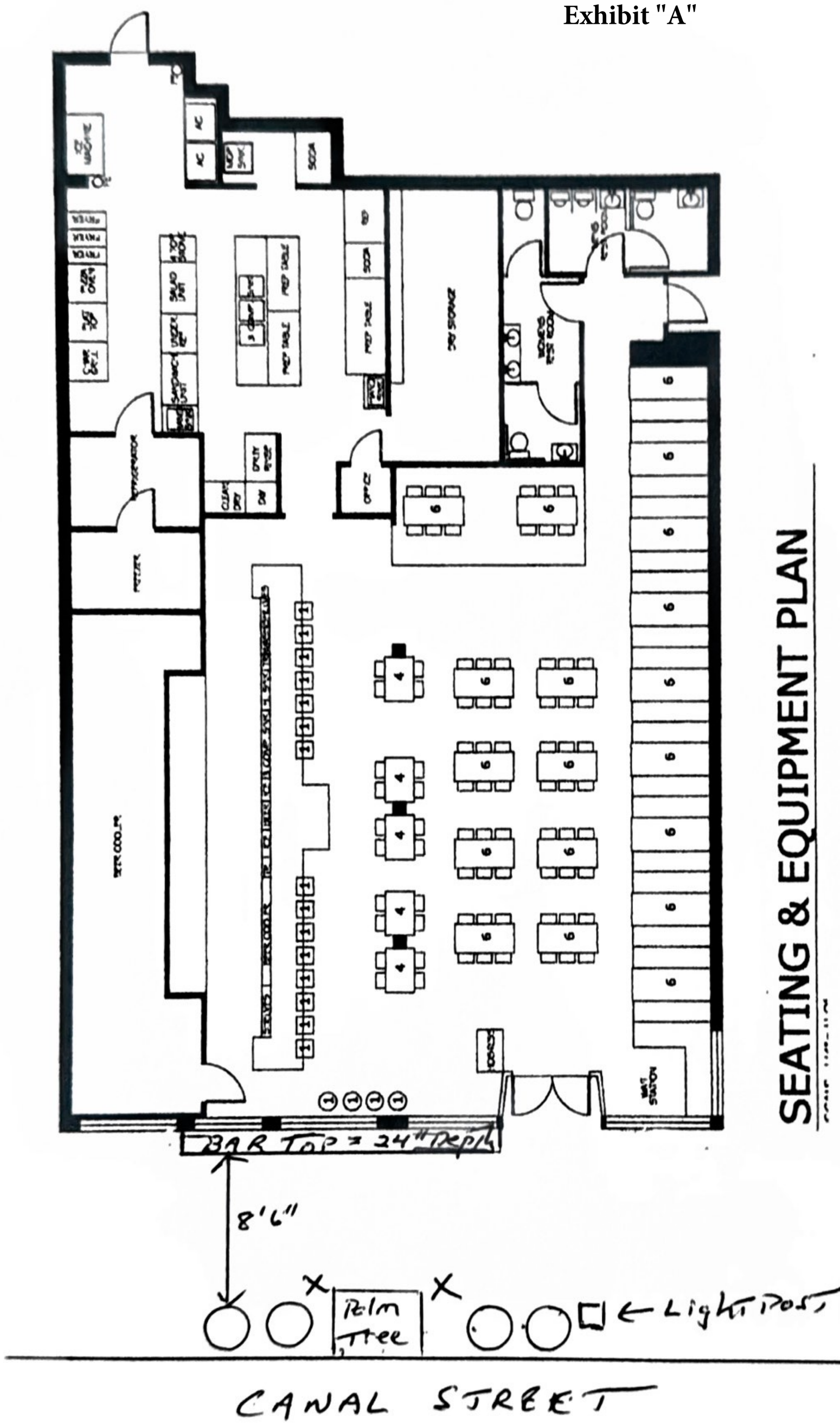
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization the 1st day of May, 2025, by Richard Rosedale at 4011 Ocean Shore Blvd, Ormond Beach, FL 32176. He or She is personally known to me OR produced as identification _____.

(NOTARY SEAL)

STEPHANIE FERRARA
Commission # HH 505512
Expires May 2, 2028

Stephanie Ferrara
NOTARY PUBLIC – State of Florida
Signature of Notary Public
Print Name: Stephanie Ferrara
Commission No.: HH 505512
My Commission Expires: May 2, 2028

Exhibit "A"



X = Heaters

○ = 30" Bistro Tables

Exhibit F

THEGENE-07 CREDDICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@apintego.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmGUARD Insurance Company	42390
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

THE GENERAL PUBLIC HOUSE, LLC DBA The General Public House
871 Bluefish Ave
New Smyrna Beach, FL 32169

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		GEBP666974	1/25/2025	1/25/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	LIQUOR LIAB			GEBP666974	1/25/2025	1/25/2026	Aggregate	2,000,000
A	CYBER LIAB			GEBP666974	1/25/2025	1/25/2026	Aggregate	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is an additional Insured

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32169

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – MANAGER OR LESSOR OF PREMISES, GRANTOR OF FRANCHISE, LESSORS OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

The following is added to Paragraph **C. Who Is An Insured** in **SECTION II – LIABILITY**:

A. Any person or organization, as described in paragraph **B.** of this endorsement, whom you are required to add as an additional insured on this policy under a written contract or written agreement is an additional insured; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Executed prior to any "bodily injury", "property damage", or "personal and advertising injury".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Additional Insureds

1. Managers or Lessors of Premises

Managers or Lessors of Premises are additional insureds, but only with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises; and

b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization with which you have a written contract or agreement.

2. Grantor of Franchise

Grantors of a Franchise are additional insureds, but only with respect to their liability as grantor of a franchise to you.

3. Lessors of Leased Equipment

Lessors of Leased Equipment are additional insureds, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, as described in paragraph **B.** of this endorsement, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

This endorsement does not change the status of any person or organization that may already be an insured under the policy.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 22-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 18.18 ± ACRES OF LAND LOCATED ON PAIGE AVENUE.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2,

2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Special Warranty Deed are attached as **Exhibits H** and **I**. A declaration of Restricted Covenant is attached as **Exhibit J**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to approve the requested annexation application.

The Planning Department recommends that the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

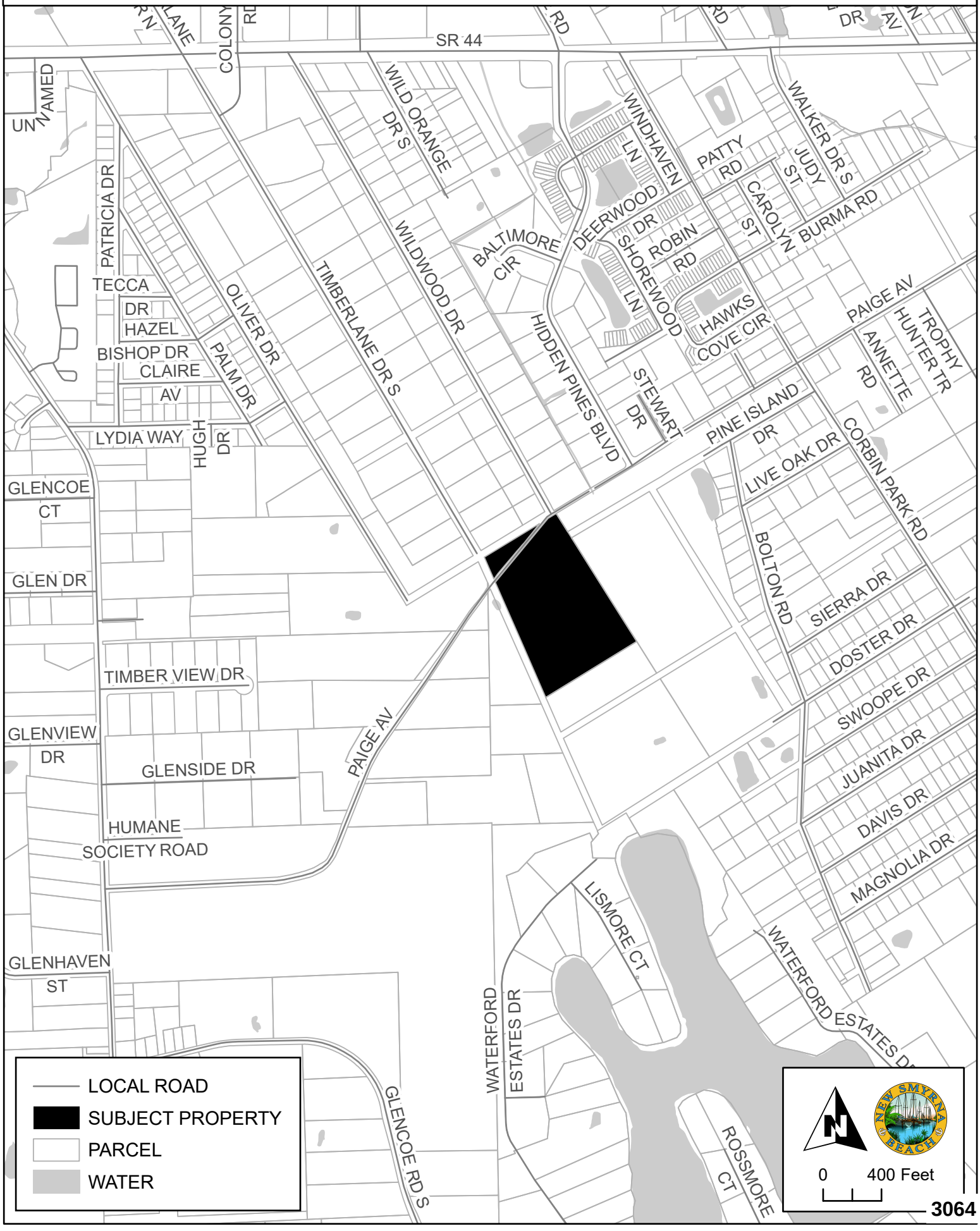
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Dedication to Public Use.pdf
Business Impact Estimate - Ord 22-25 Paige Ave.pdf
Ord 22-25 Annex Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP



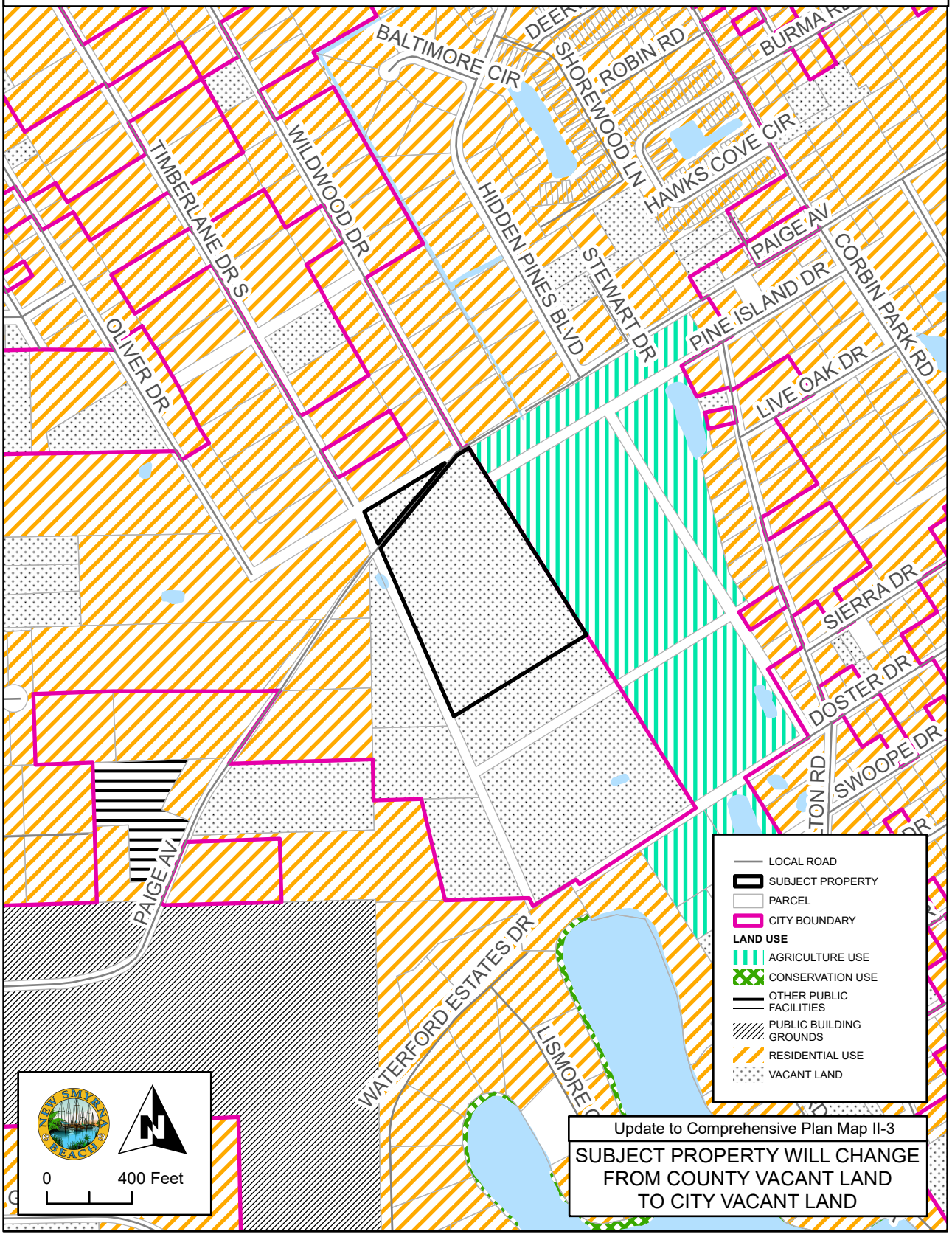
3064

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



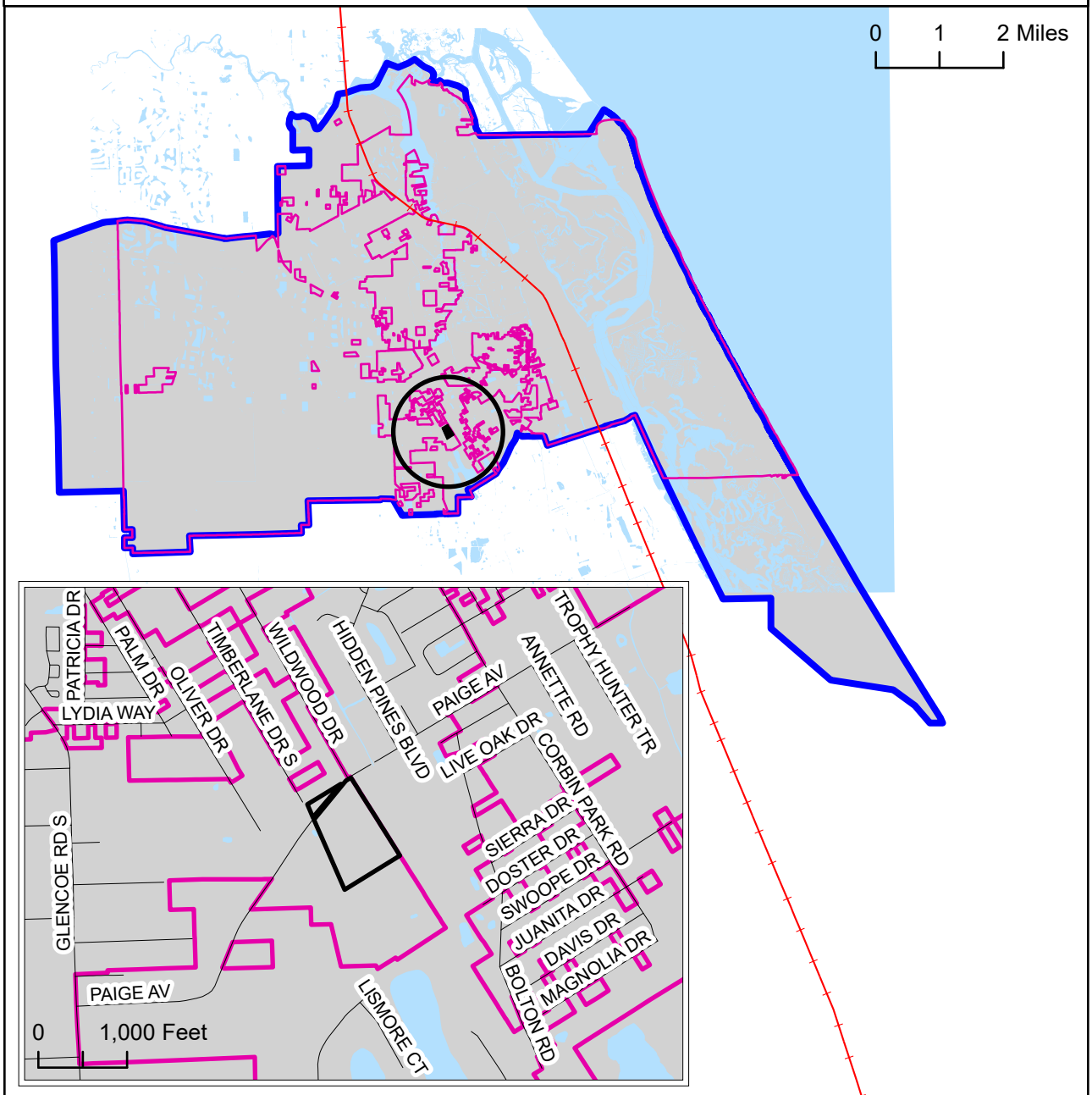
EXISTING LAND USE DESIGNATIONS

A-3-25



WATER AND SEWER SERVICE AREA

A-3-25

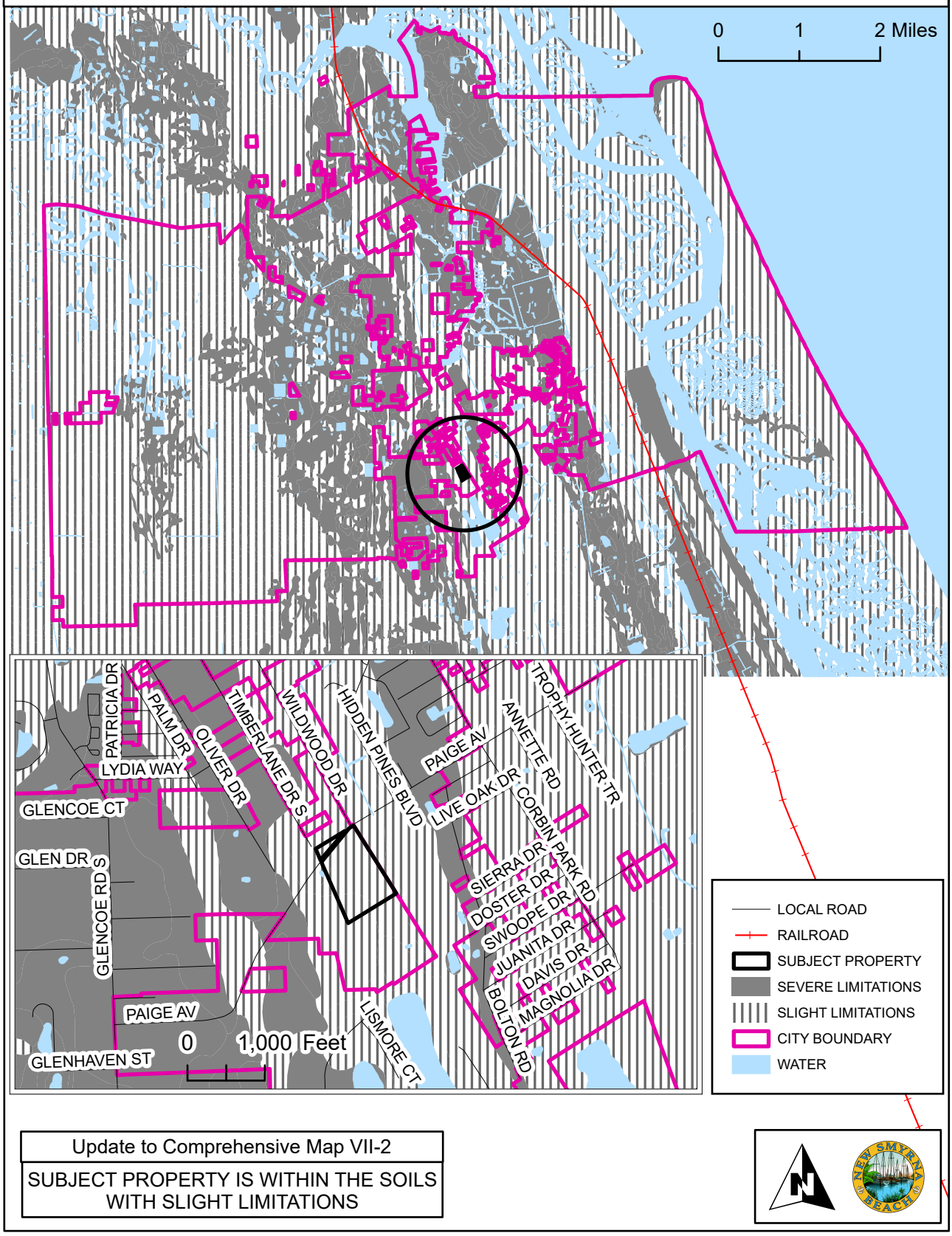


Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-3-25

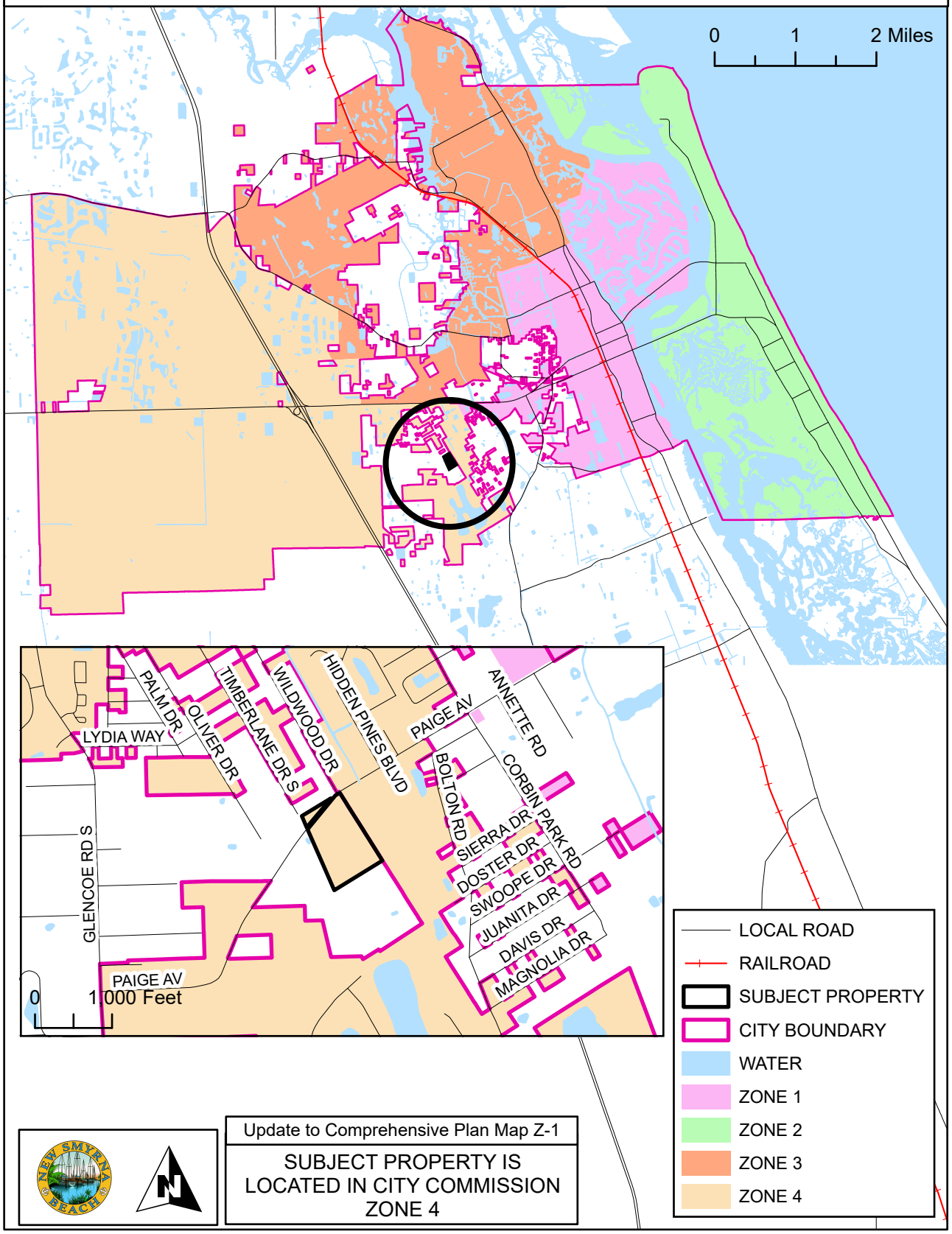


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

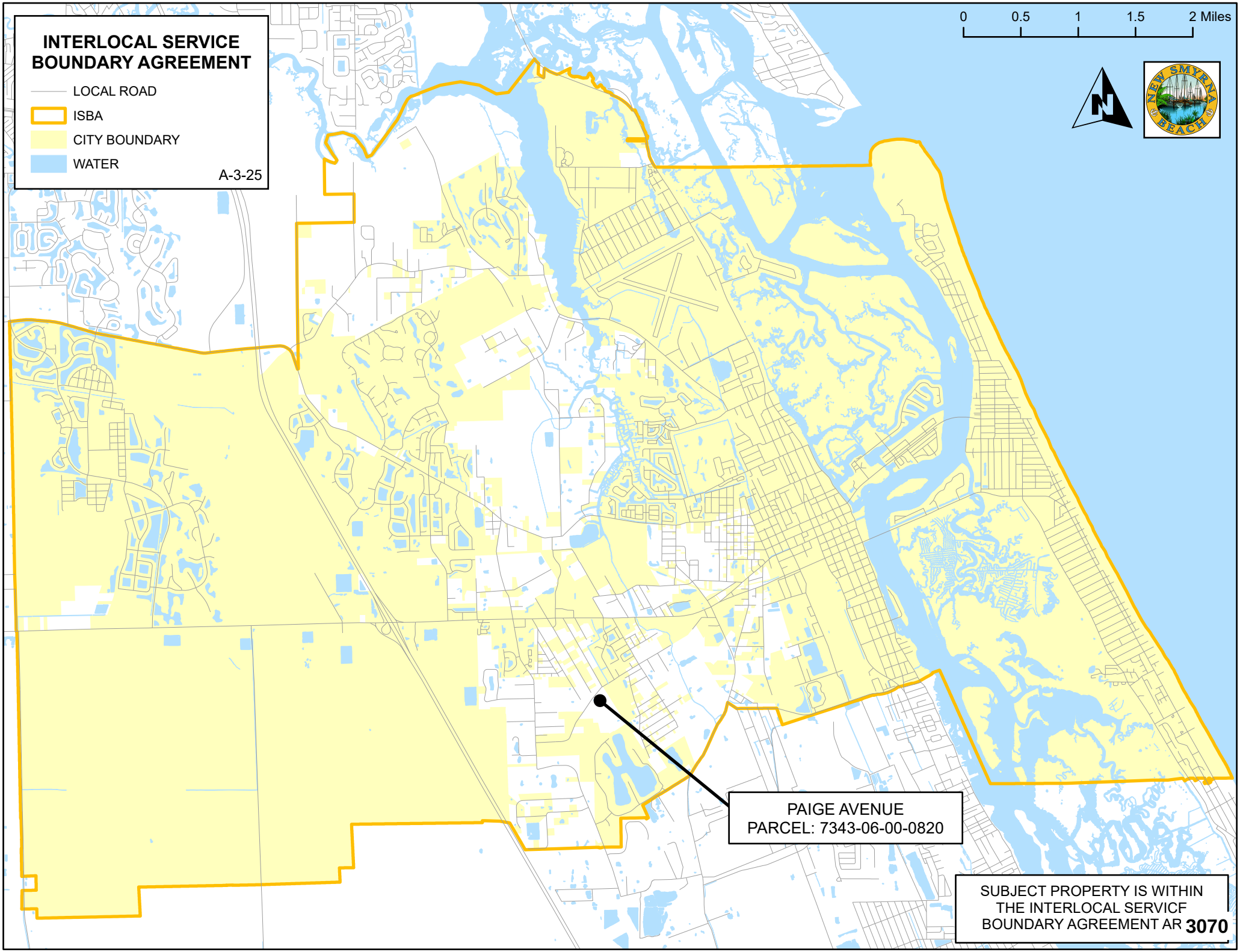
COMMISSION ZONES

A-3-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3070

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25

KOSOROK
...n # HH 056990
...ebruary 25, 2025
...Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 22-25 Annexing Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 22-25 annexes land into the City for preservation under the Turnbull Creek Referendum Bond

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 22-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

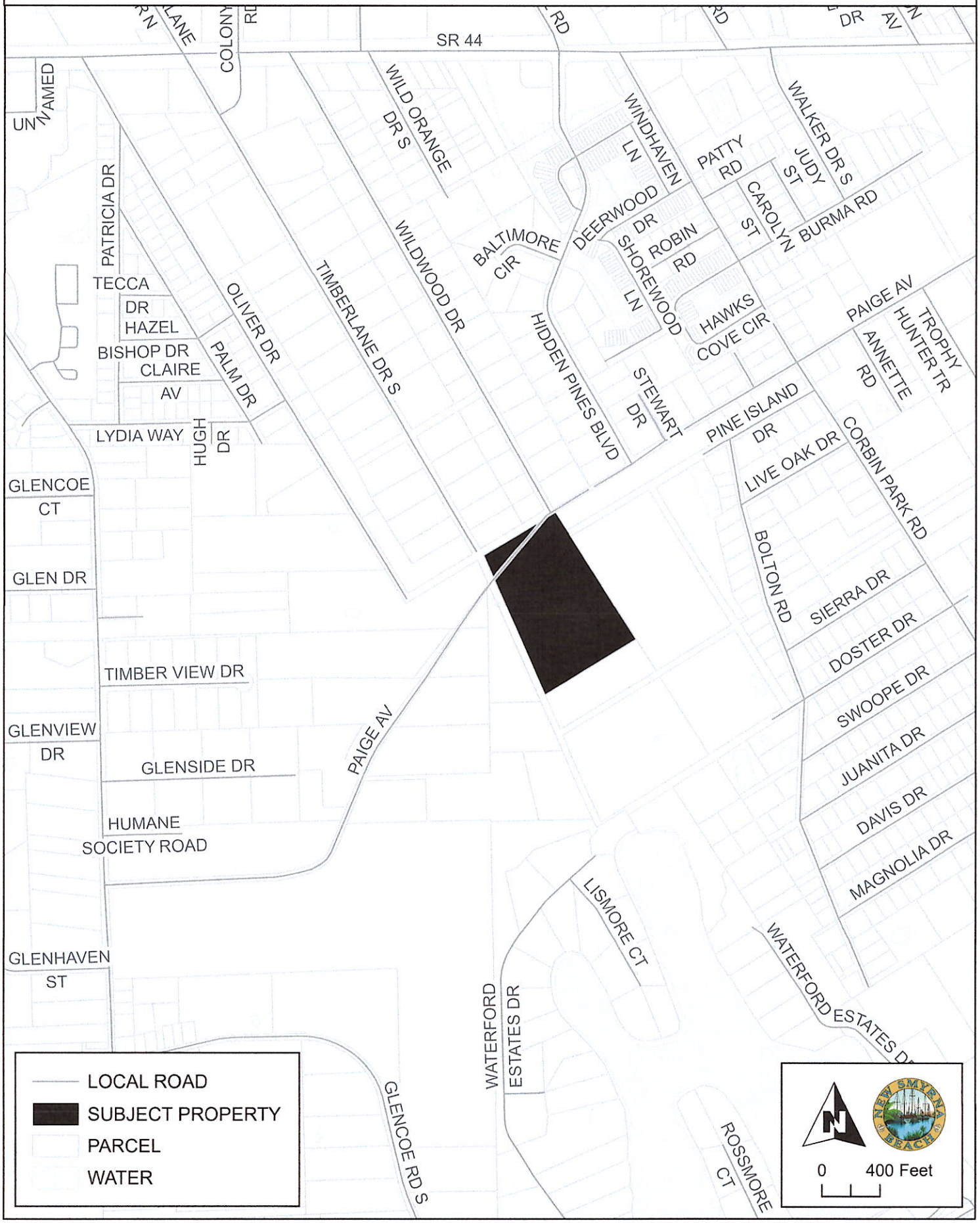
Metes and Bounds by Professional Title Agency

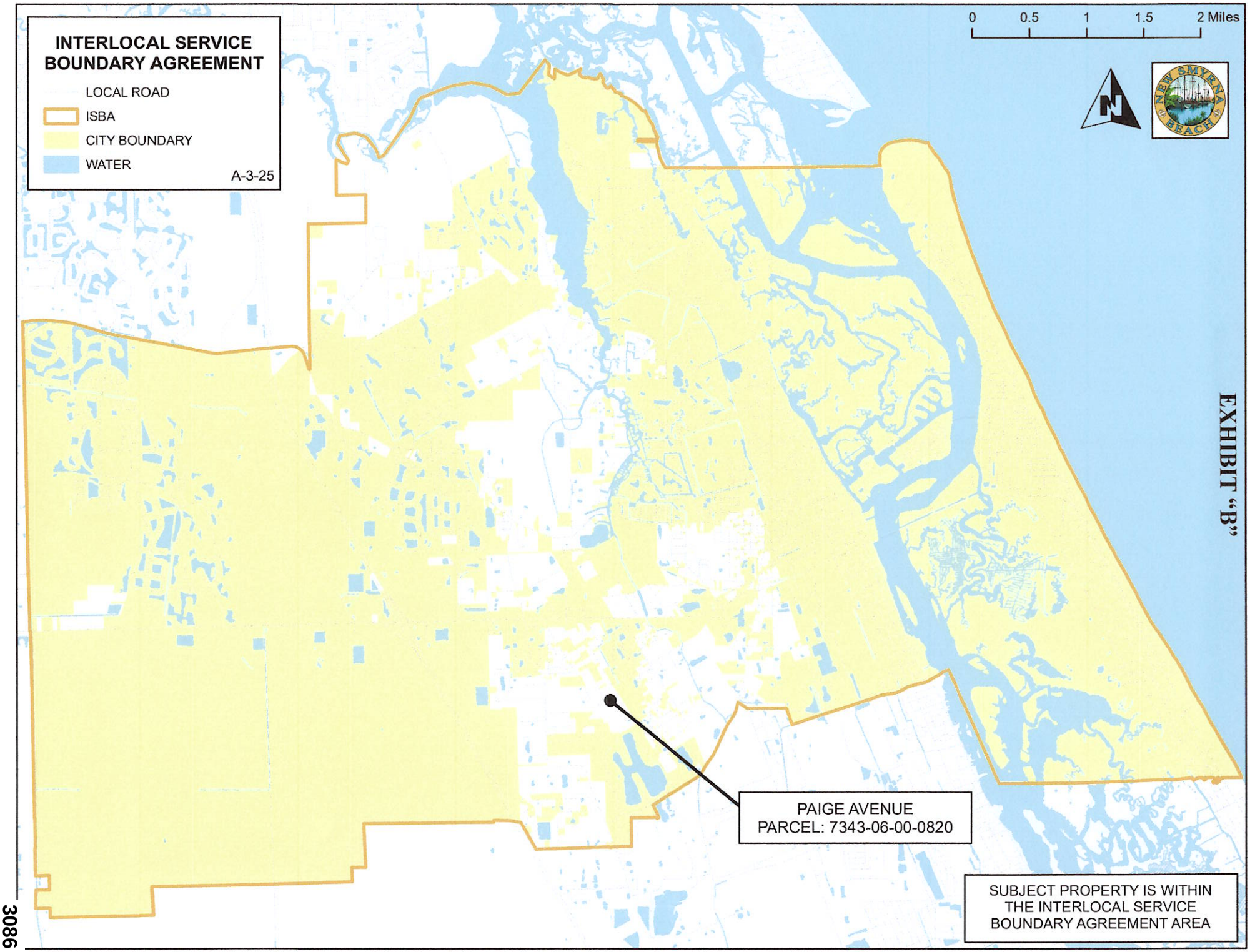
Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

EXHIBIT "A"

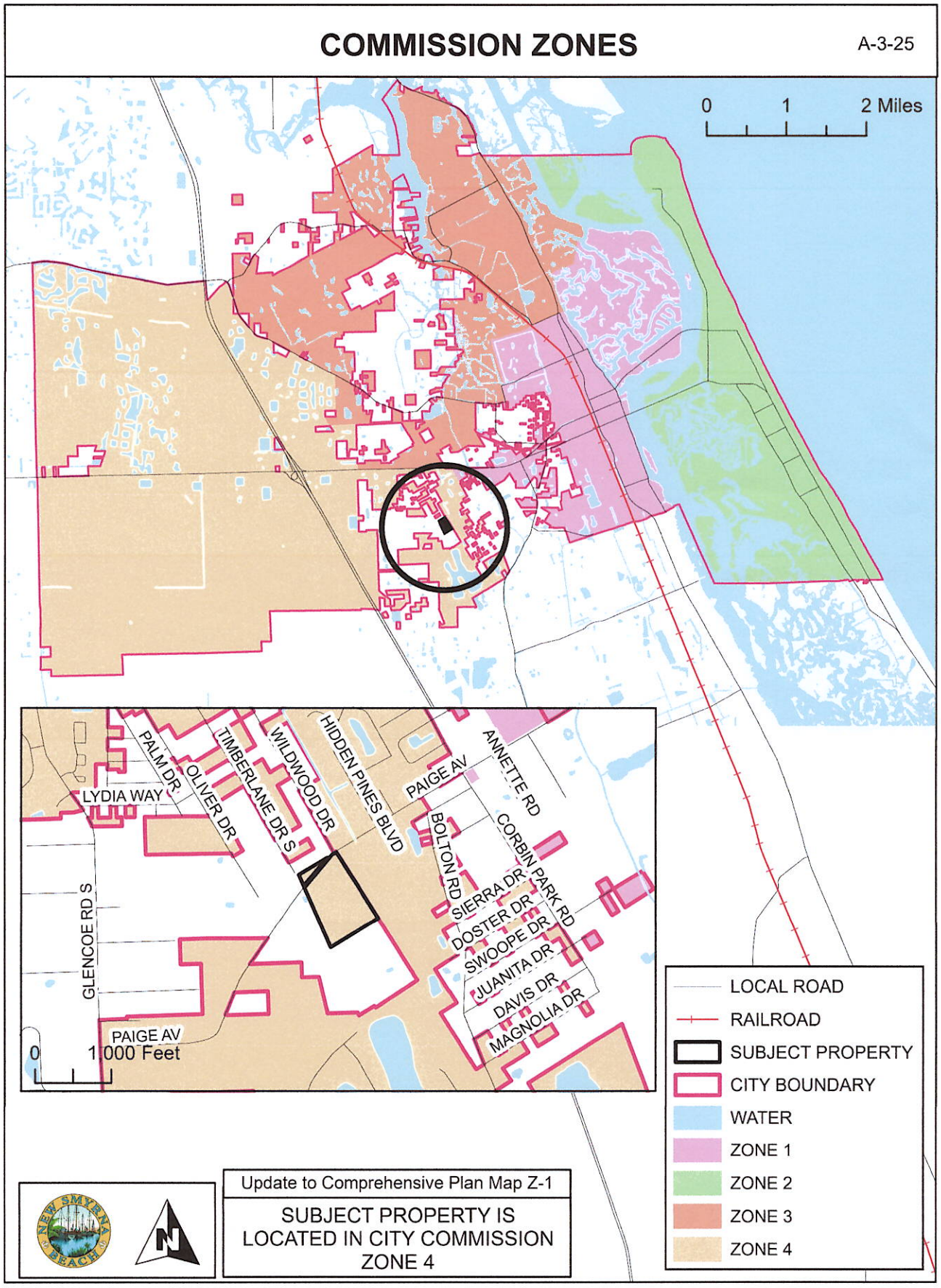
A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
EXHIBIT "B"
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

3086

EXHIBIT "C"


COMMISSION ZONES
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 23-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD PROPOSE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT FOR PROPERTY LOCATED ON PAIGE AVENUE, CHANGING THE FUTURE LAND USE CATEGORY TO CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Low Intensity and Low Impact Urban.
- **To:** City FLU category of Conservation.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use designation for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Special Warranty Deed are attached as **Exhibits Y** and **Z**. A declaration of Restricted Covenant is attached as **Exhibit AA**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

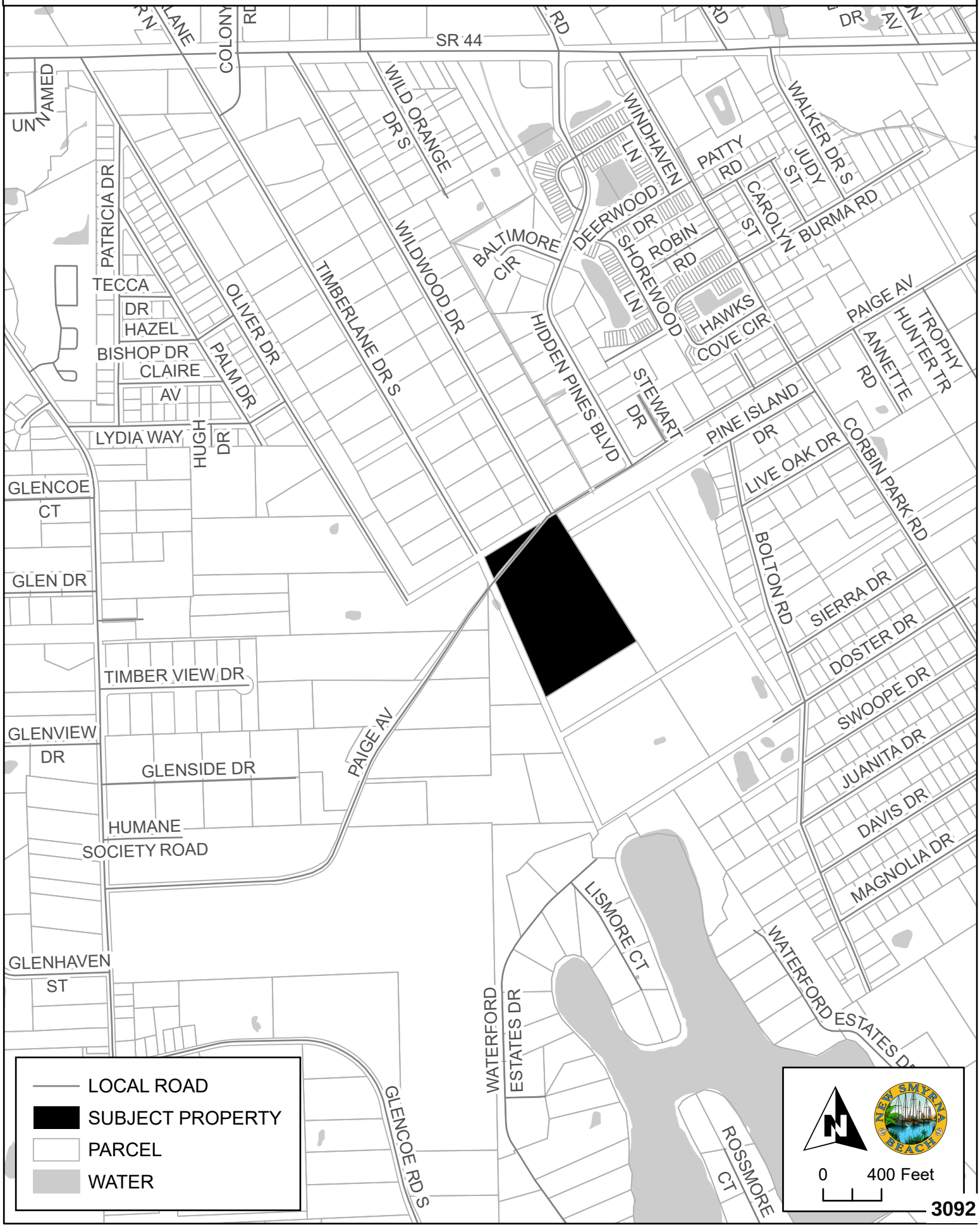
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Low Impact Urban FLU.pdf
Exhibit D County Urban Low Intensity FLU.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Dedication to Public Use.pdf
Business Impact Estimate - Ord 23-25 Paige Ave.pdf
Ord 23-25 Small Scale Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP



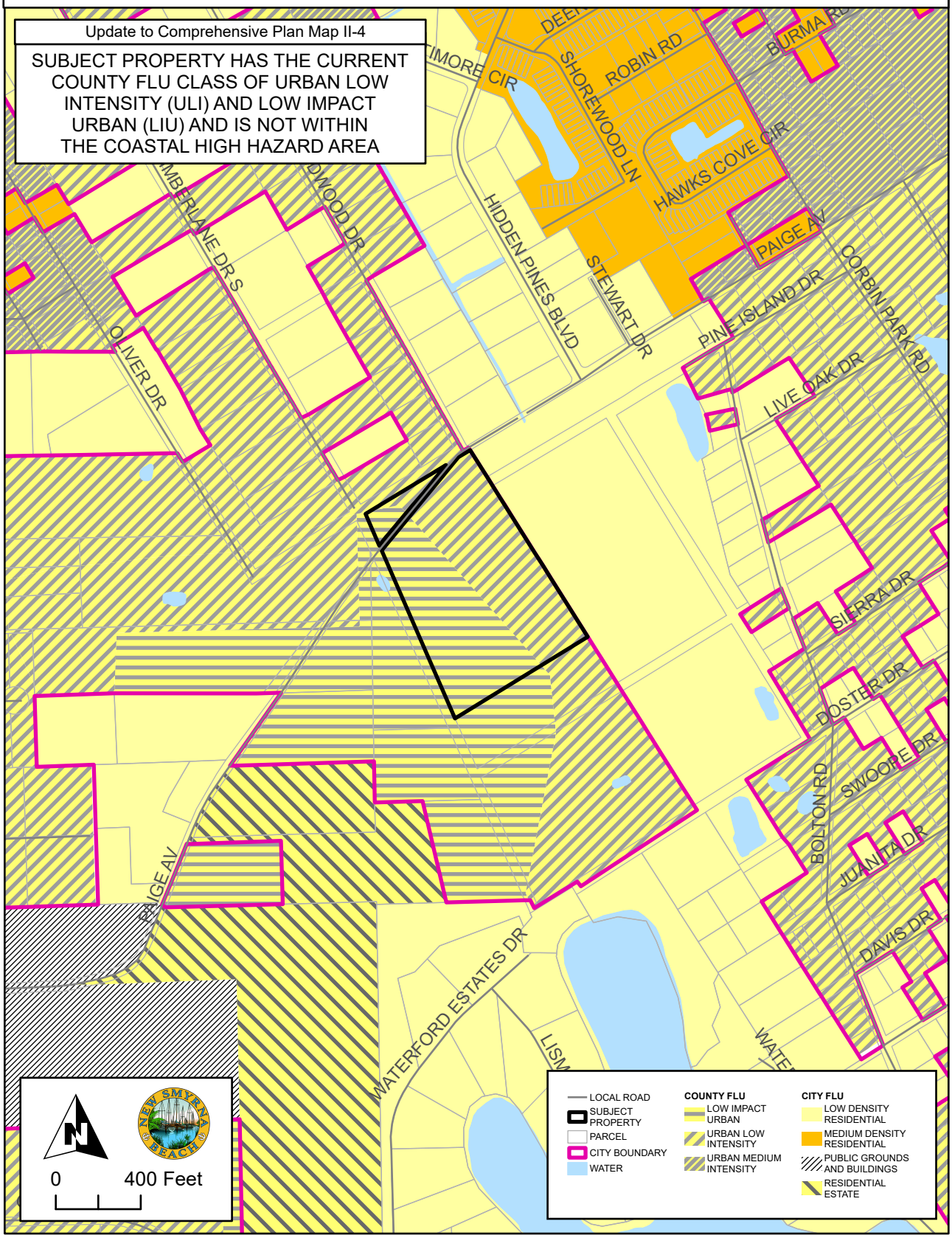
3092

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-3-25



Low Impact Urban (LIU) –

This designation consists of lands which are determined to be suitable for urban type development and are adjacent to existing urban development. Lands designated LIU serve as a transition between highly protected natural resource areas and existing urban development. The LIU is primarily a residential designation but may allow limited commercial development. Sites within this designation may be determined to be suitable for urban type development only if they meet the following criteria:

(1) The Planned Unit Development zoning process will be used to implement the LIU provisions if the applicant proposes more intense uses than what is allowed. For proposals that do not propose a density increase, straight rezoning is allowed.
(2) The site is serviced by central utilities at the time of application for development approval.
(3) The gross residential density does not exceed one (1) dwelling unit per acre.
(4) At least twenty percent (20%) of the total development site is set aside for the preservation of upland habitat sited in an ecologically strategic manner (e.g., adjacent to wetlands).
(5) Encroachment into wetlands and wetland buffers shall be avoided to the maximum extent practicable.
(6) Residential developments should be clustered.
(7) Low intensity, commercial development may be allowed in the LIU designation only if it meets the following additional criteria:

    (a) The development does not exceed a Floor Area Ratio of thirty-five percent (0.35 FAR).
    (b) The proposed use is ancillary to residential development in the immediate area. Nonresidential developments intended to serve the community or regional market area (see Shopping Center definition in Chapter 20) are not allowed in the LIU.
    (c) The buildings within the development are clustered.

(8) In order to protect environmental resources and ensure neighborhood compatibility, commercial development proposals may also be required to:

    (a) Use stricter lot coverage or impervious surface ratios. Chapter 1 Page 10 of 165 April 4, 2024 (through CPA 23-006)
    (b) Provide increased landscape buffers and/or open space requirements.
    (c) Reduce the amount of parking on-site either through adjusted parking ratios or reduced parking space size.
    (d) Limit the type of commercial uses allowed

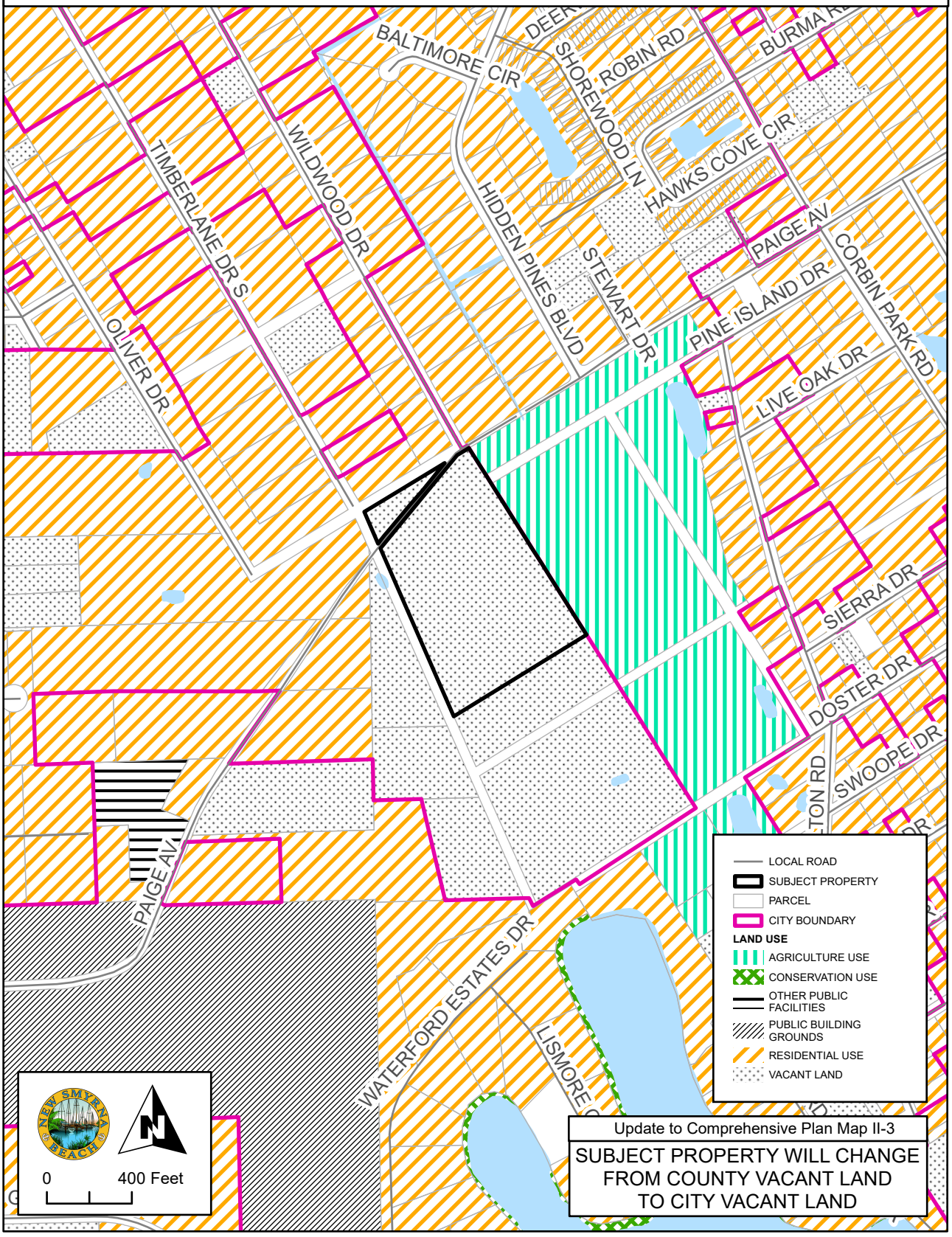
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-3-25



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

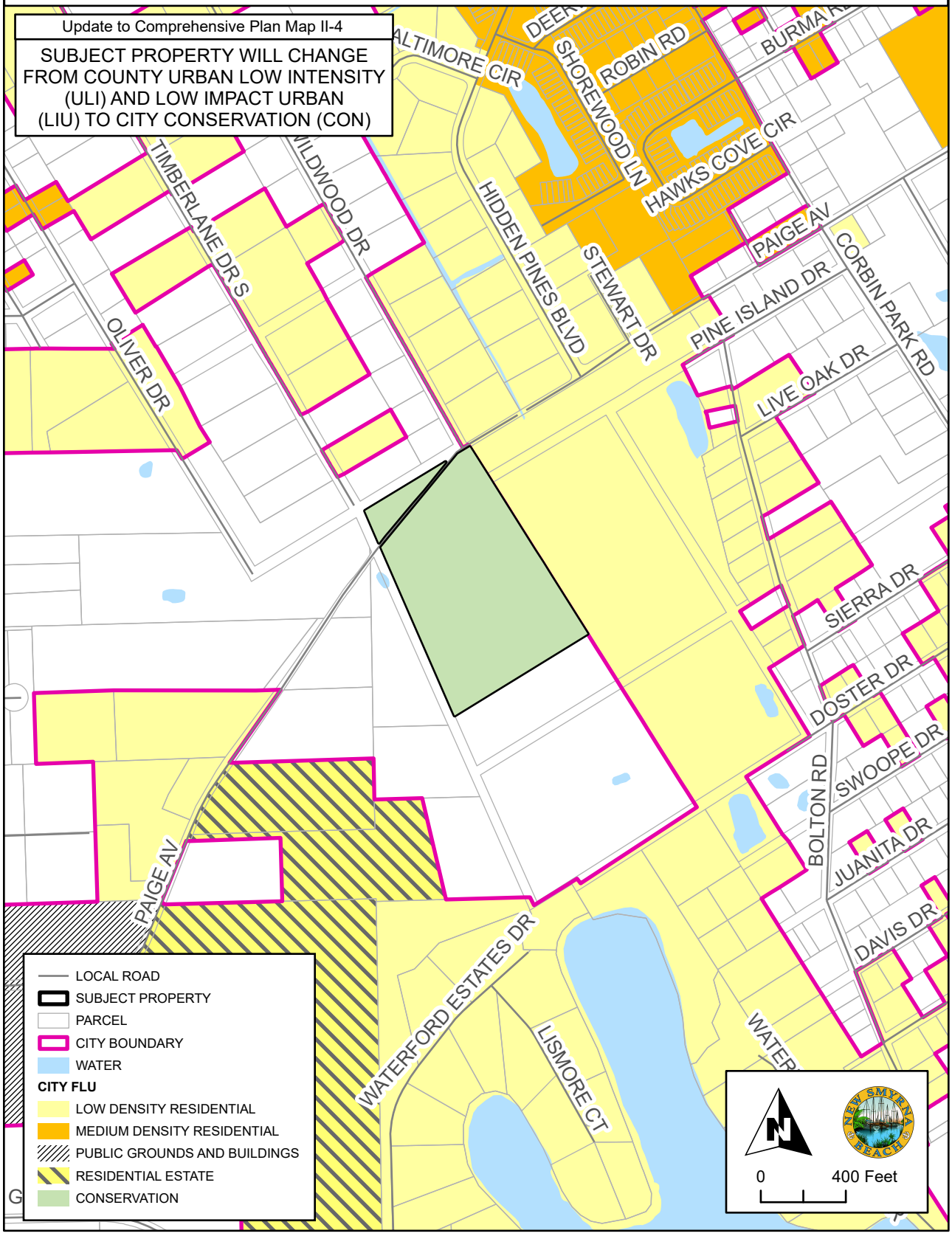
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

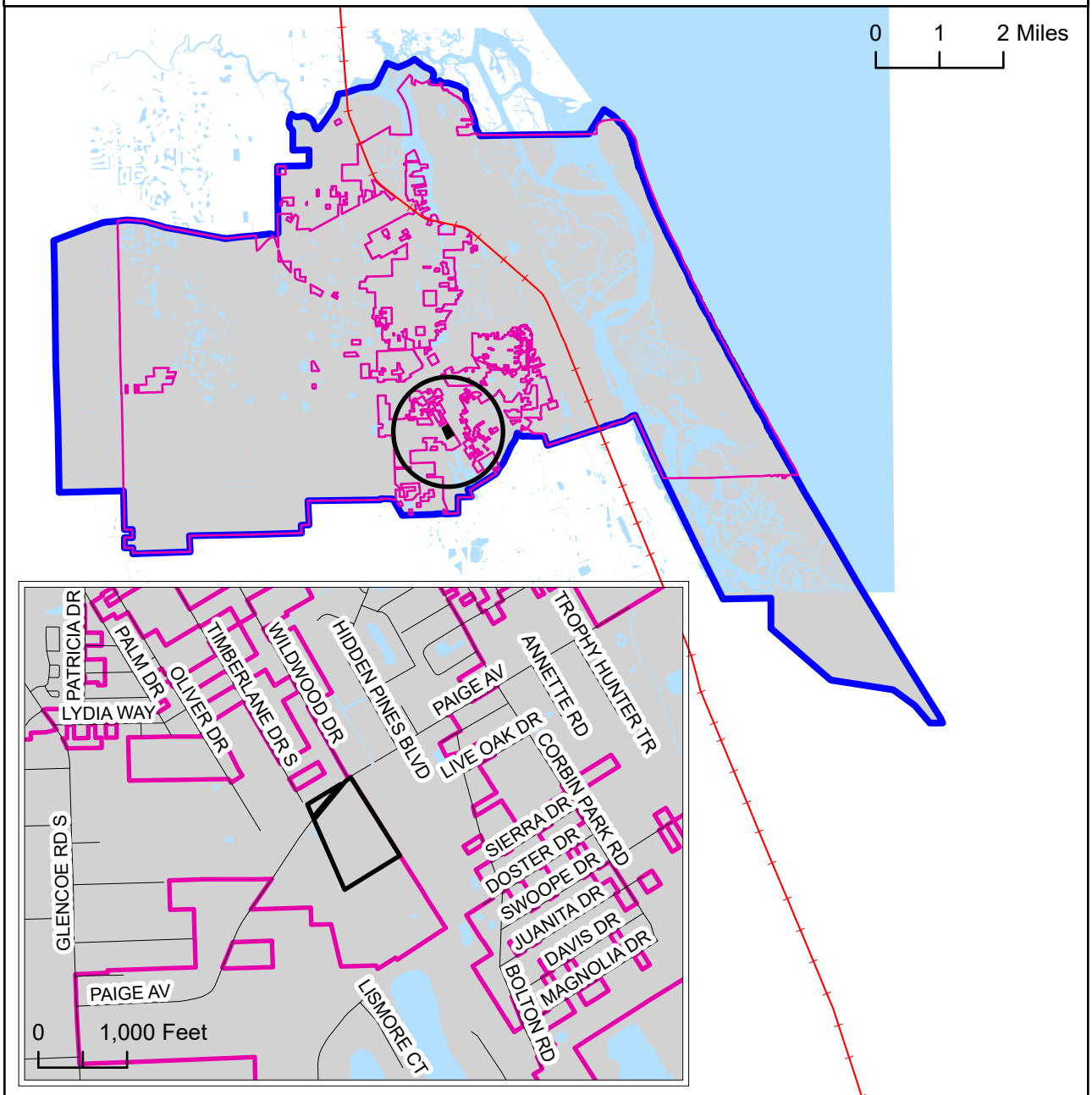
PROPOSED FUTURE LAND USE DESIGNATIONS

A-3-25



WATER AND SEWER SERVICE AREA

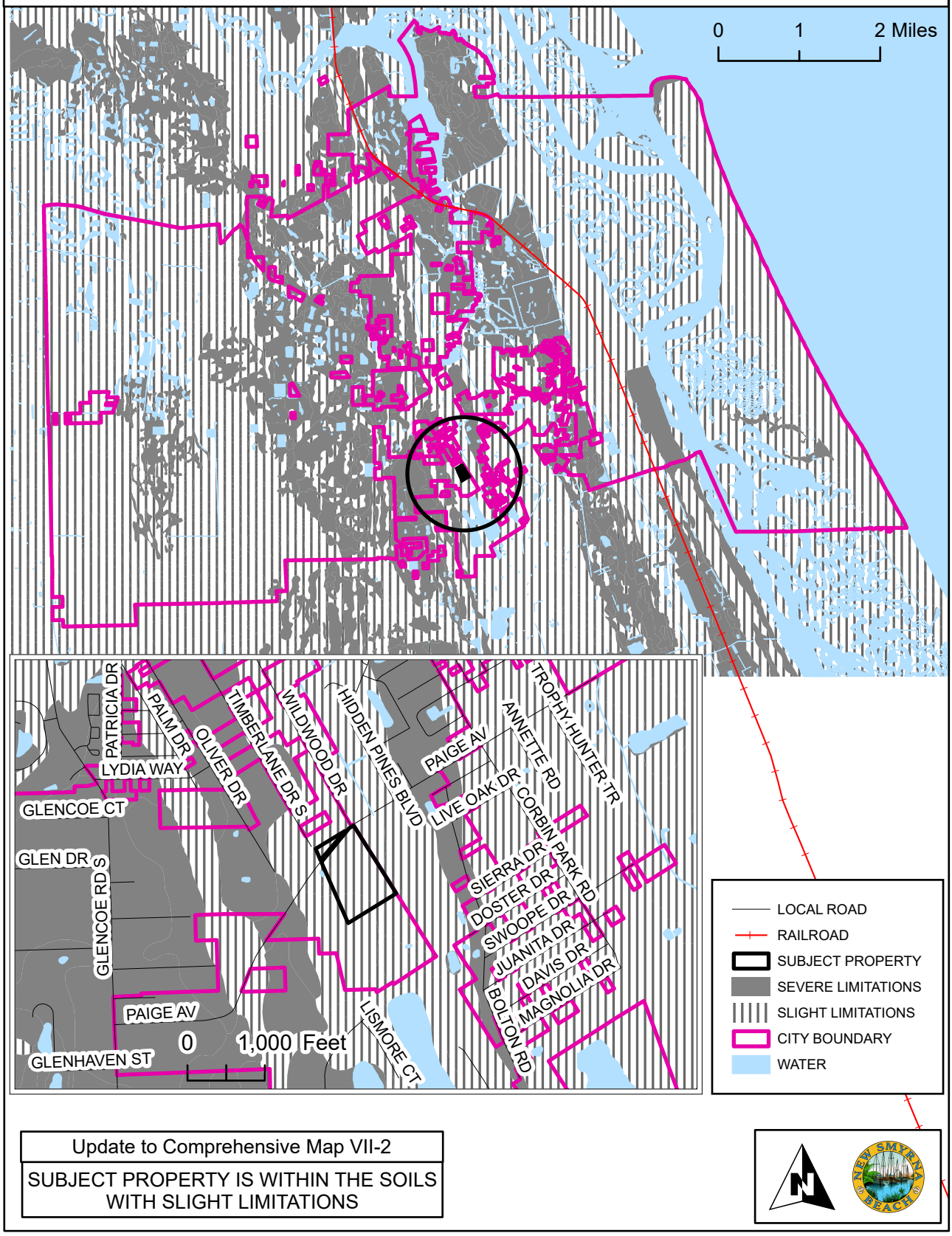
A-3-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-3-25

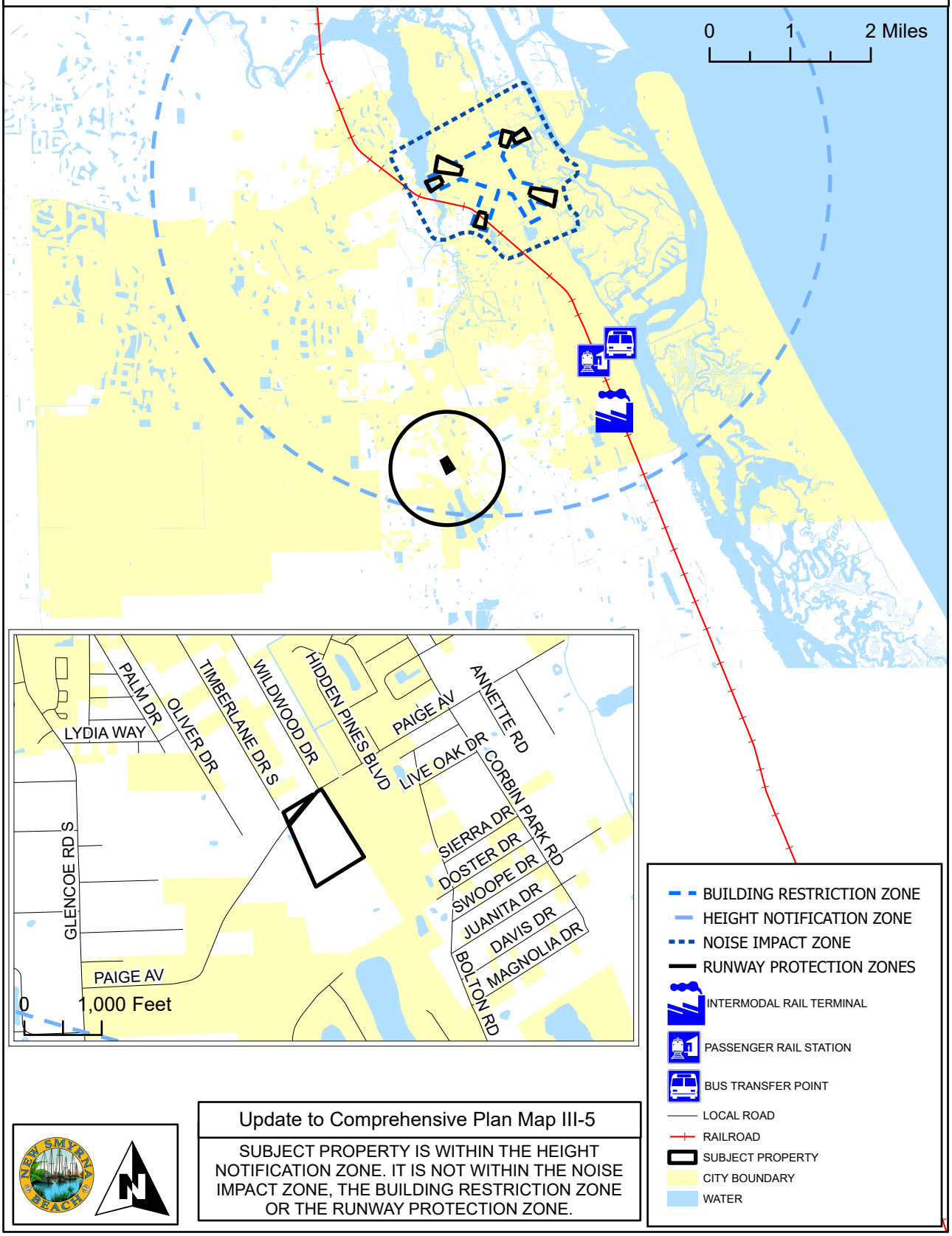


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-3-25

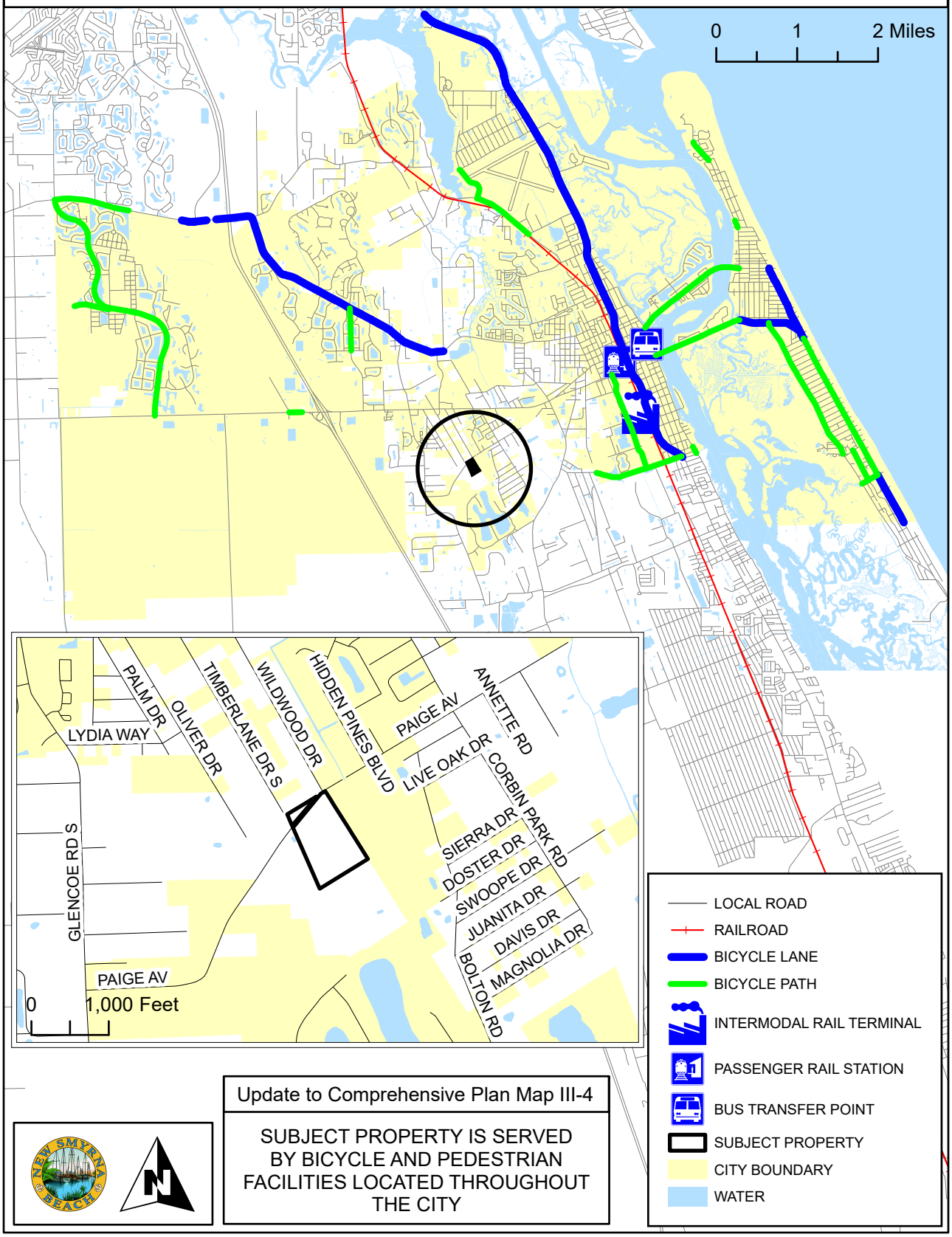


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-3-25

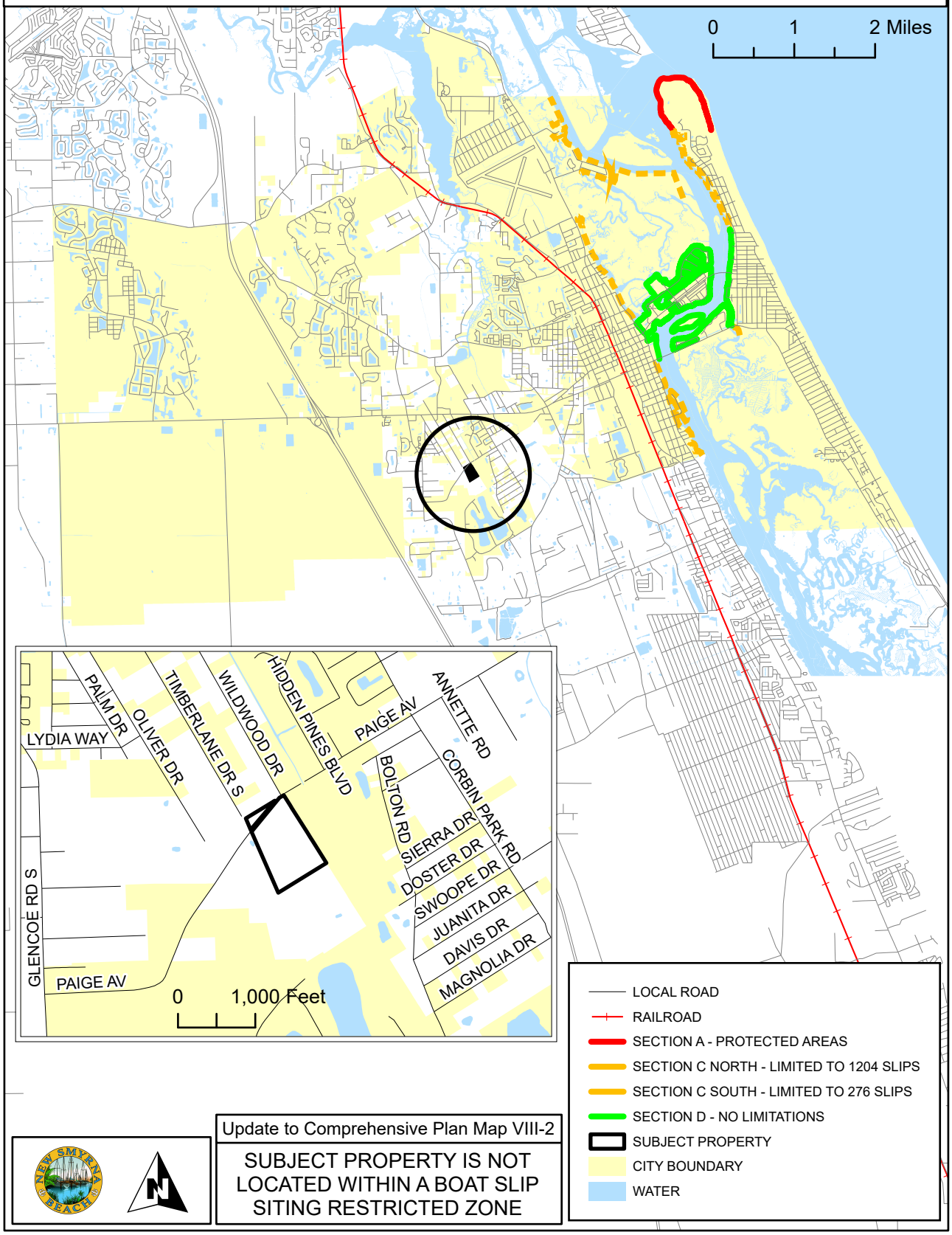


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-3-25

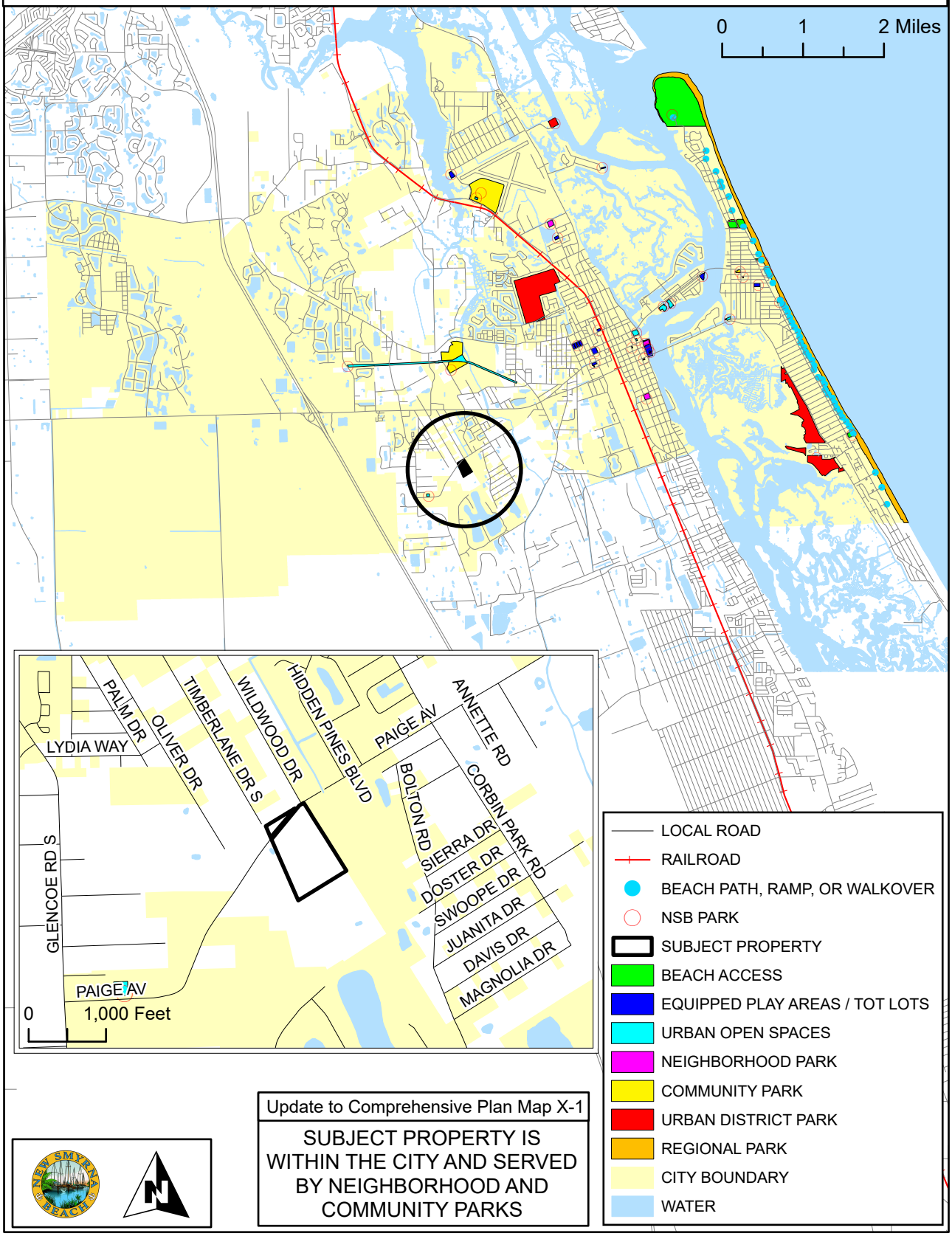


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-3-25

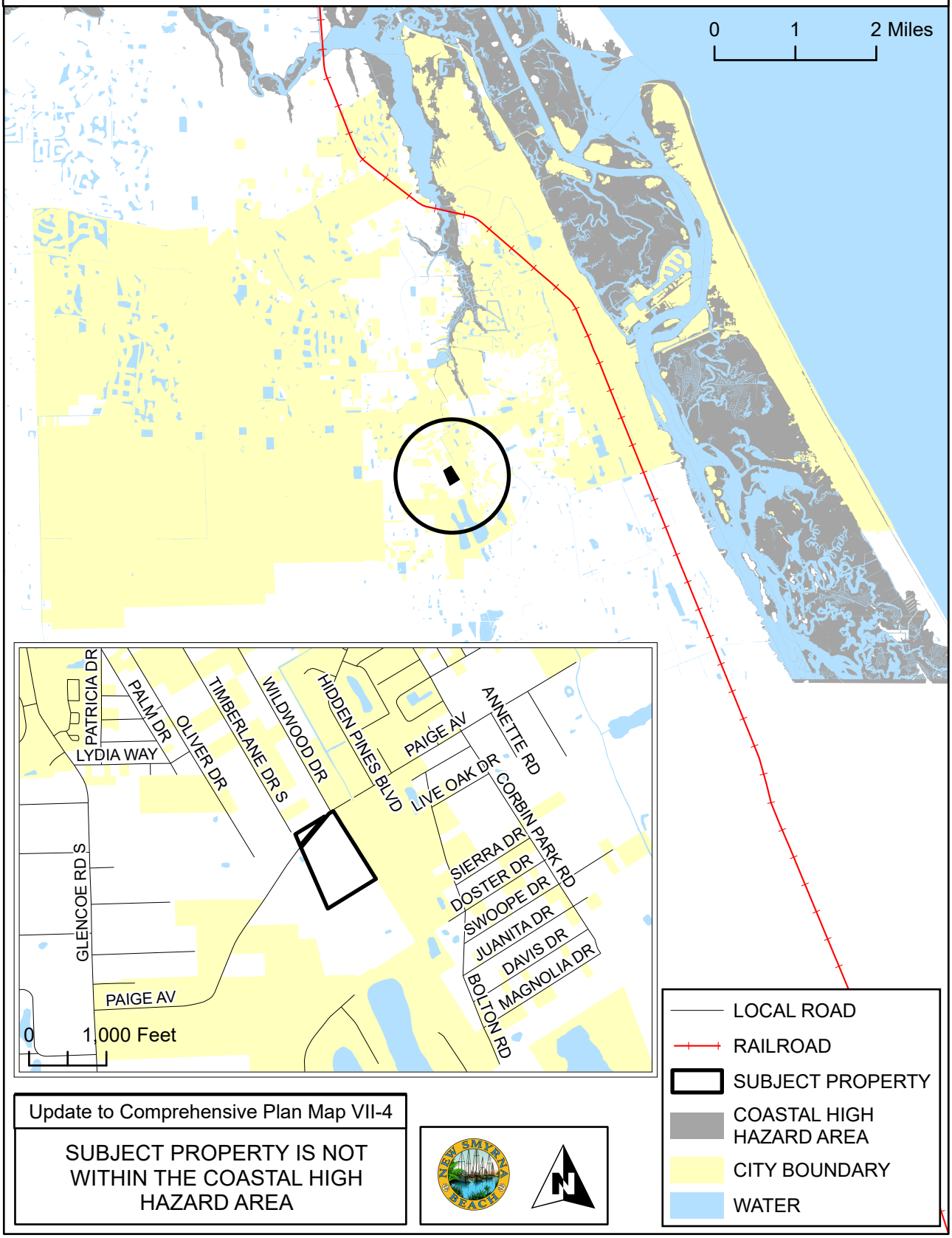


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-3-25

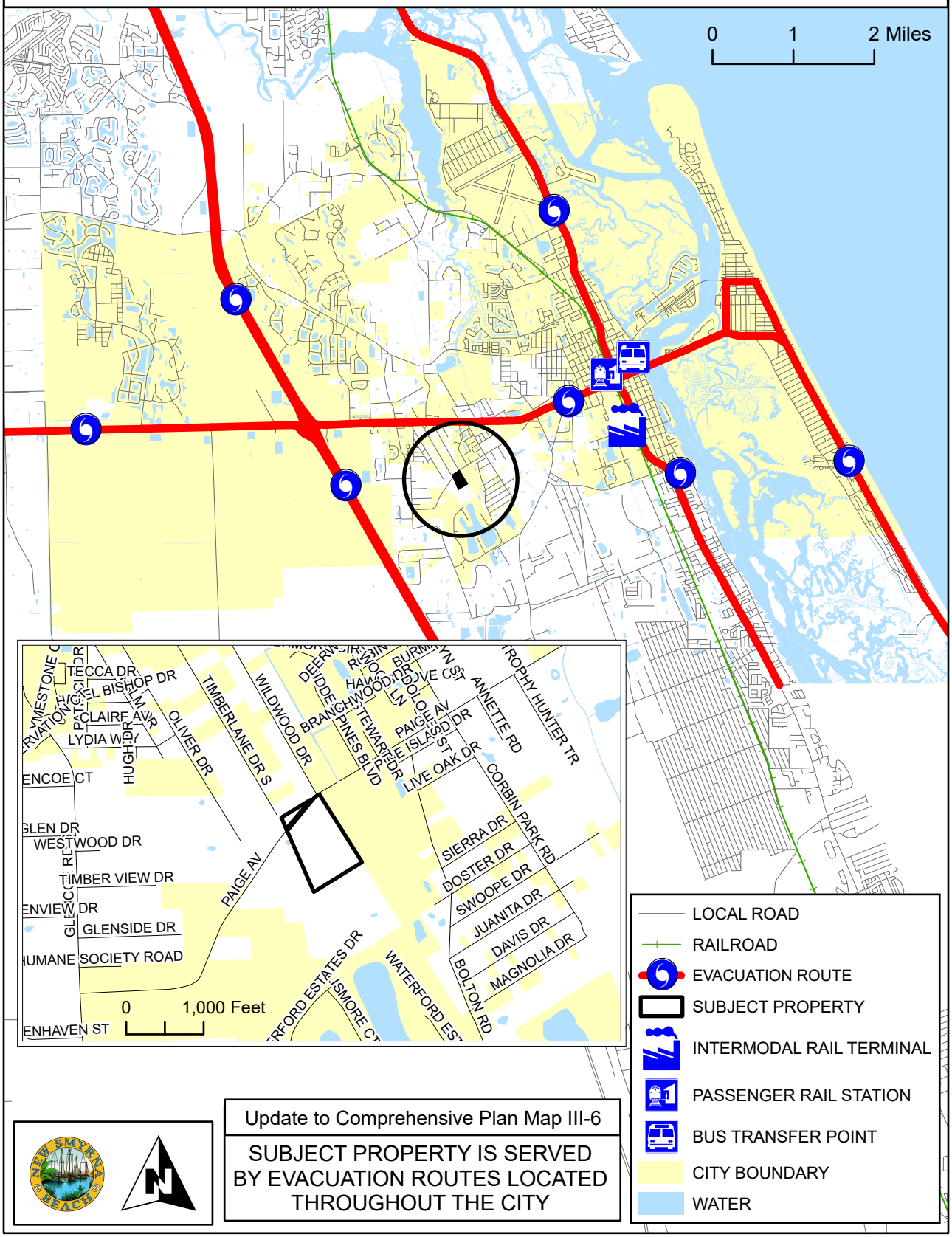


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-3-25

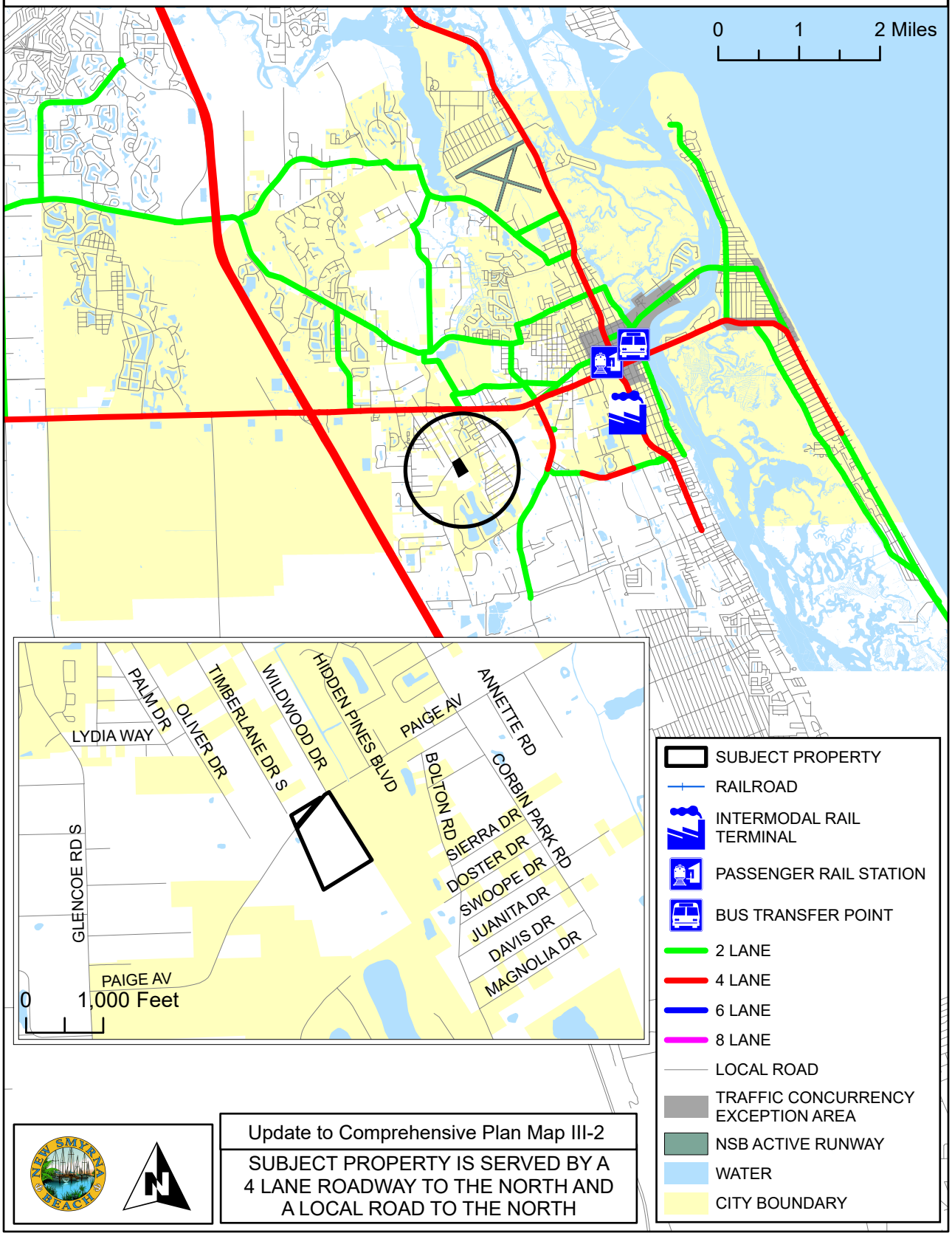


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-3-25

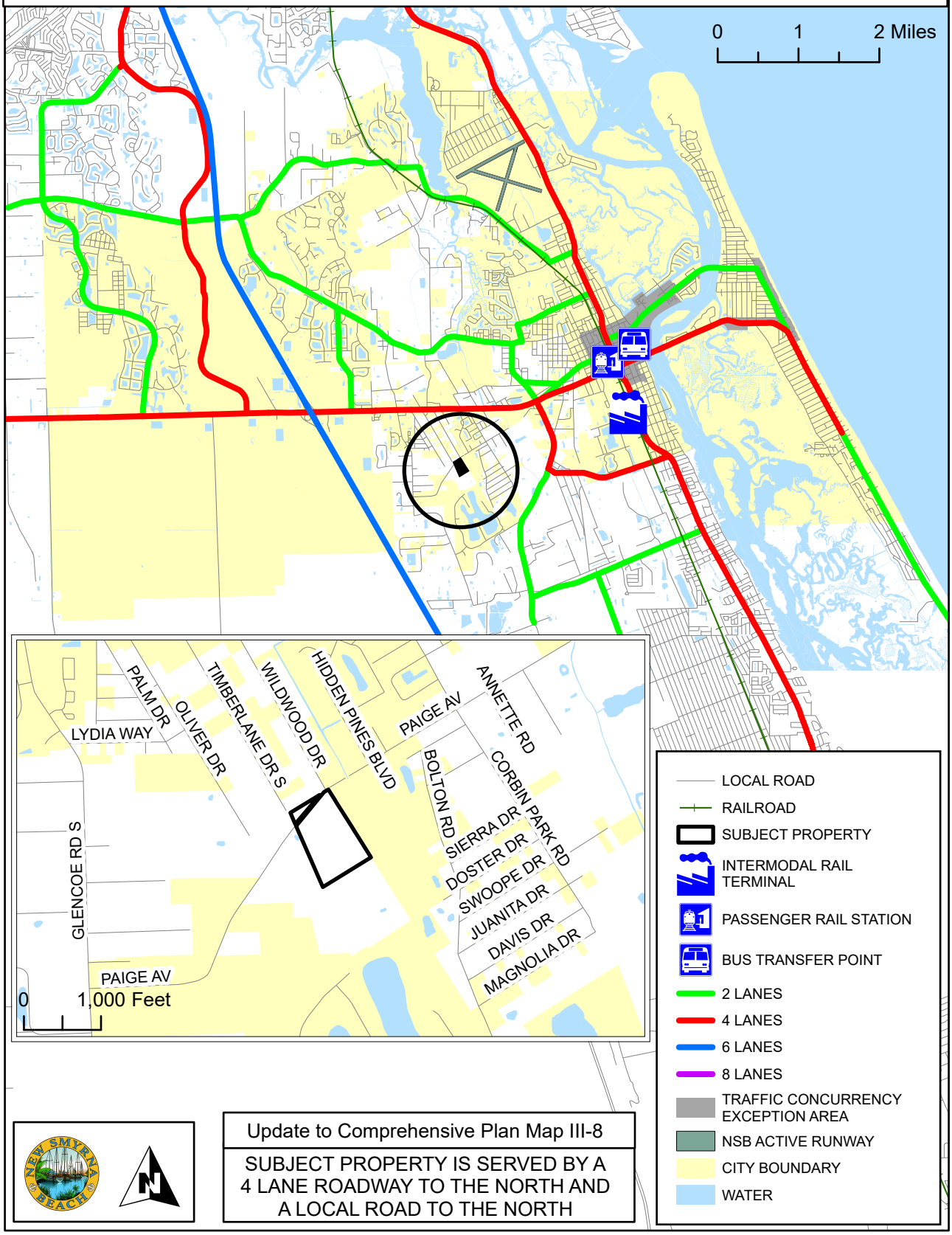


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

NUMBER OF TRAFFIC LANES - 2025

A-3-25

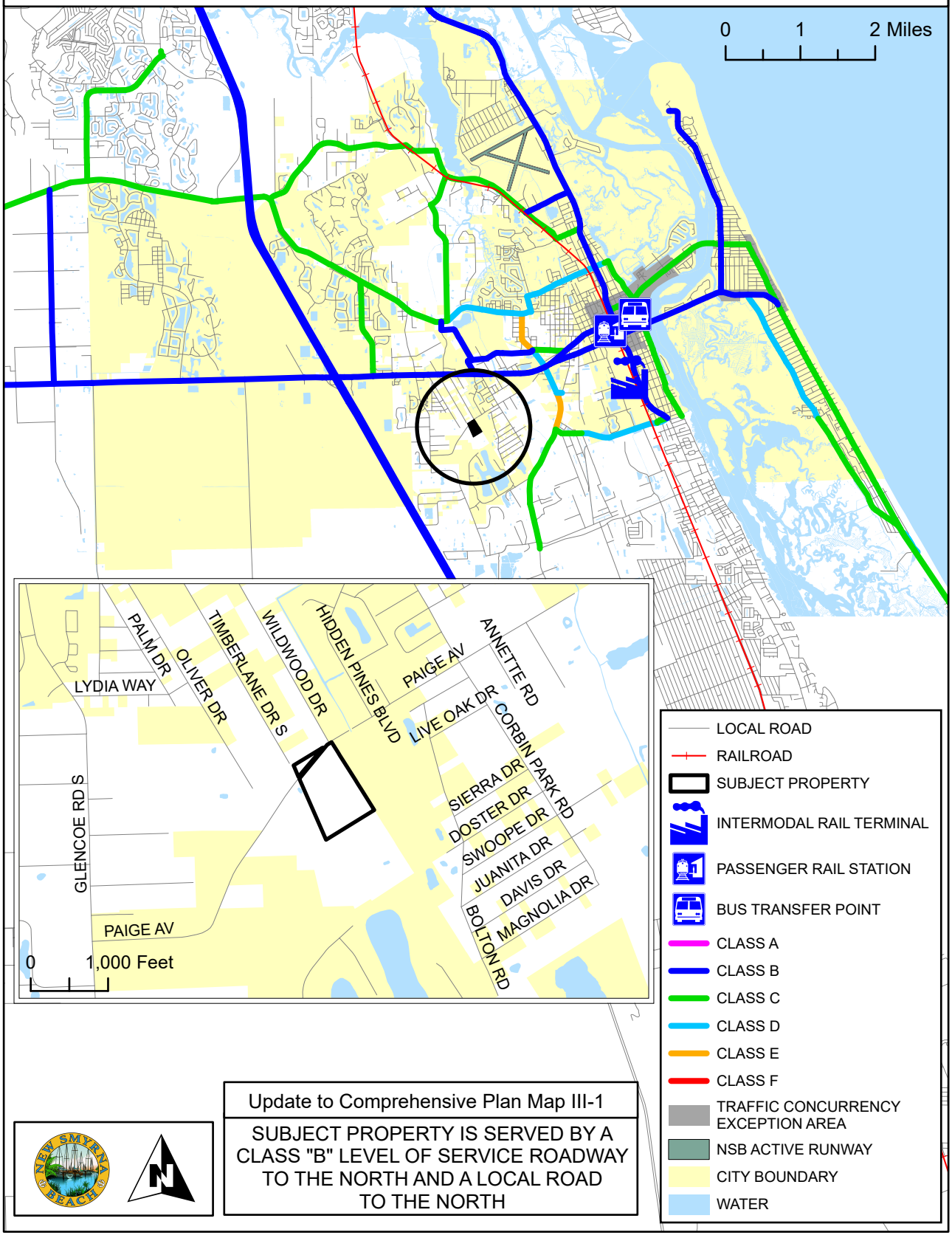


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXISTING LEVEL OF SERVICE - 2009

A-3-25

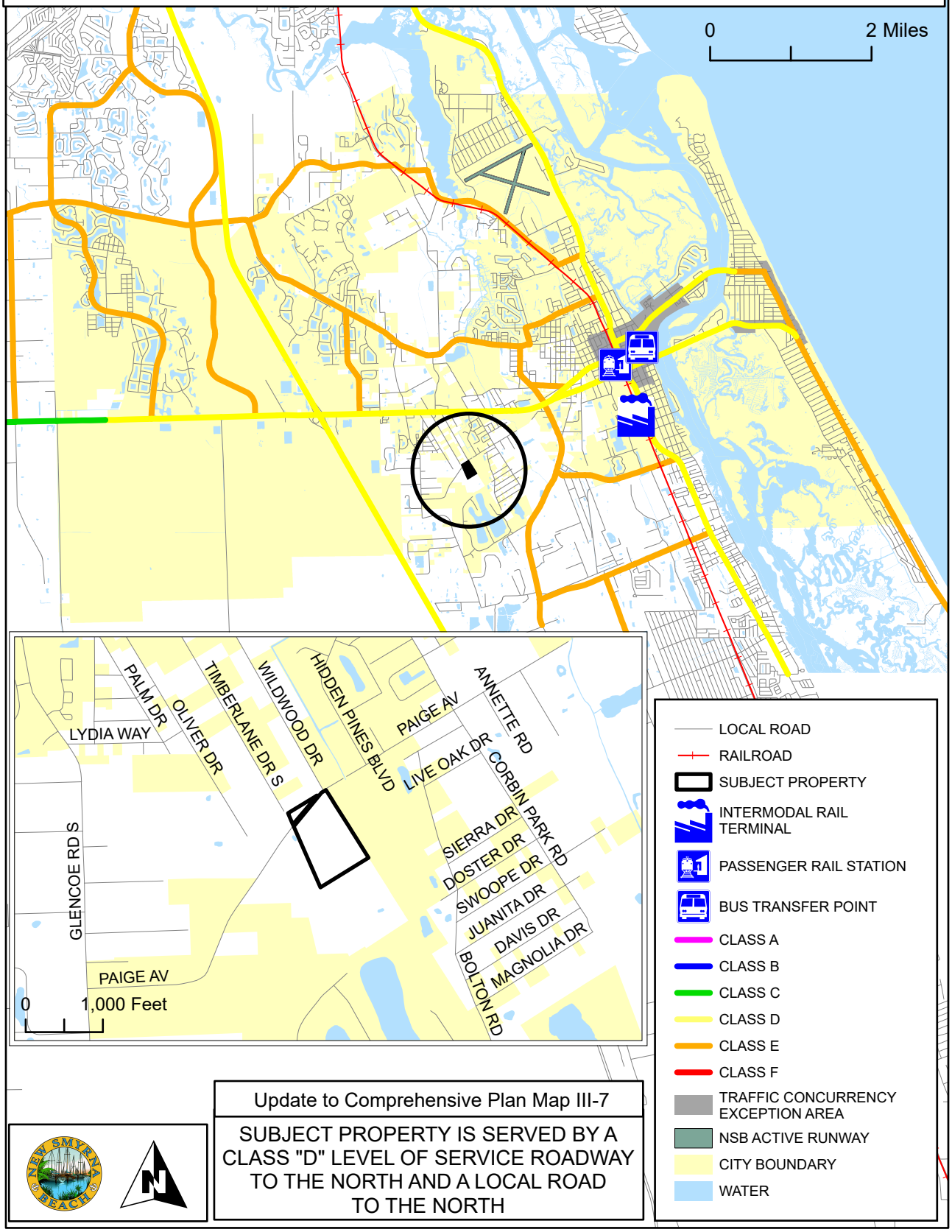


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

LEVEL OF SERVICE - 2025

A-3-25

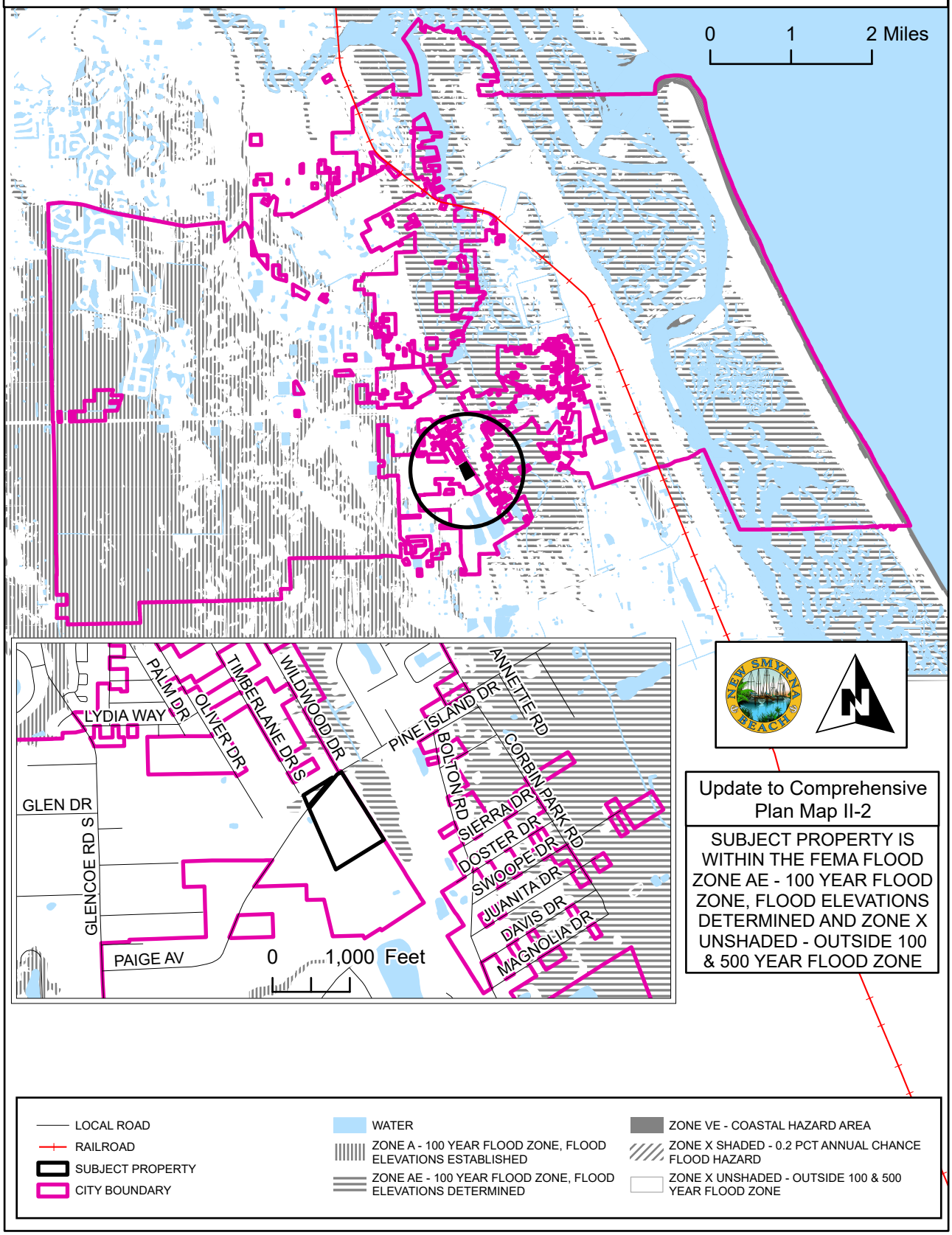


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

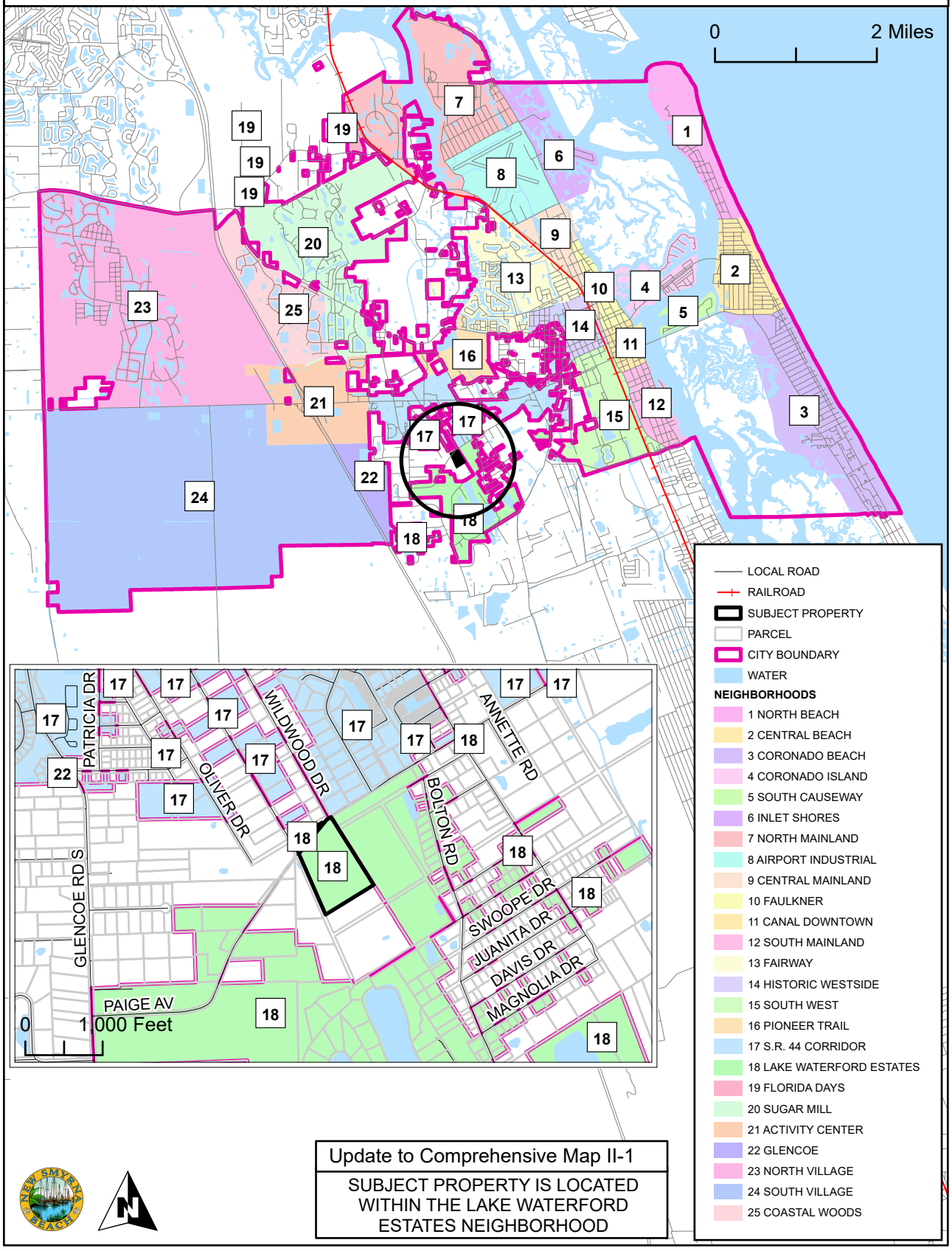
FLOOD PRONE AREAS

A-3-25



NEIGHBORHOODS

A-3-25

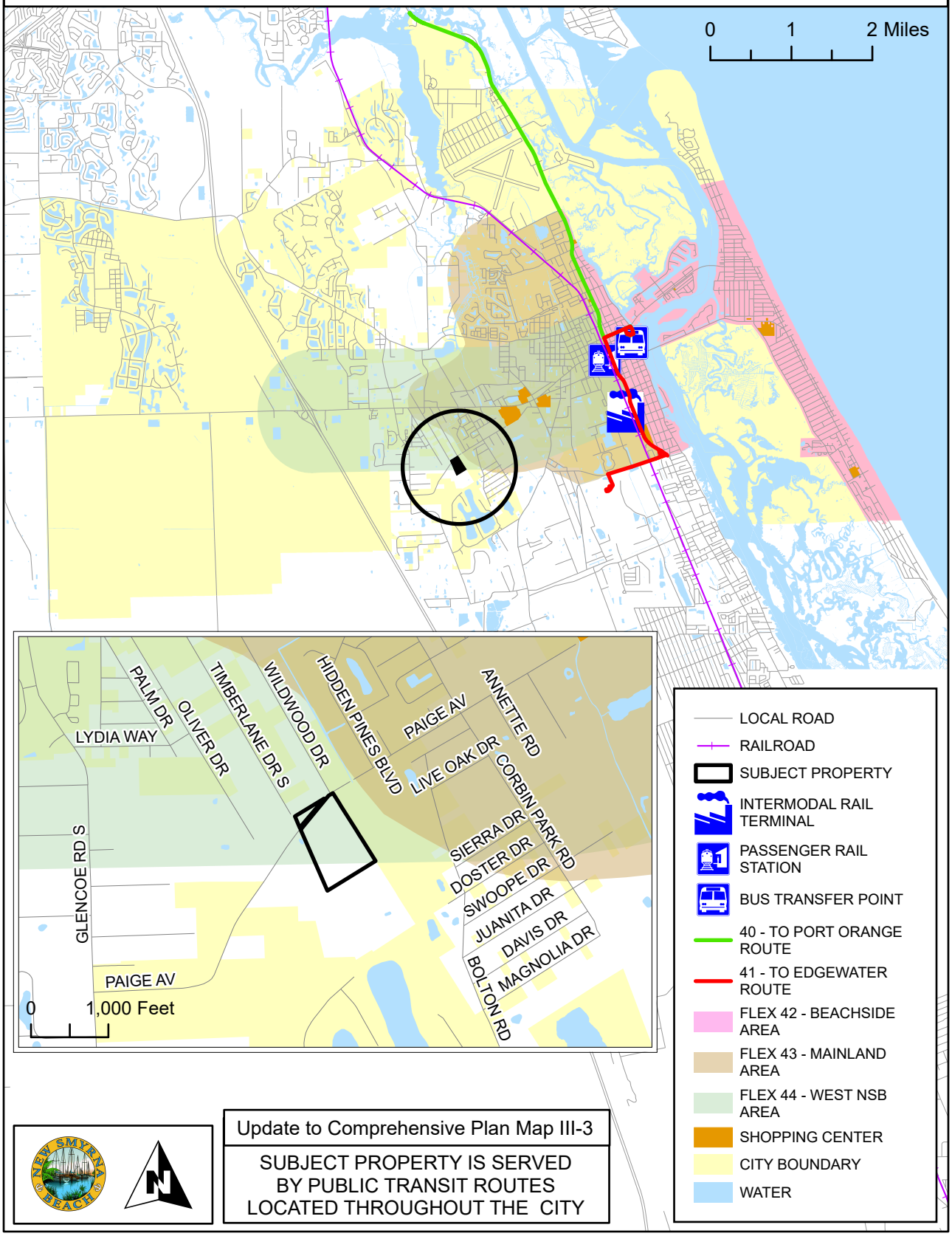


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-3-25

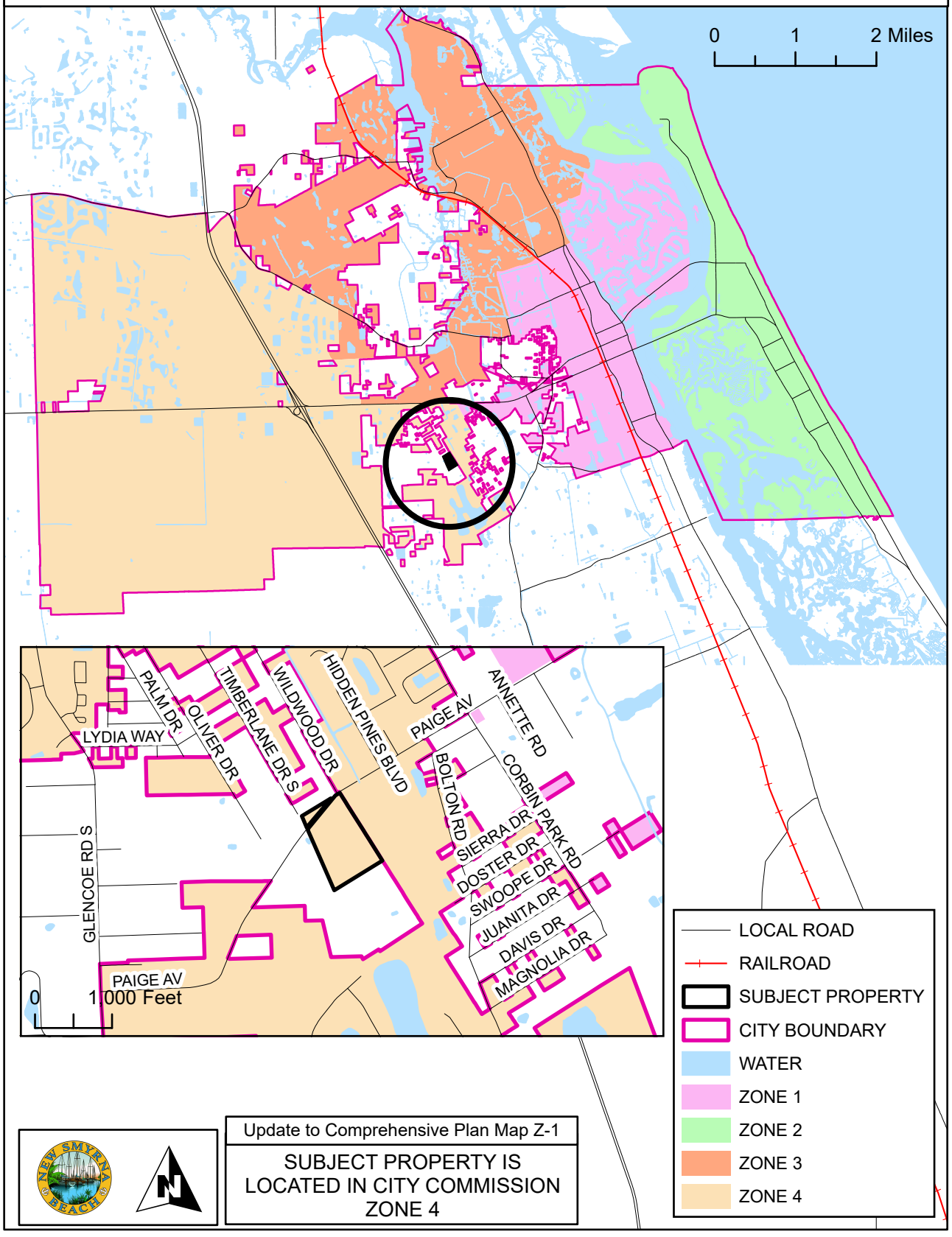


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

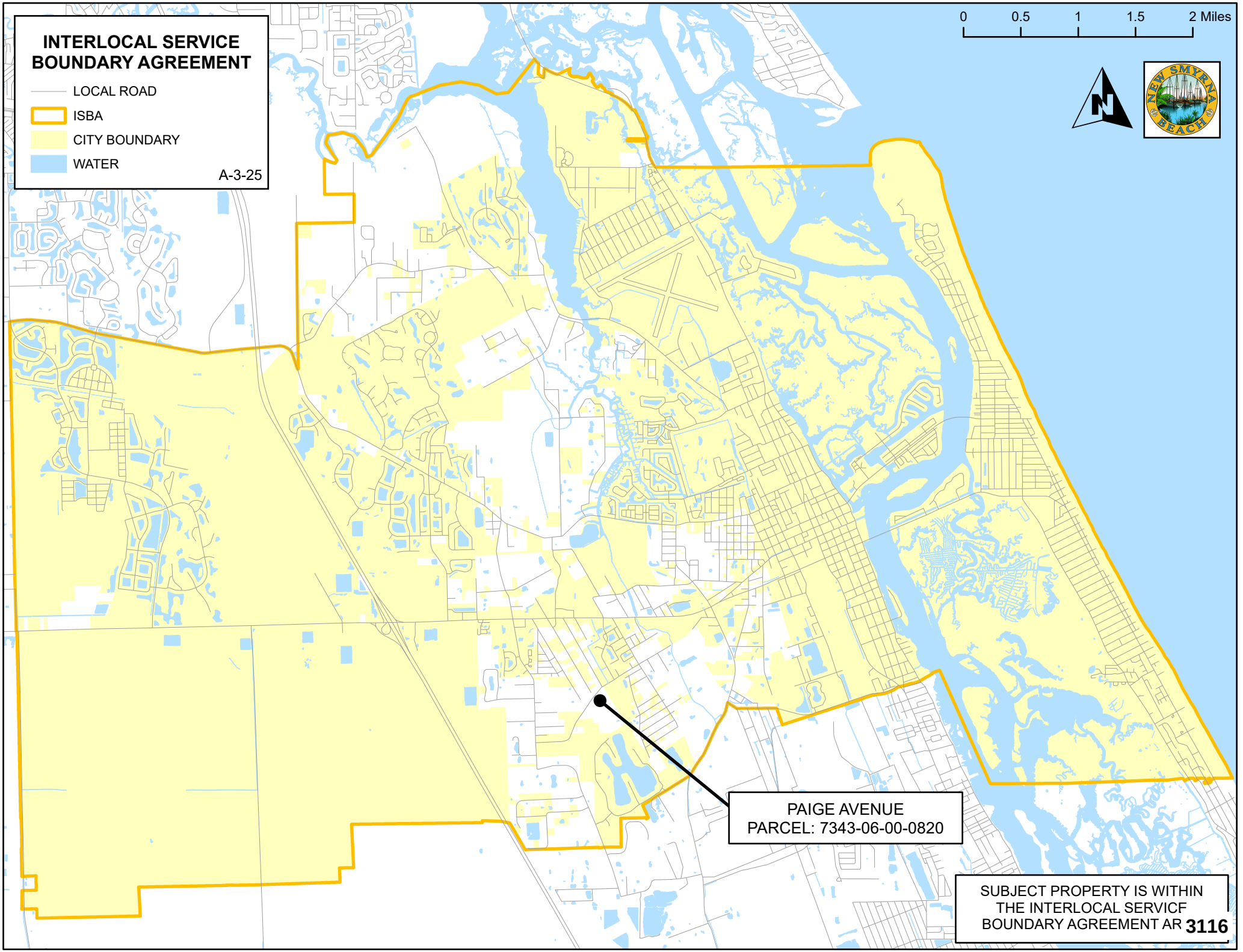
COMMISSION ZONES

A-3-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3116

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25

KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 23-25 Small Scale Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 23-25 revises the City's Comprehensive Plans to show this conservation land in the City's boundaries.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 23-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* AND *LOW IMPACT URBAN* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road, at the terminus of Wildwood and South Timberlane Drives, from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the north; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the north; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the

slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on April 7, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE and Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the north.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the north.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXISTING FUTURE LAND USE DESIGNATIONS

A-3-25

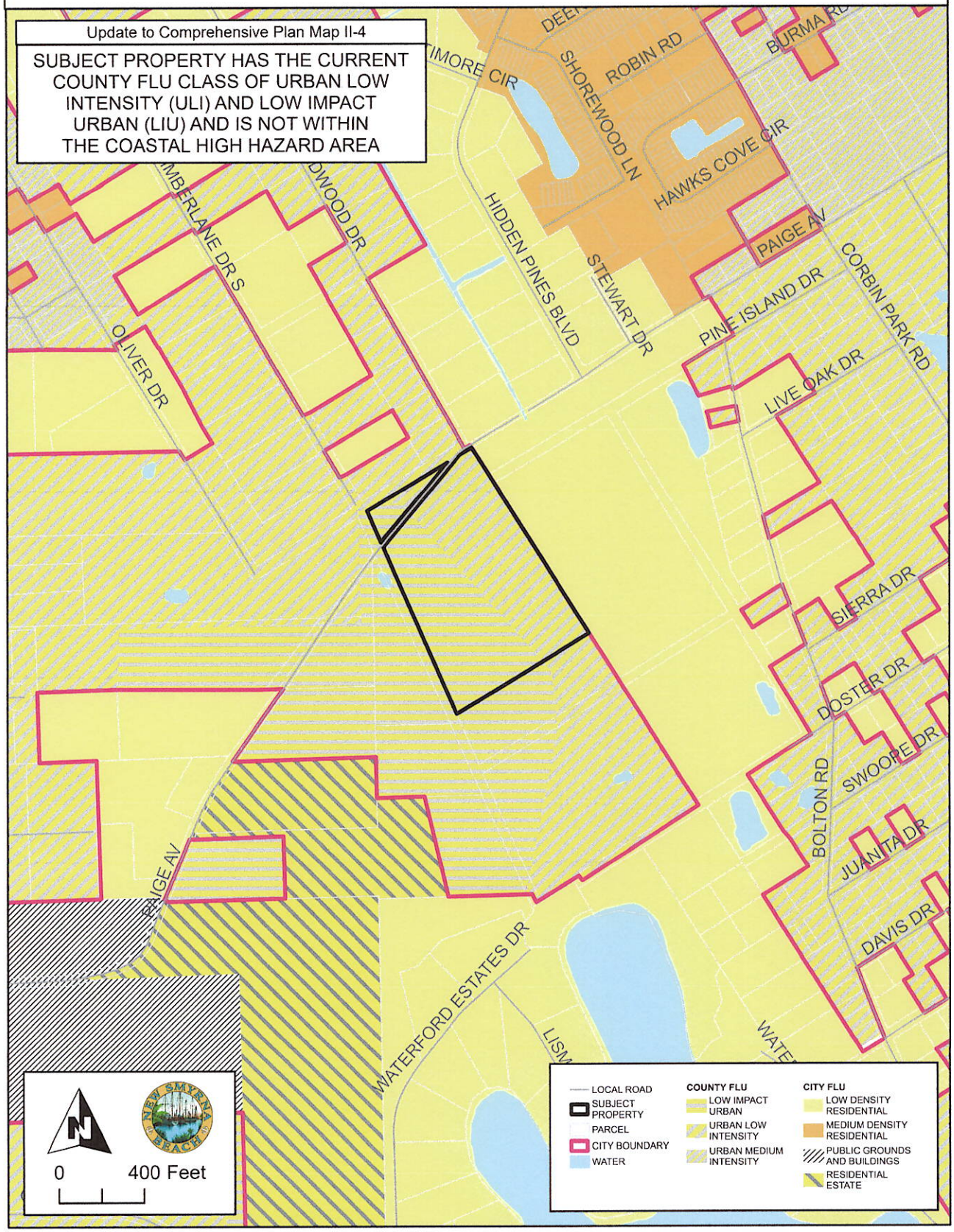


EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-3-25

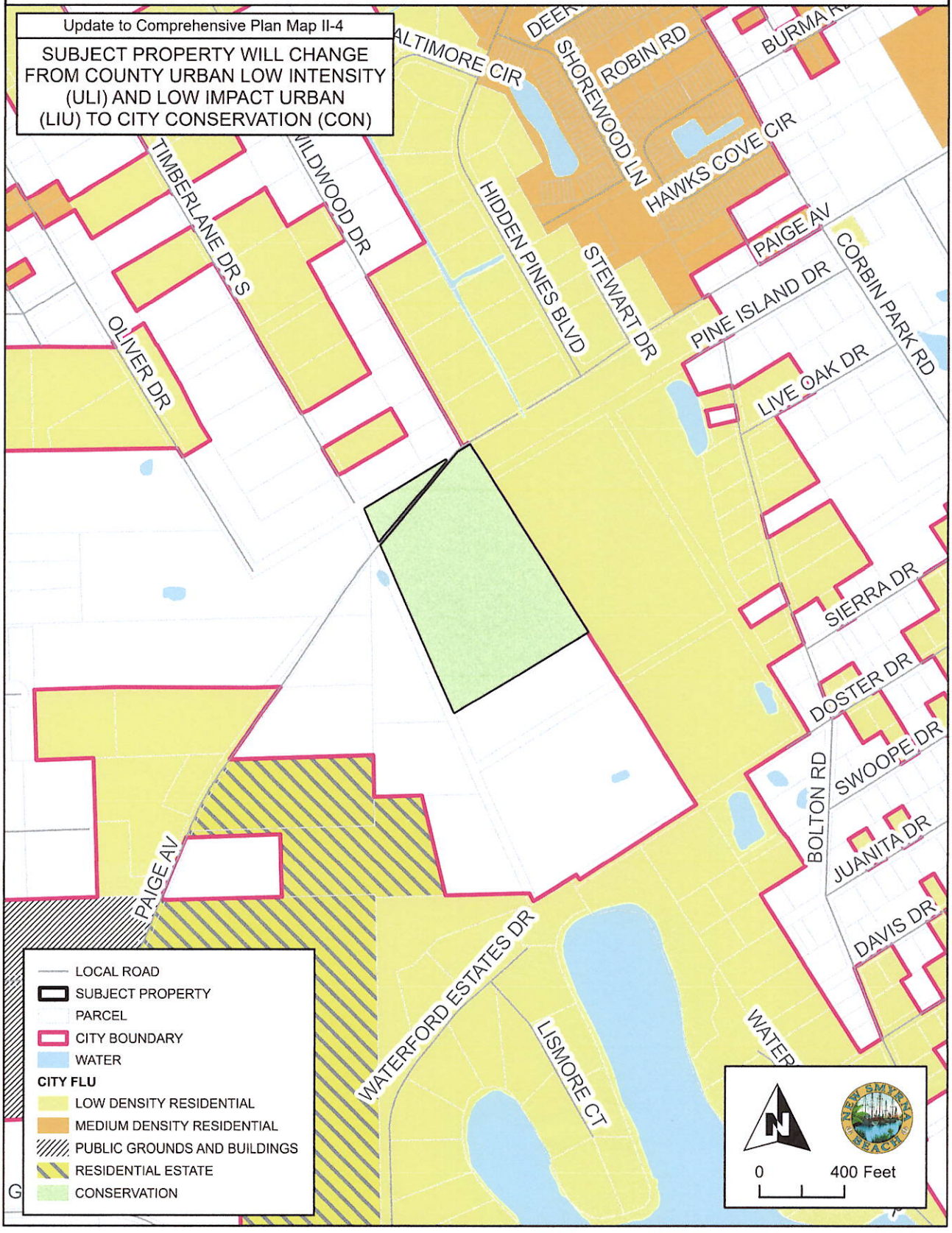


EXHIBIT "B"

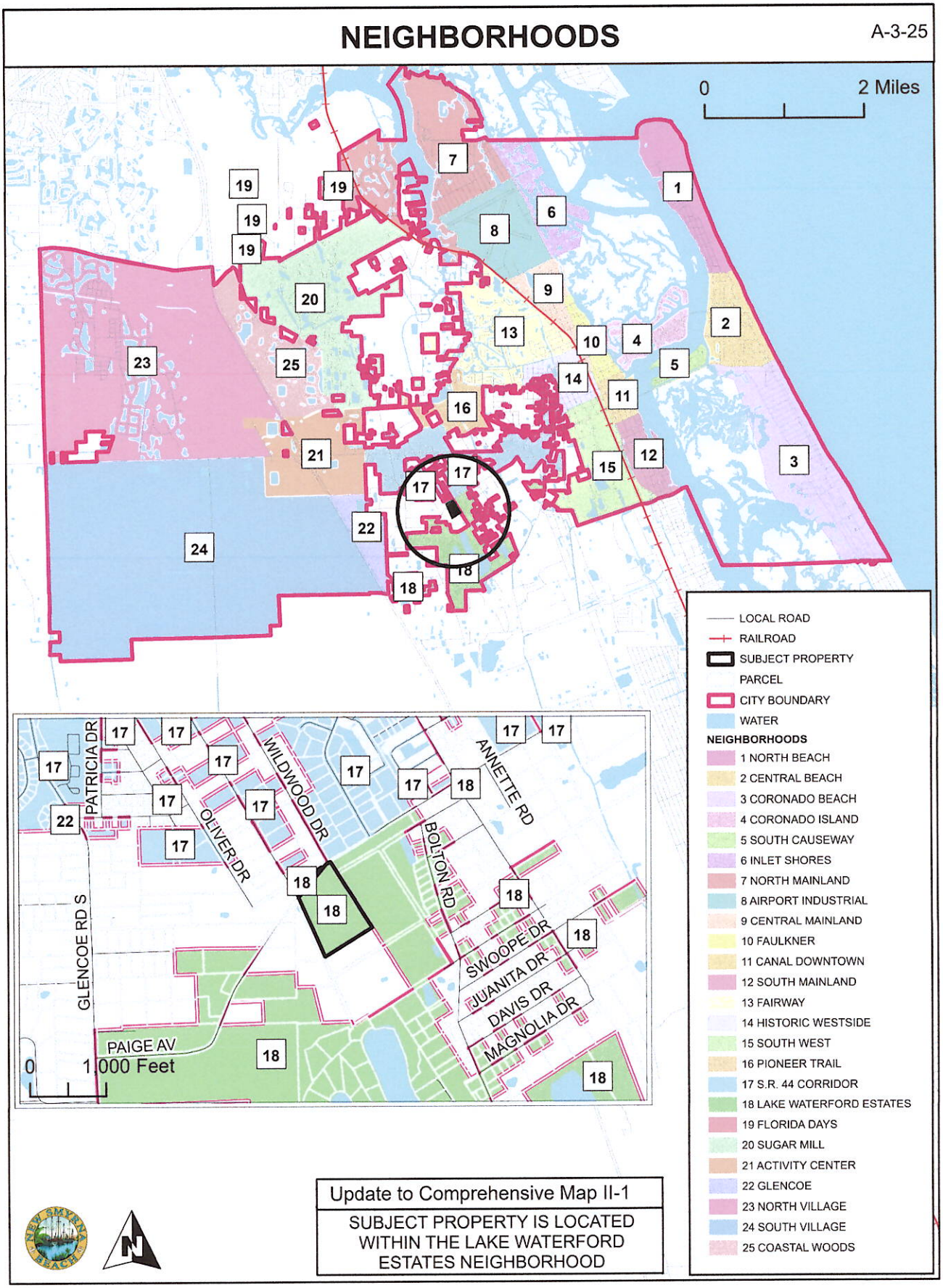
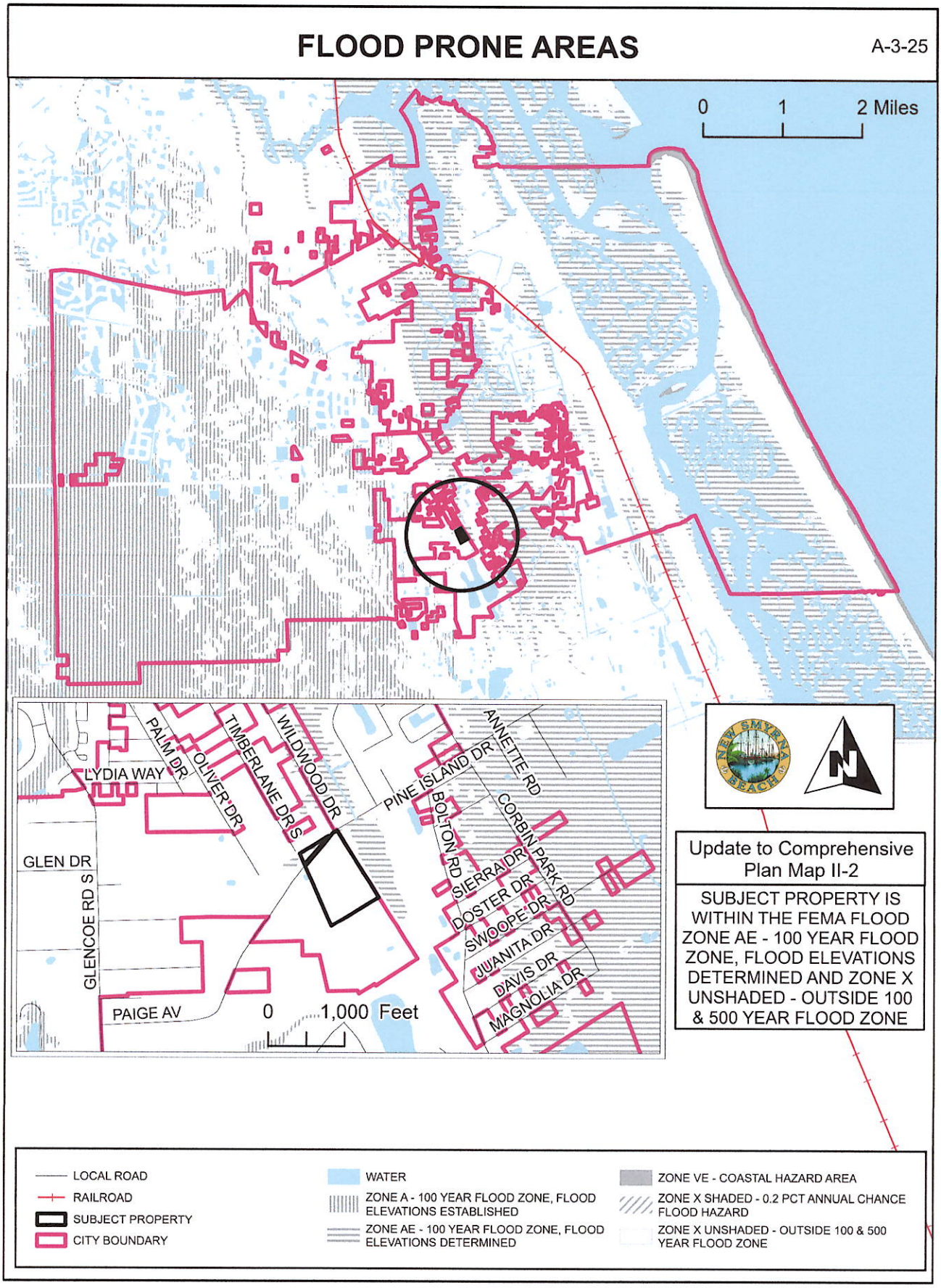

NEIGHBORHOODS
A-3-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
PATRICIA DR
WILDWOOD DR
ANNETTE RD
OLIVER DR
BOLTON RD
GLENCOE RD S
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
PAIGE AV
0
1,000 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"


FLOOD PRONE AREAS
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
PINE ISLAND DR
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLEN DR
GLENCOE RD S
PAIGE AV
0
1,000 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXISTING LAND USE DESIGNATIONS

A-3-25

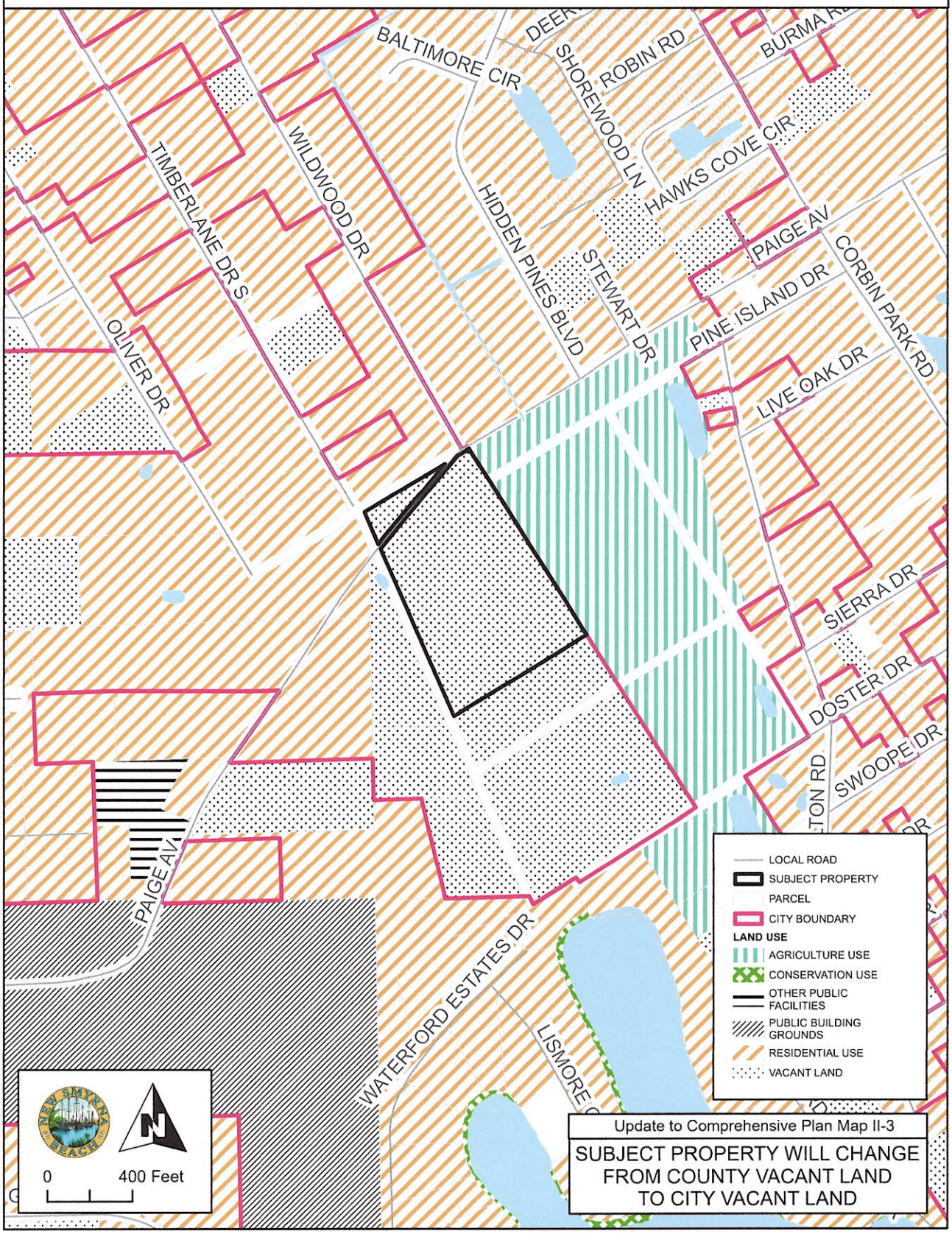
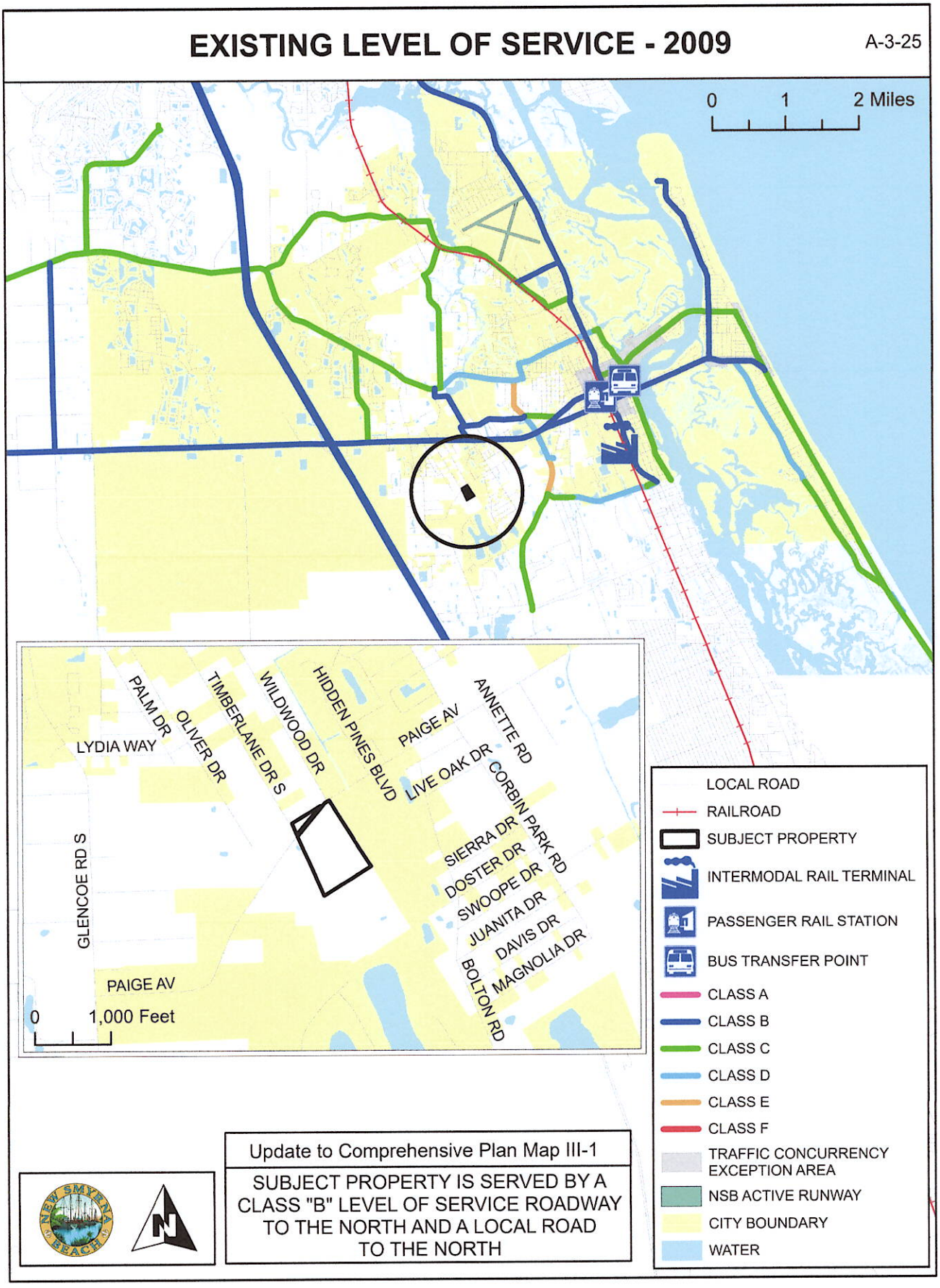
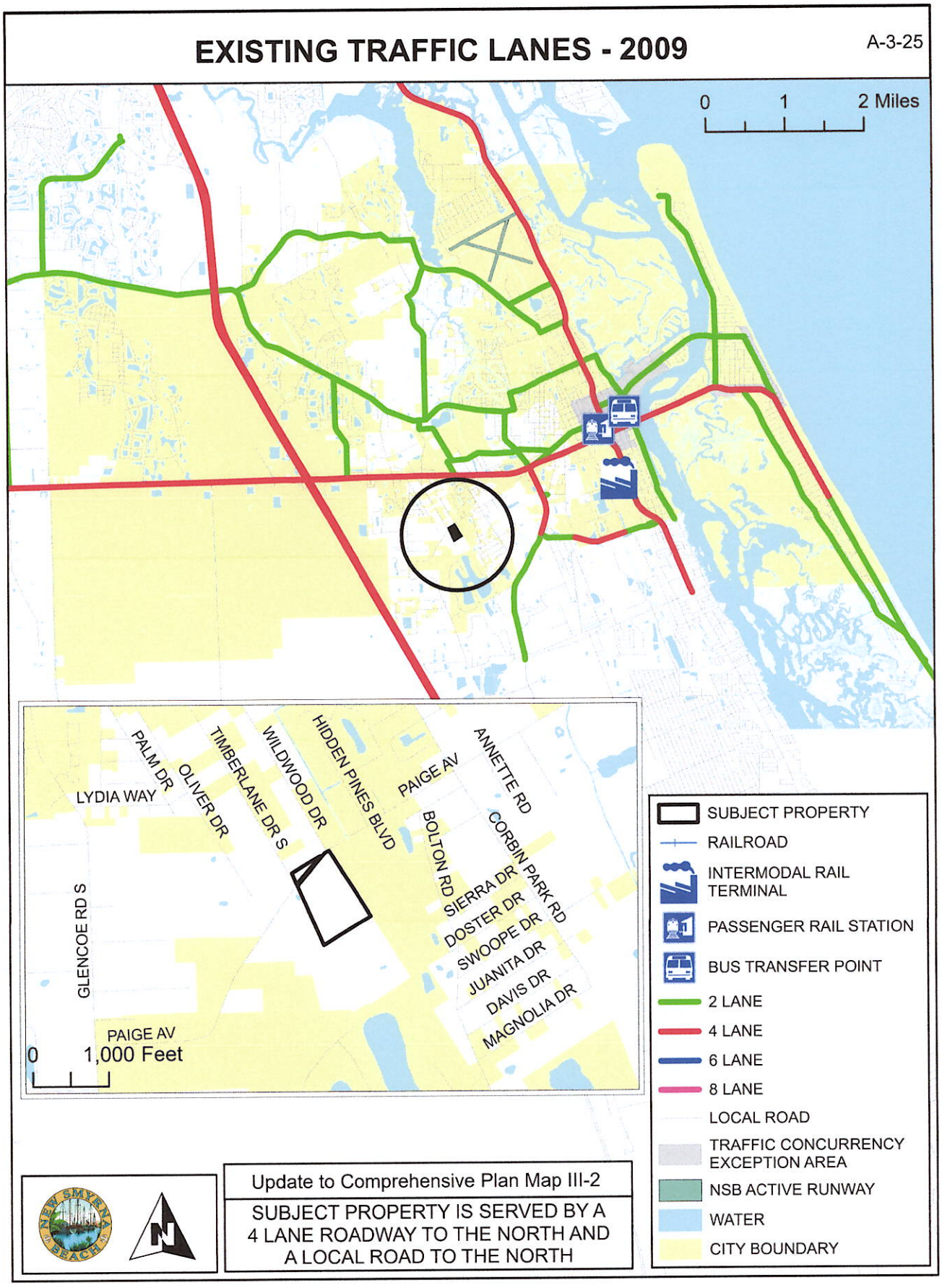


EXHIBIT "E"


EXISTING LEVEL OF SERVICE - 2009
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


EXISTING TRAFFIC LANES - 2009
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

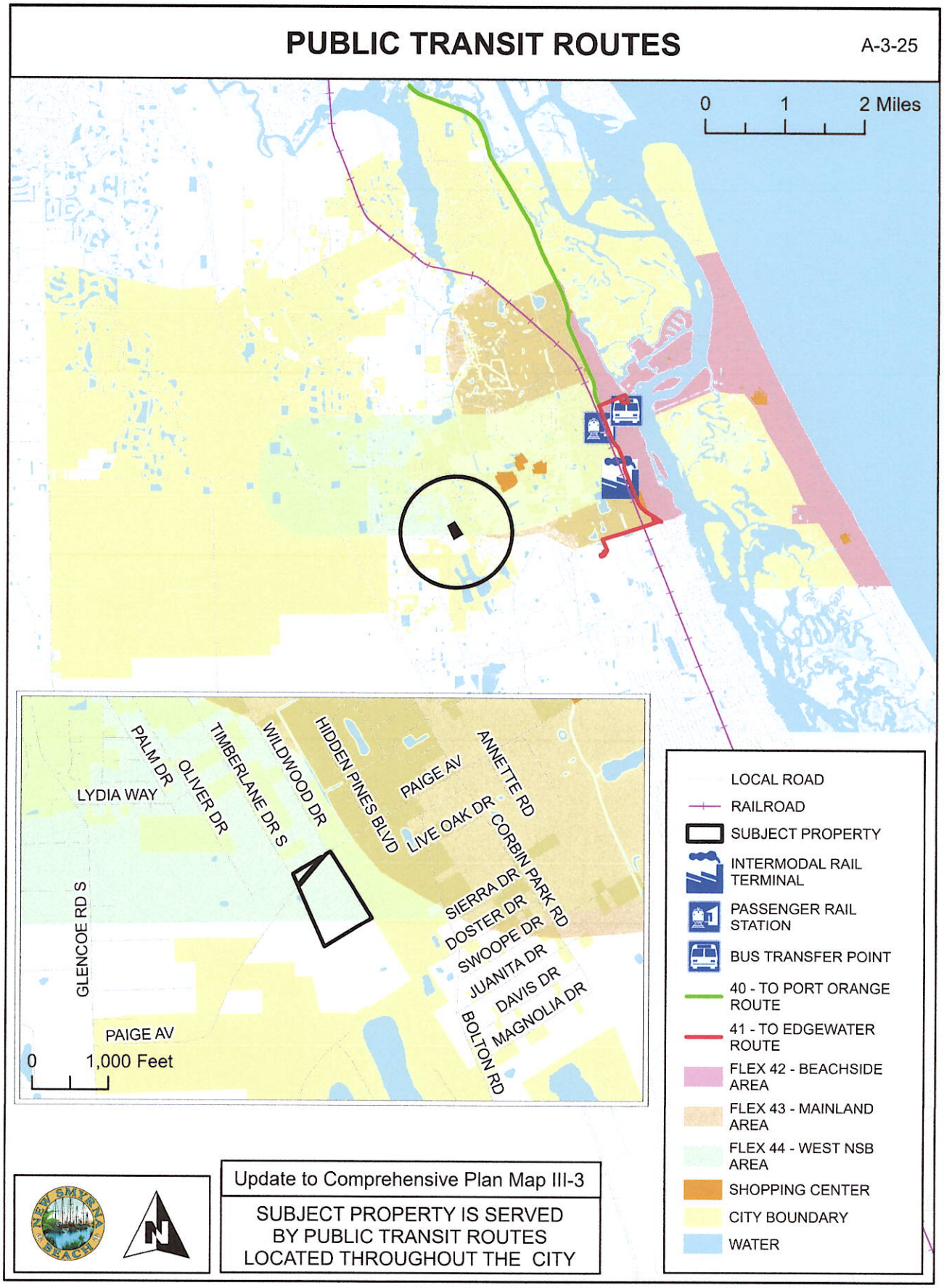

PUBLIC TRANSIT ROUTES
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

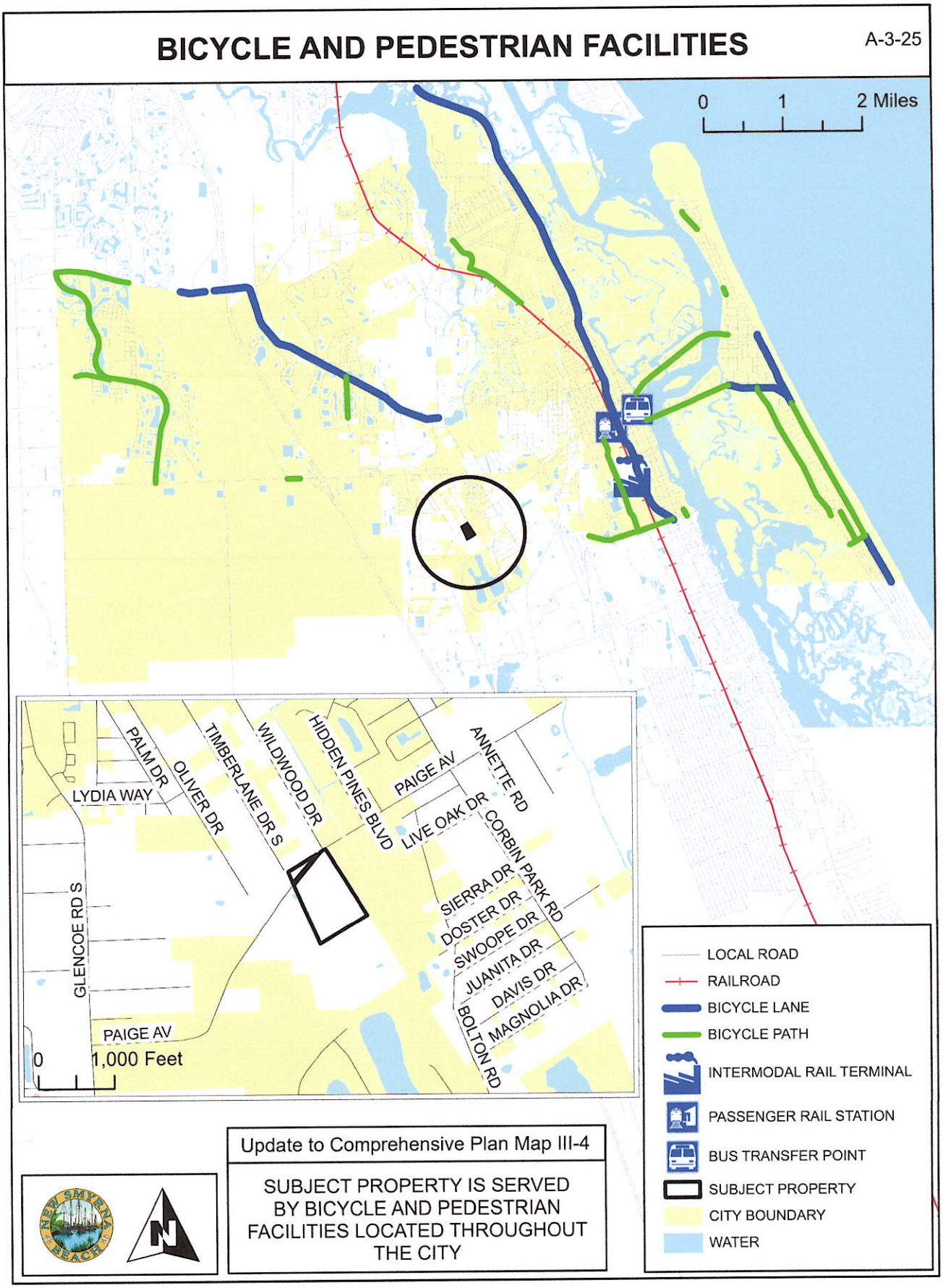
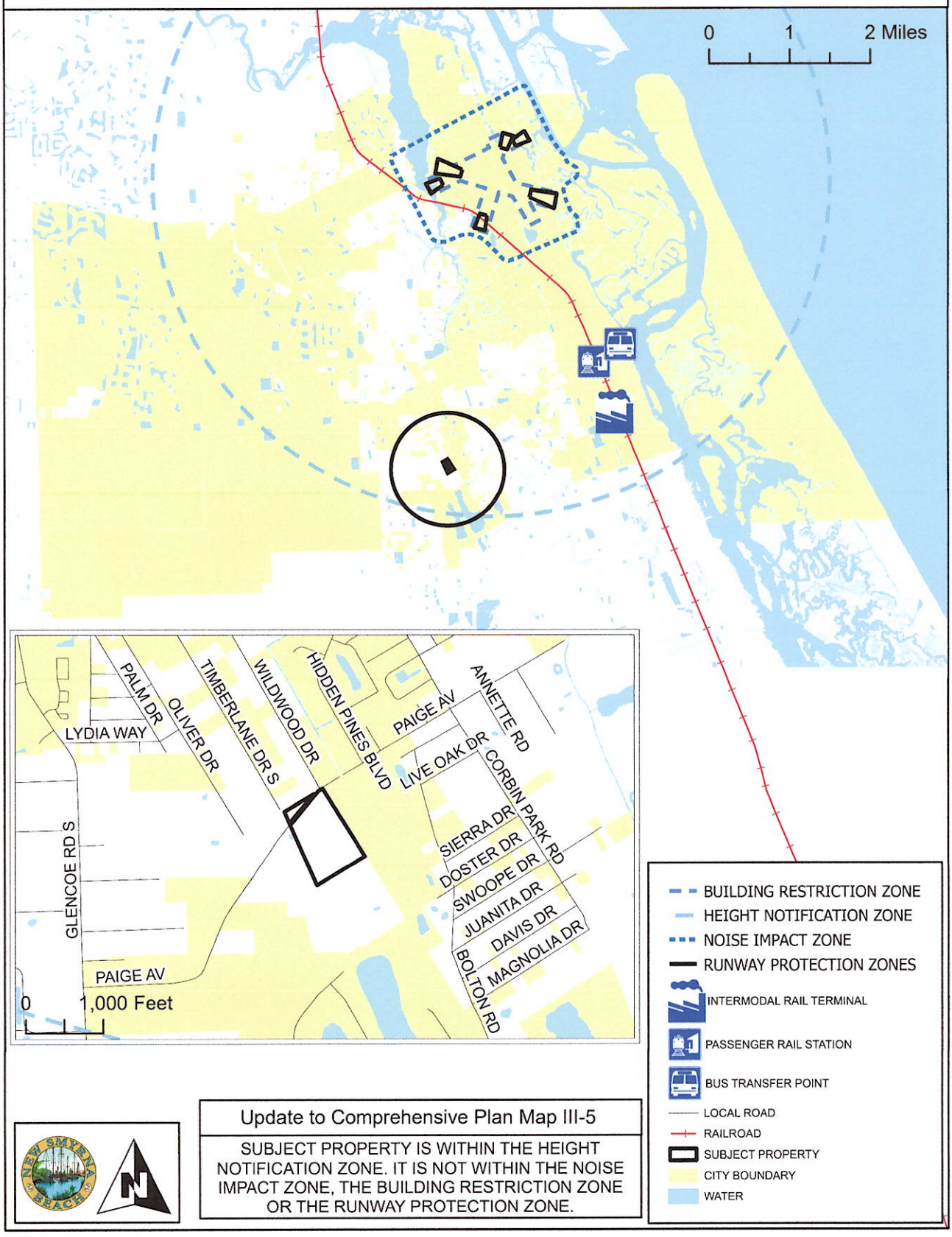

BICYCLE AND PEDESTRIAN FACILITIES
A-3-25
0 1 2 Miles
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
LIVE OAK DR
CORBIN PARK RD
LYDIA WAY
GLENCOE RD S
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-3-25



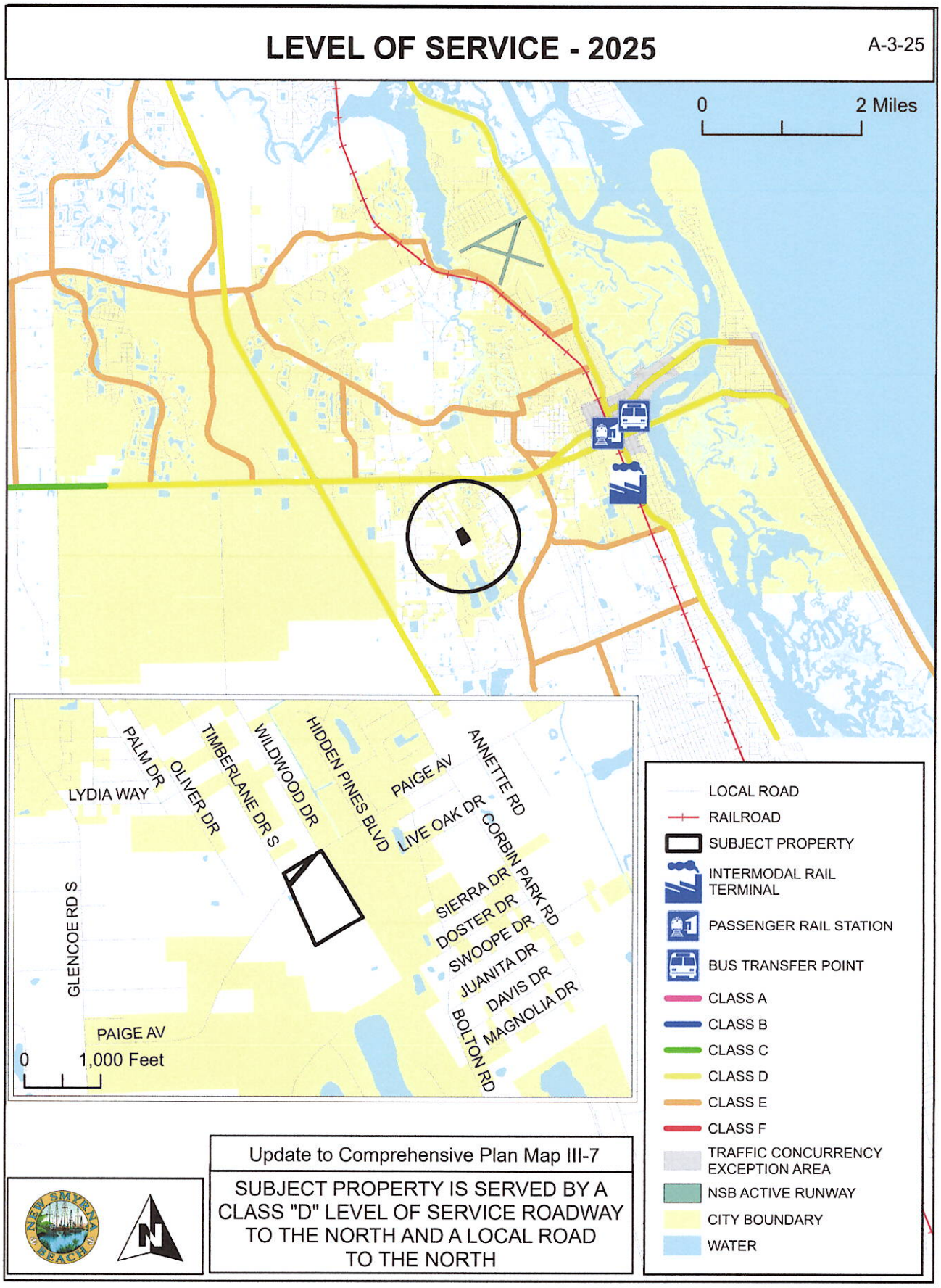
Update to Comprehensive Plan Map III-5

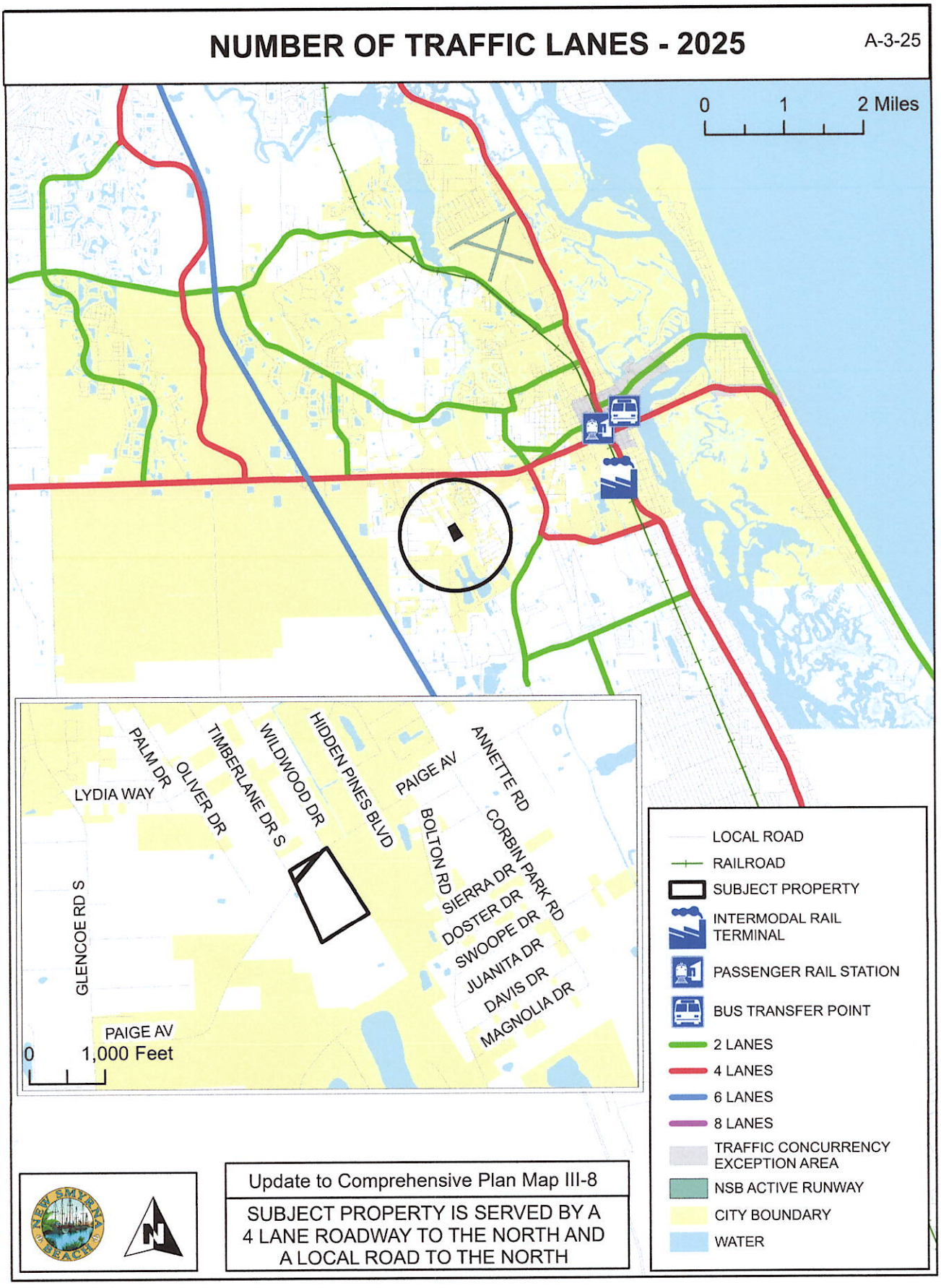
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

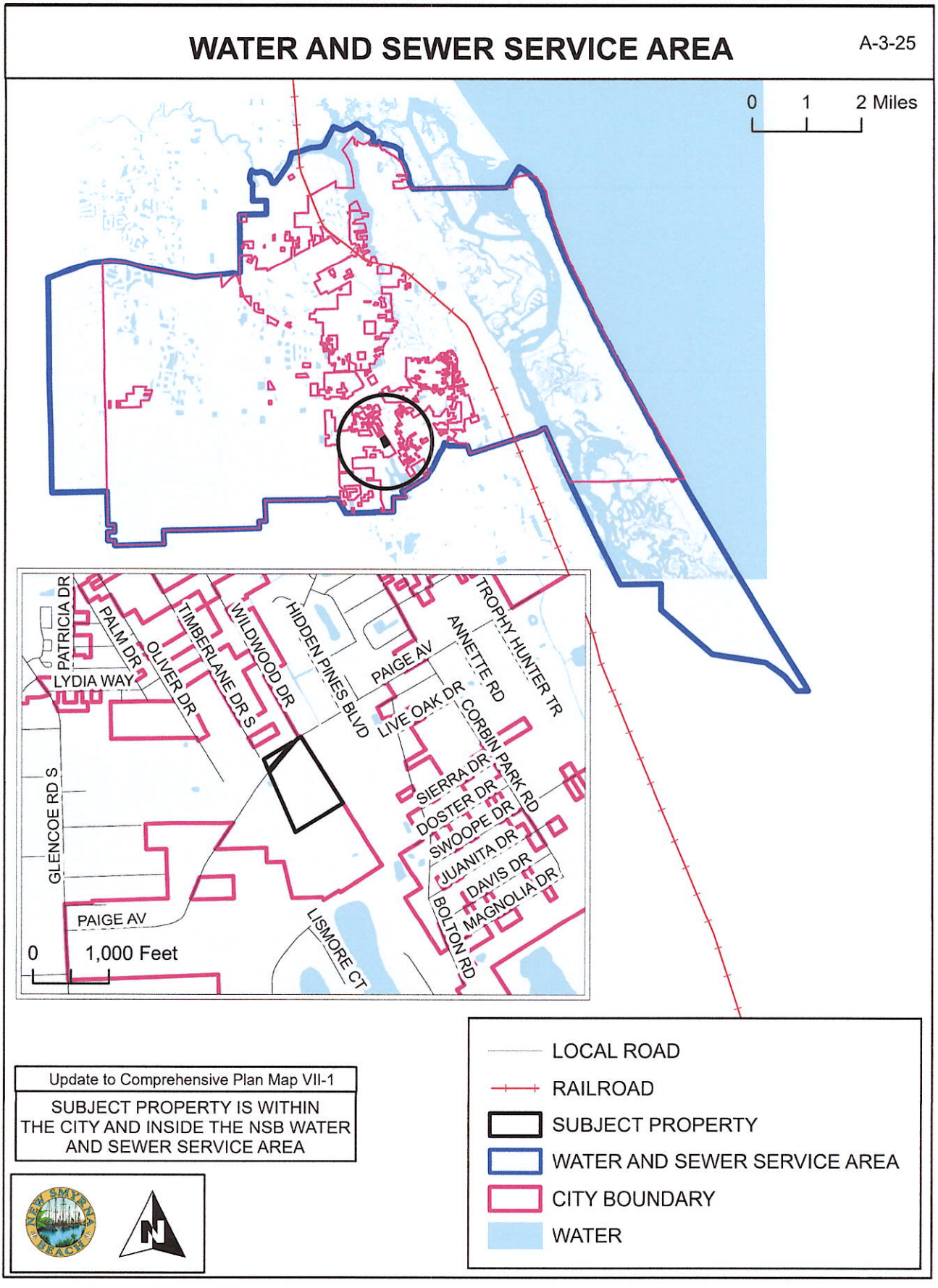
EXHIBIT "J"


EVACUATION ROUTES
A-3-25
0 1 2 Miles
TECCA DR
EL BISHOP DR
CLAIRE AVE
LYDIA WAY
HUGH DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
DEERFIELD BRANCH
PINES BLVD
HAWKSHEAD DR
DOVE CT
PAIGE AV
E ISLAND DR
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
WATERFORD ESTATES DR
WATERFORD ES
ISMORE CT
ENCOE CT
GLEN DR
WESTWOOD DR
TIMBER VIEW DR
ENVIEW DR
GLENSIDE DR
HUMANE SOCIETY ROAD
ENHAVEN ST
0 1,000 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"


LEVEL OF SERVICE - 2025
A-3-25
0
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


NUMBER OF TRAFFIC LANES - 2025
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
BOLTON RD
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


WATER AND SEWER SERVICE AREA
A-3-25
0 1 2 Miles
PATRICIA DR
PALM DR
LYDIA WAY
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
PAIGE AV
0 1,000 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

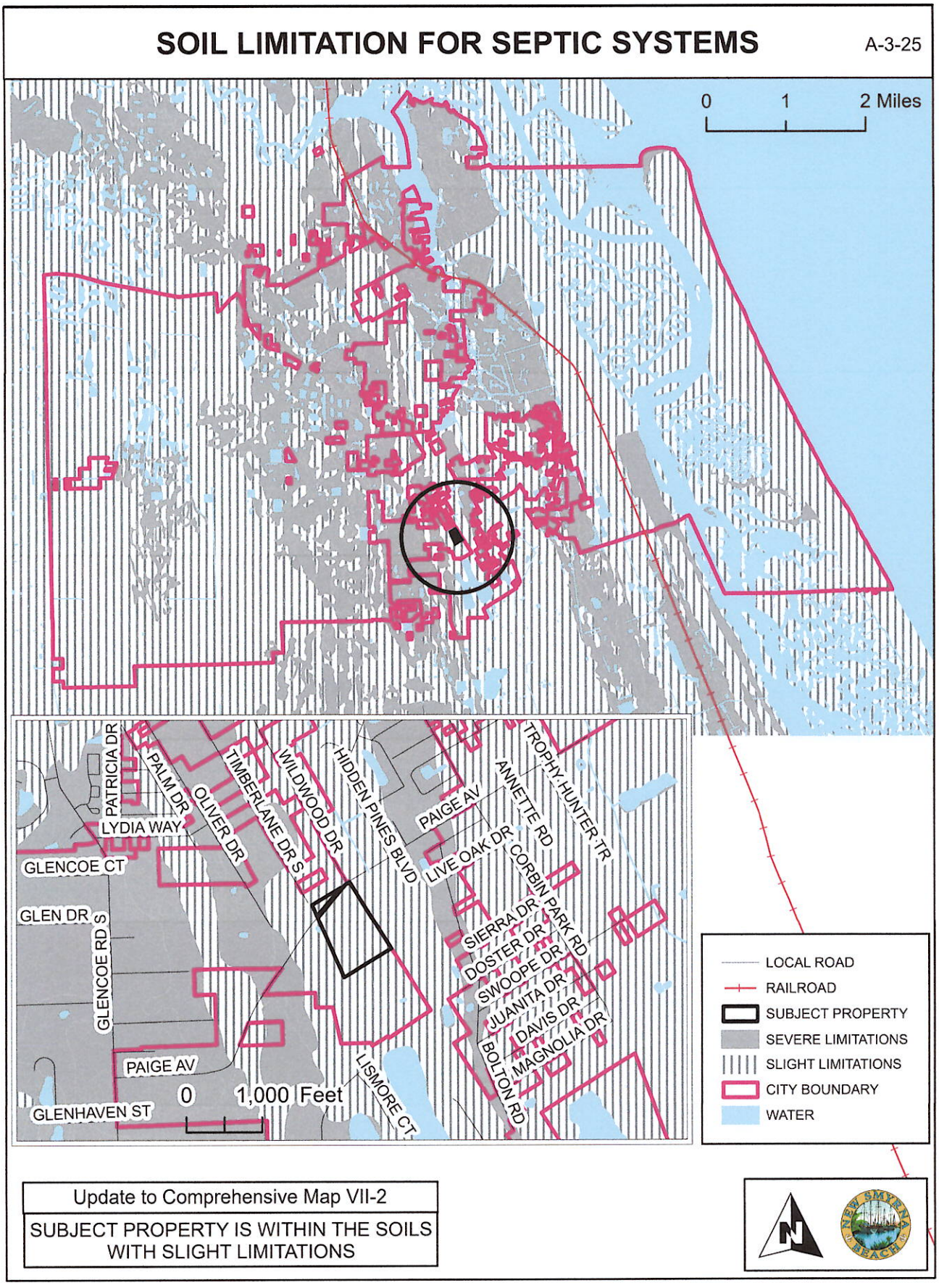

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-3-25
0
1
2 Miles
PATRICIA DR
PALM DR
LYDIA WAY
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE CT
GLEN DR
GLENCOE RD S
PAIGE AV
GLENHAVEN ST
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

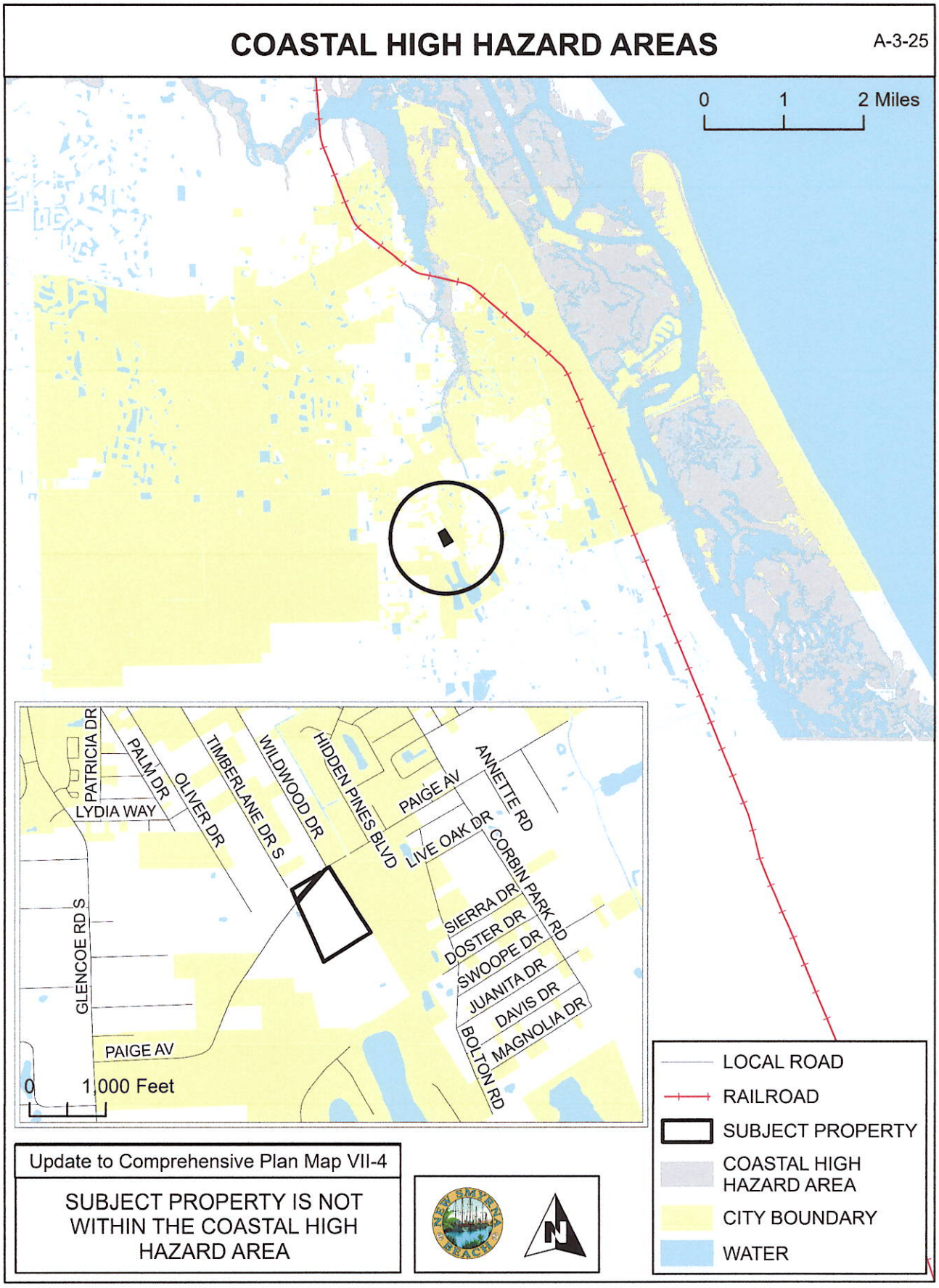

COASTAL HIGH HAZARD AREAS
A-3-25
0 1 2 Miles
PATRICIA DR
PALM DR
LYDIA WAY
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EXHIBIT "P"

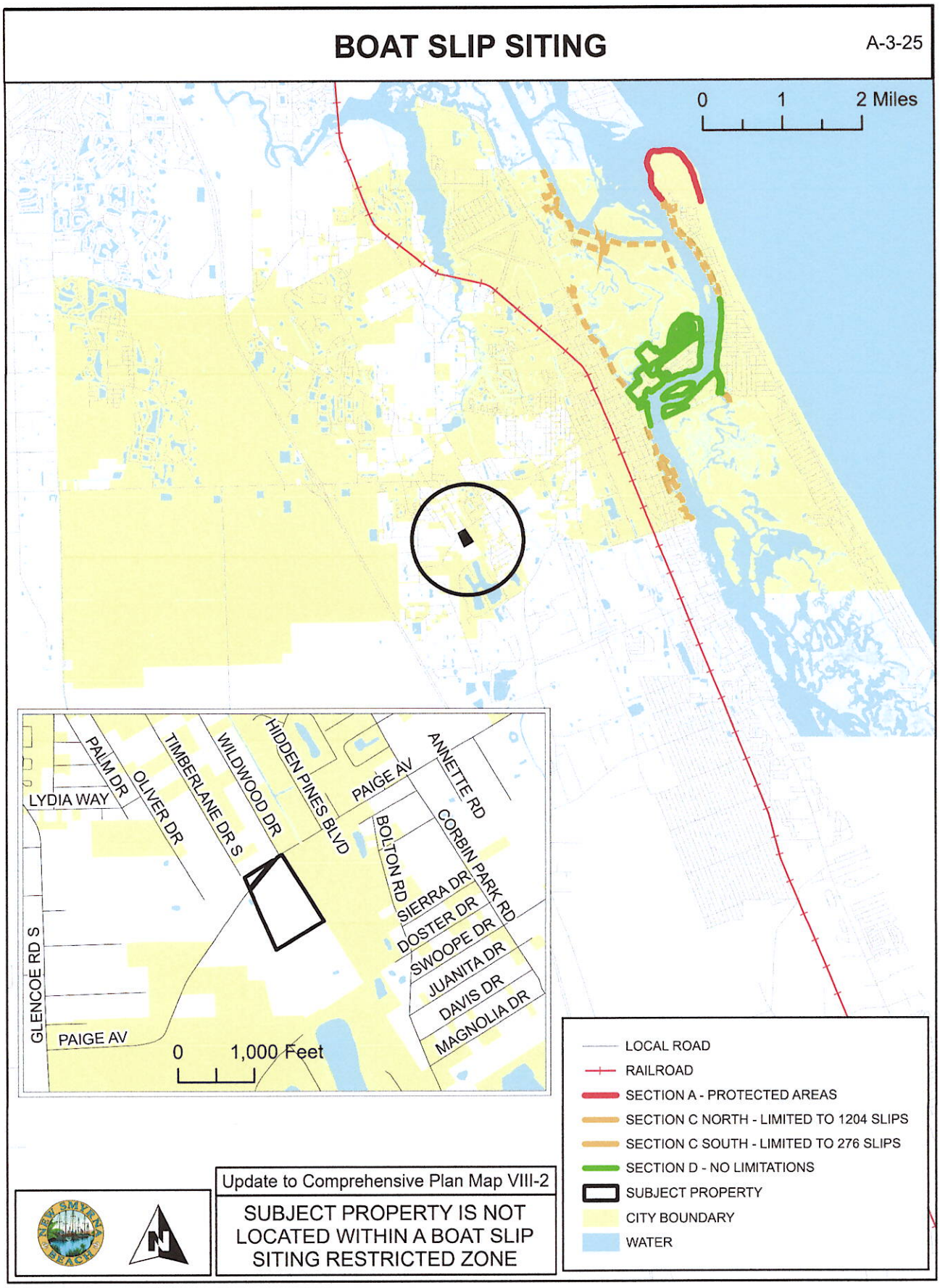

BOAT SLIP SITING
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

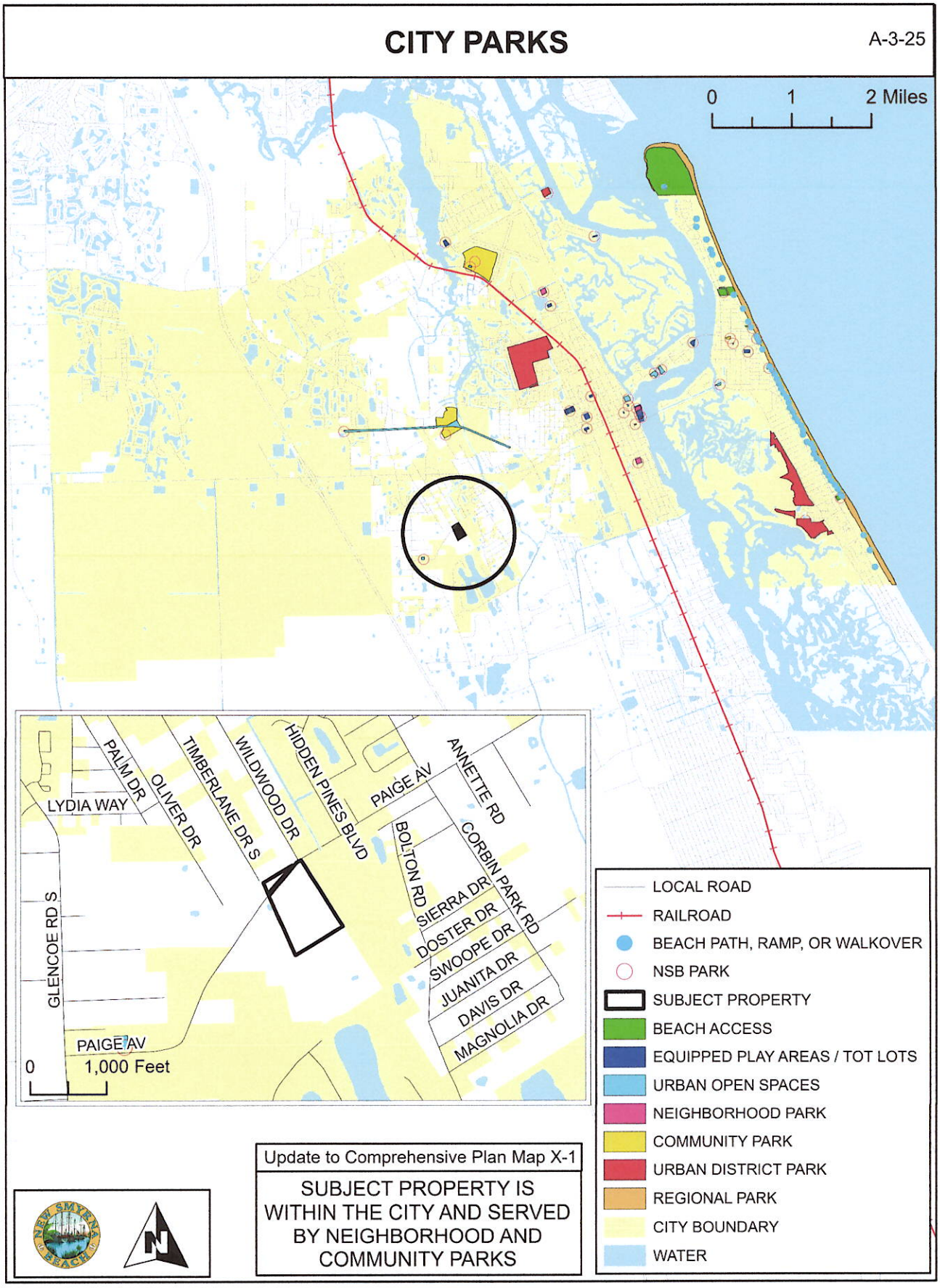
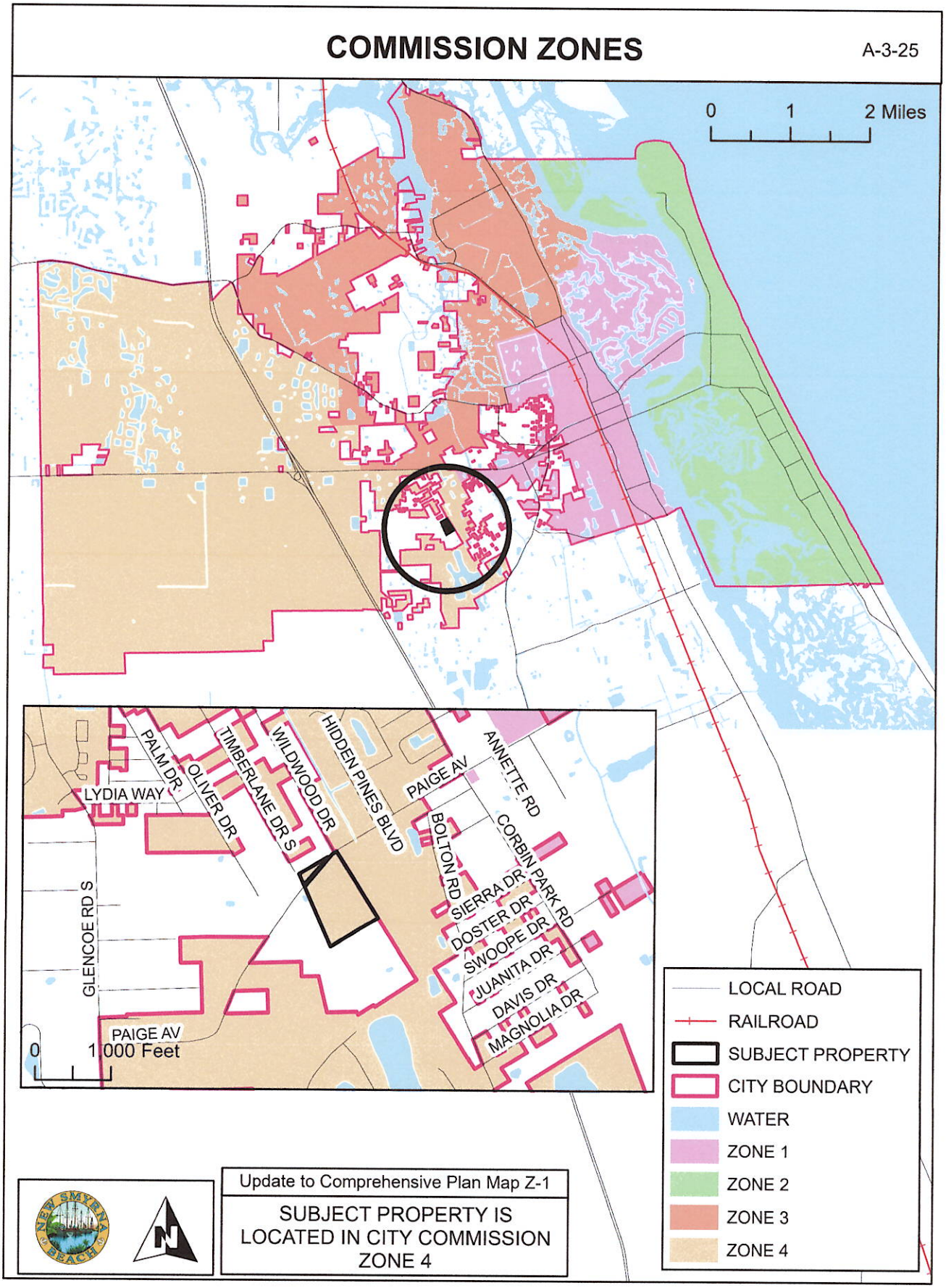

CITY PARKS
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
CORBIN PARK RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 24-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 18.18 ± ACRES OF LAND LOCATED ON PAIGE AVENUE TO CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designation of R-3 and R-3(1), Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of Conservation with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County FLU category is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City Future Land Use category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Special Warranty Deed are attached as **Exhibits I** and **J**. A declaration of Restricted Covenant is attached as **Exhibit K**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department recommends that the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

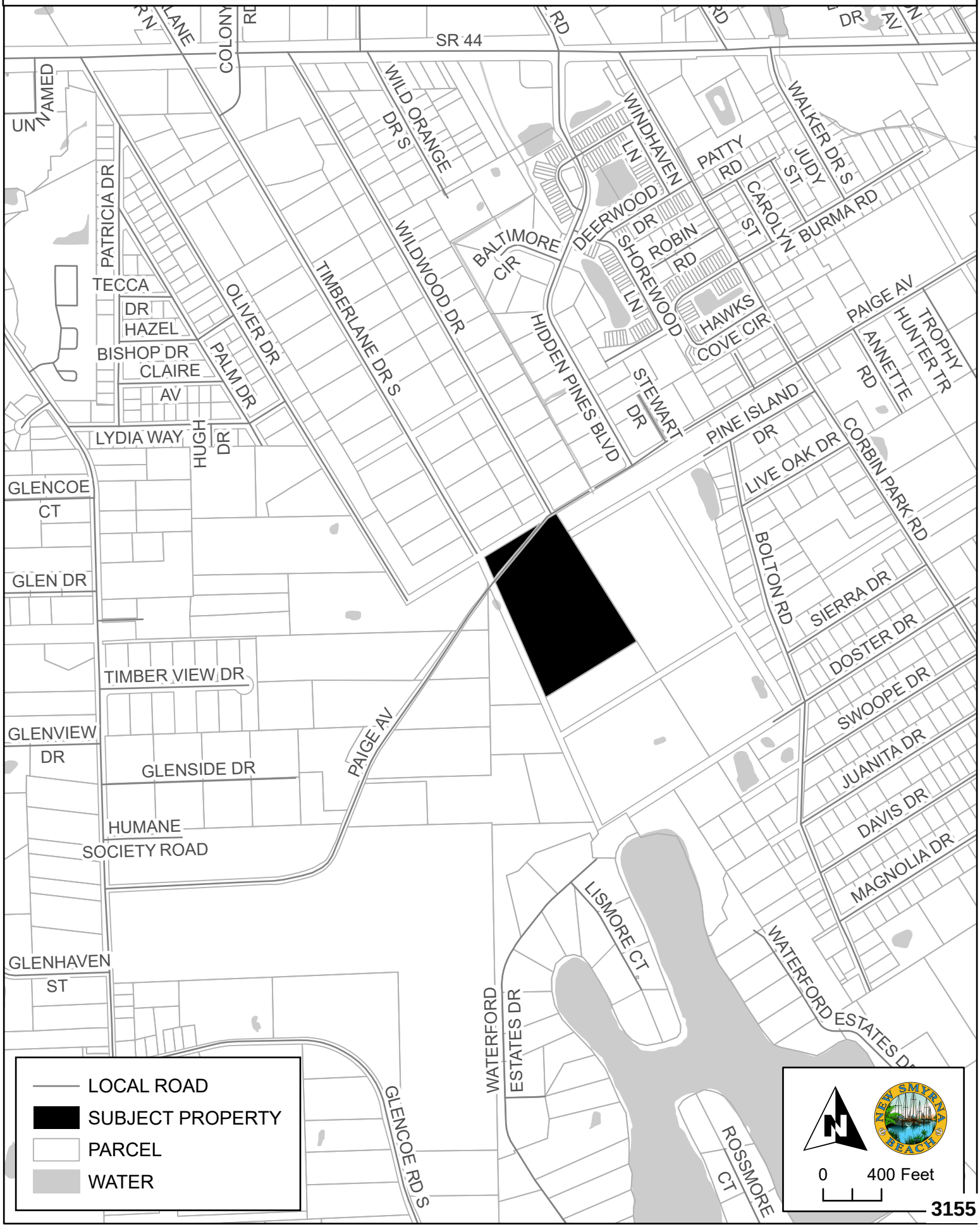
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-3 Zoning.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Special Warranty Deed.pdf
Exhibit K Dedication to Public Use.pdf
Business Impact Estimate - Ord 24-25 Paige Ave.pdf
Ord 24-25 Rezoning Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP



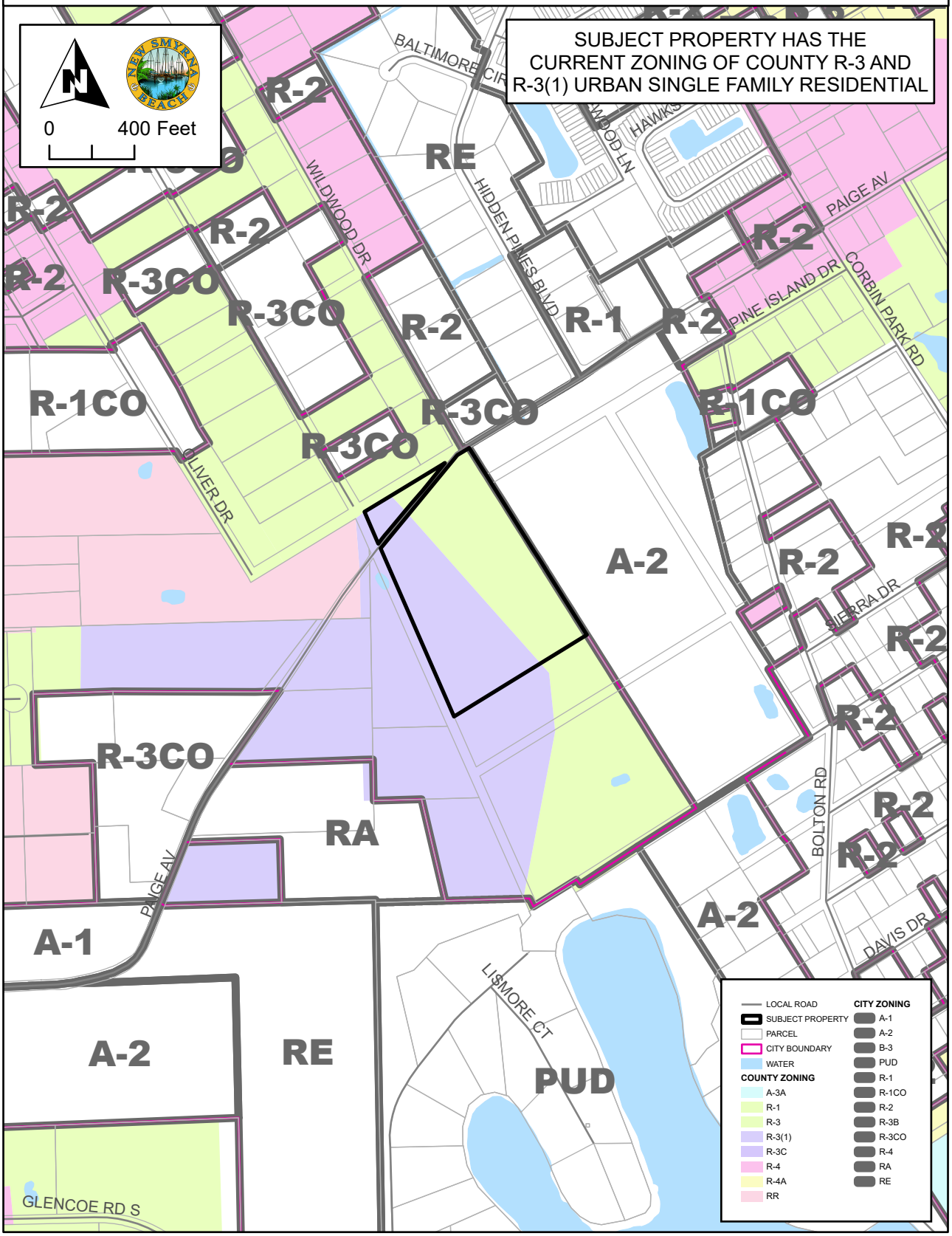
3155

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



EXISTING ZONING

A-3-25



R-3 URBAN SINGLE-FAMILY

RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-3 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structure: In the R-3 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 10,000 square feet.

Width: 85 feet.

Minimum yard size:

Front yard: 30 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

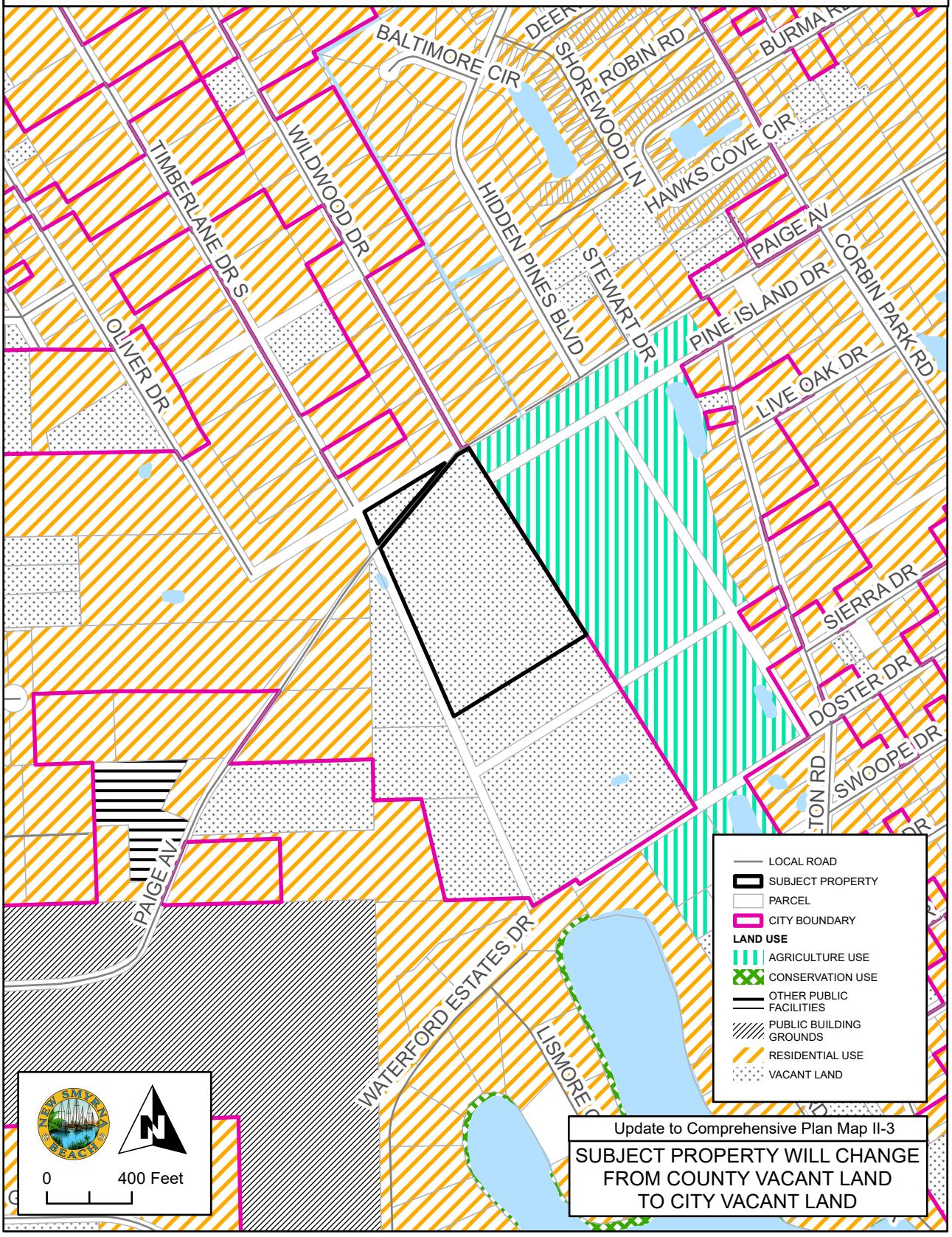
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-3-25



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

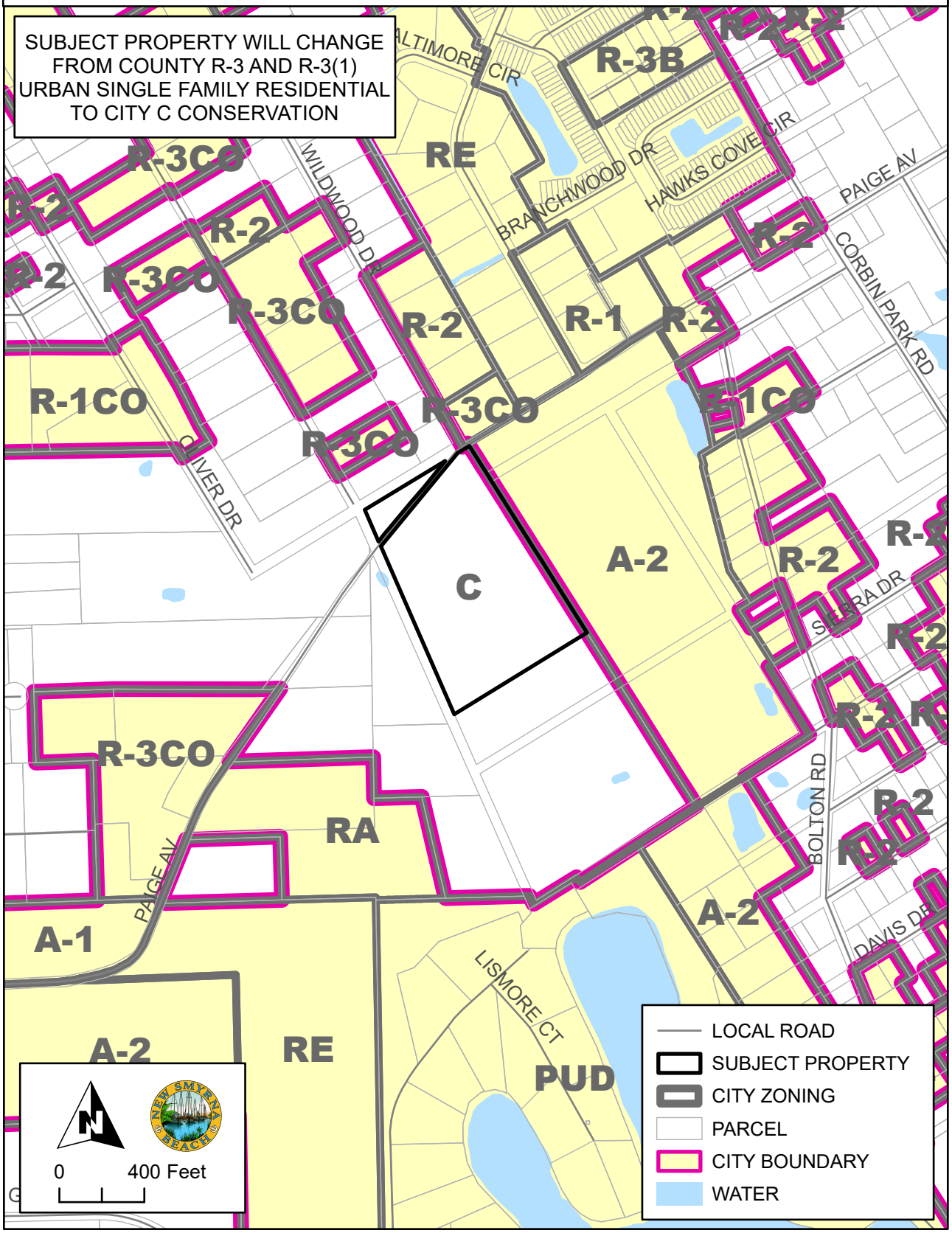
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

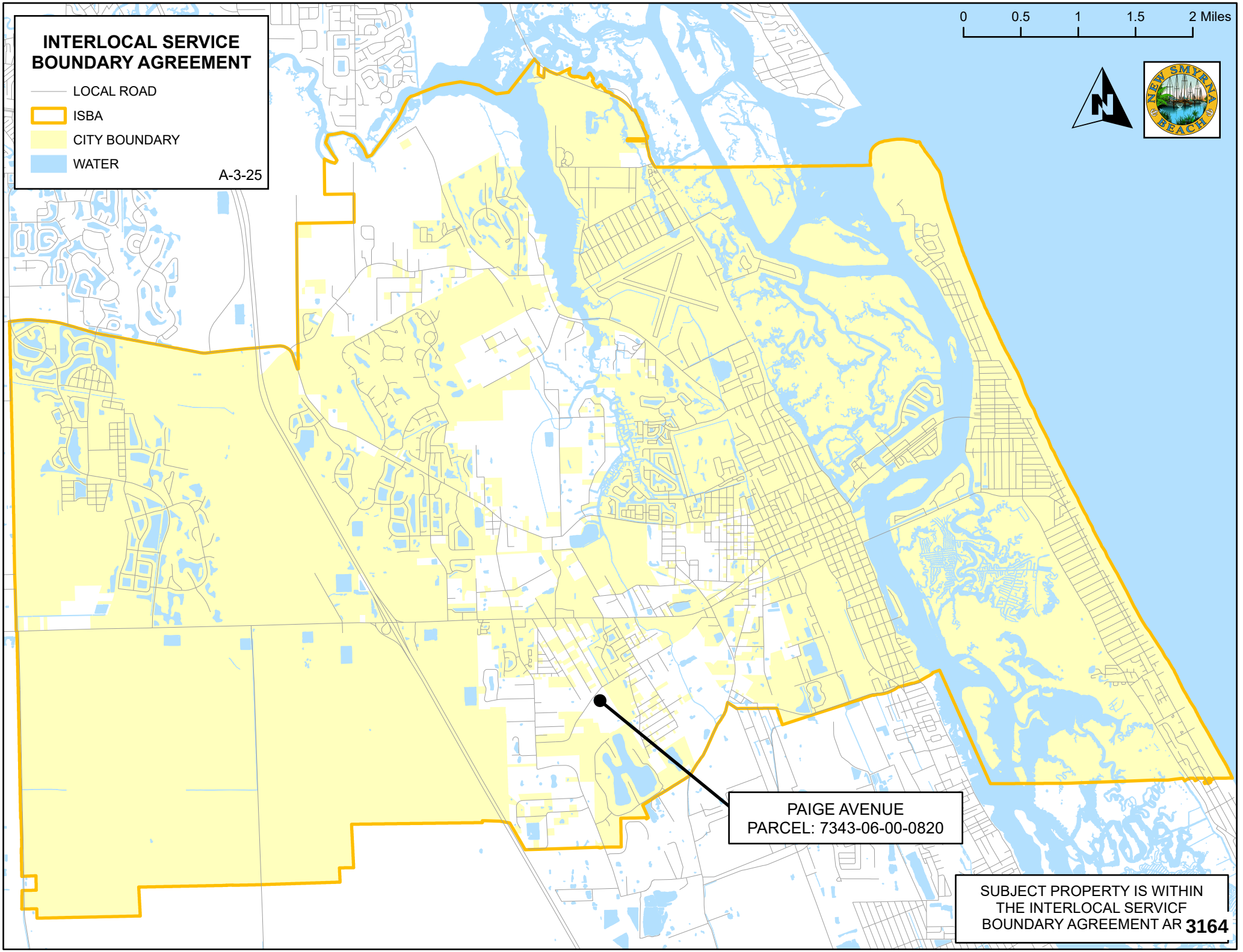
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-3-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3164

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25

KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 24-25 Rezoning Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 24-25 rezones property purchased by the City under the Turnbull Creek Preservation Referendum Bond to conservation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 24-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES, FROM VOLUSIA COUNTY *R-3* AND *R-3(1) A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives, from Volusia County *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0820
Paige Avenue

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

shall be and the same is hereby rezoned from Volusia *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 23-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 23-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/5/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 25-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD ANNEX APPROXIMATELY 17.5 +/- ACRES OF LAND LOCATED AT 2350 PAIGE AVENUE.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached

as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Special Warranty Deed are attached as **Exhibits H** and **I**. A declaration of Restricted Covenant is attached as **Exhibit J**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

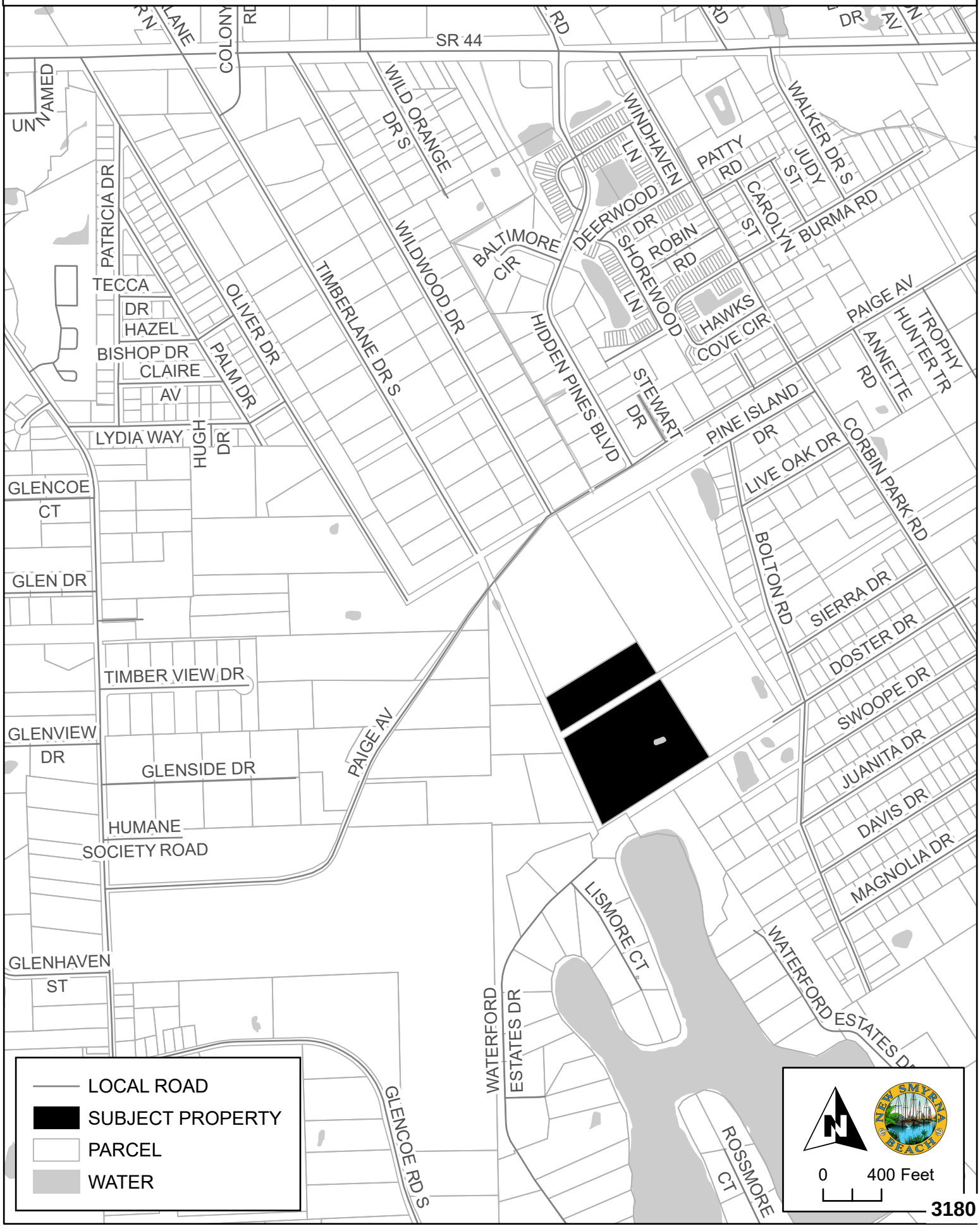
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Dedication to Public Use.pdf
Business Impact Estimate - Ord 25-25 2350 Paige Ave.pdf
Ord 25-25 Annex 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



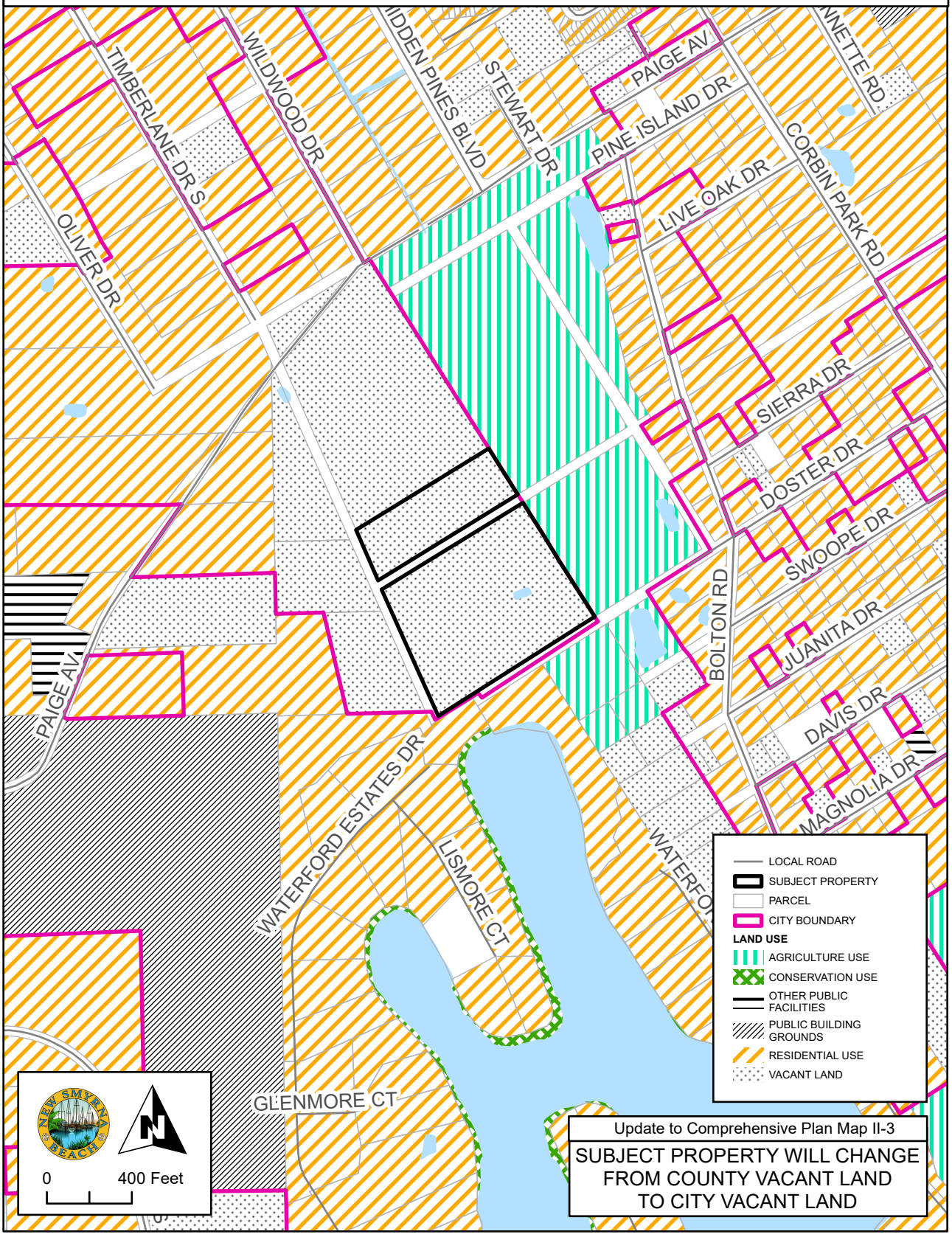
3180

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



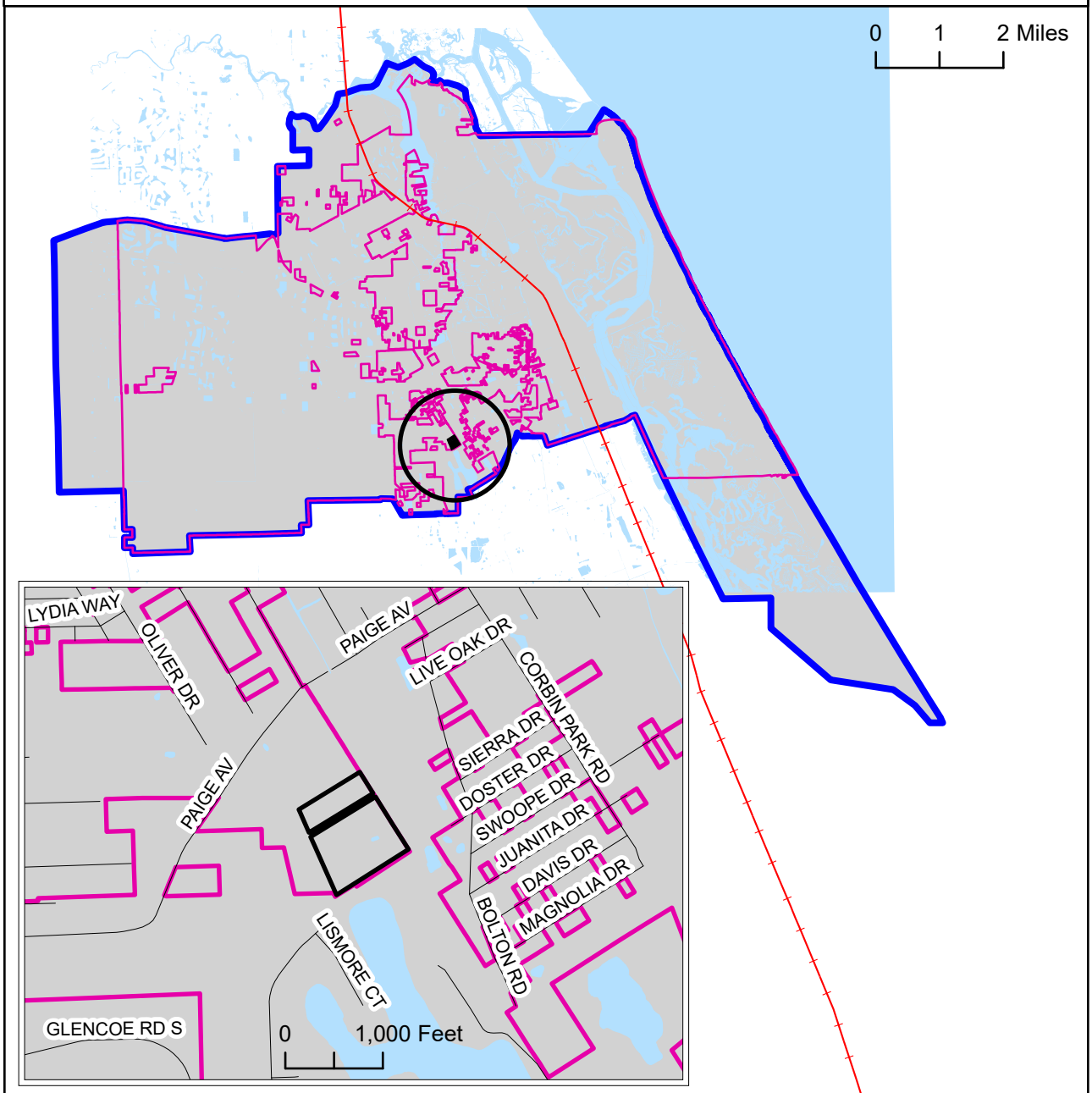
EXISTING LAND USE DESIGNATIONS

A-4-25



WATER AND SEWER SERVICE AREA

A-4-25

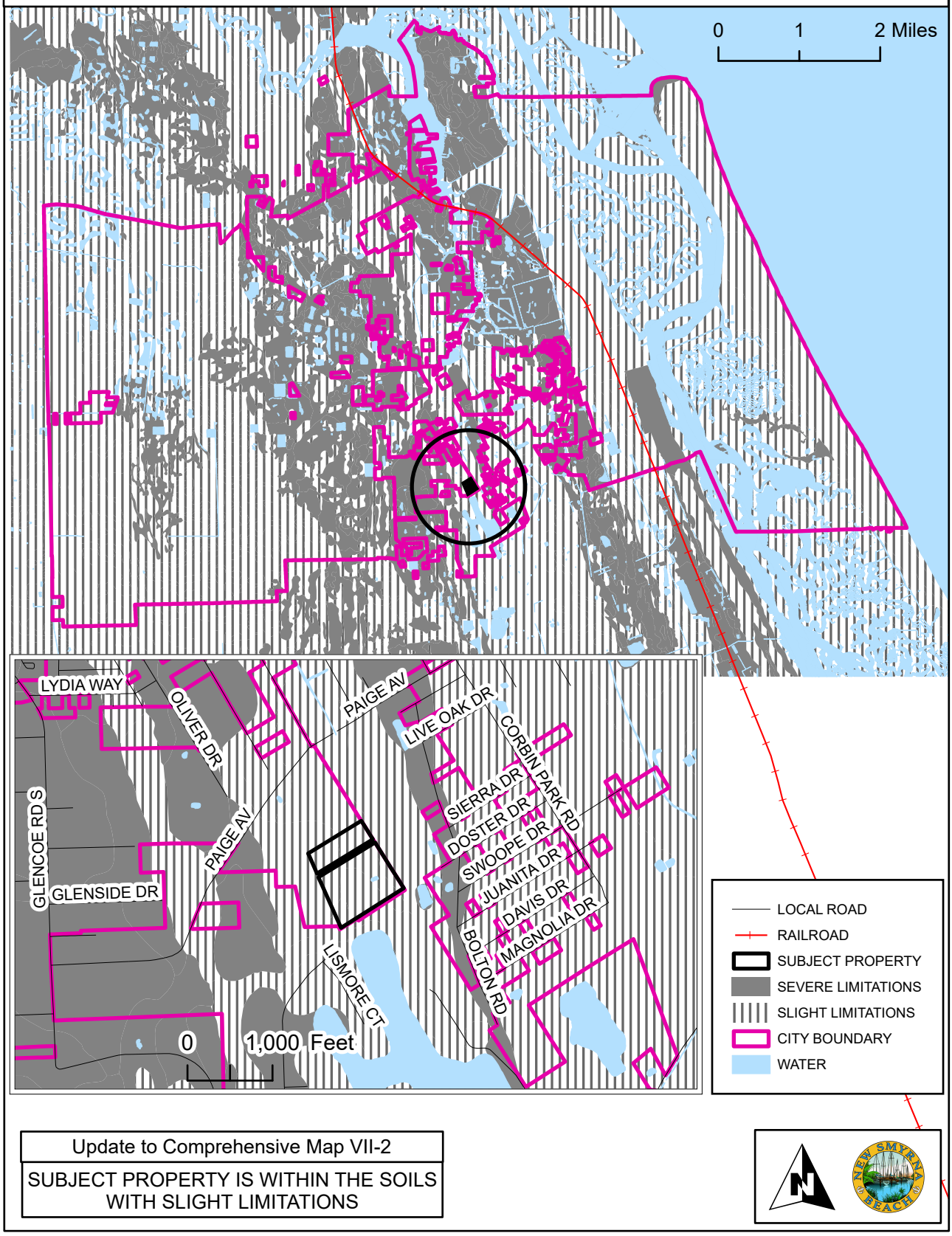


Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-4-25

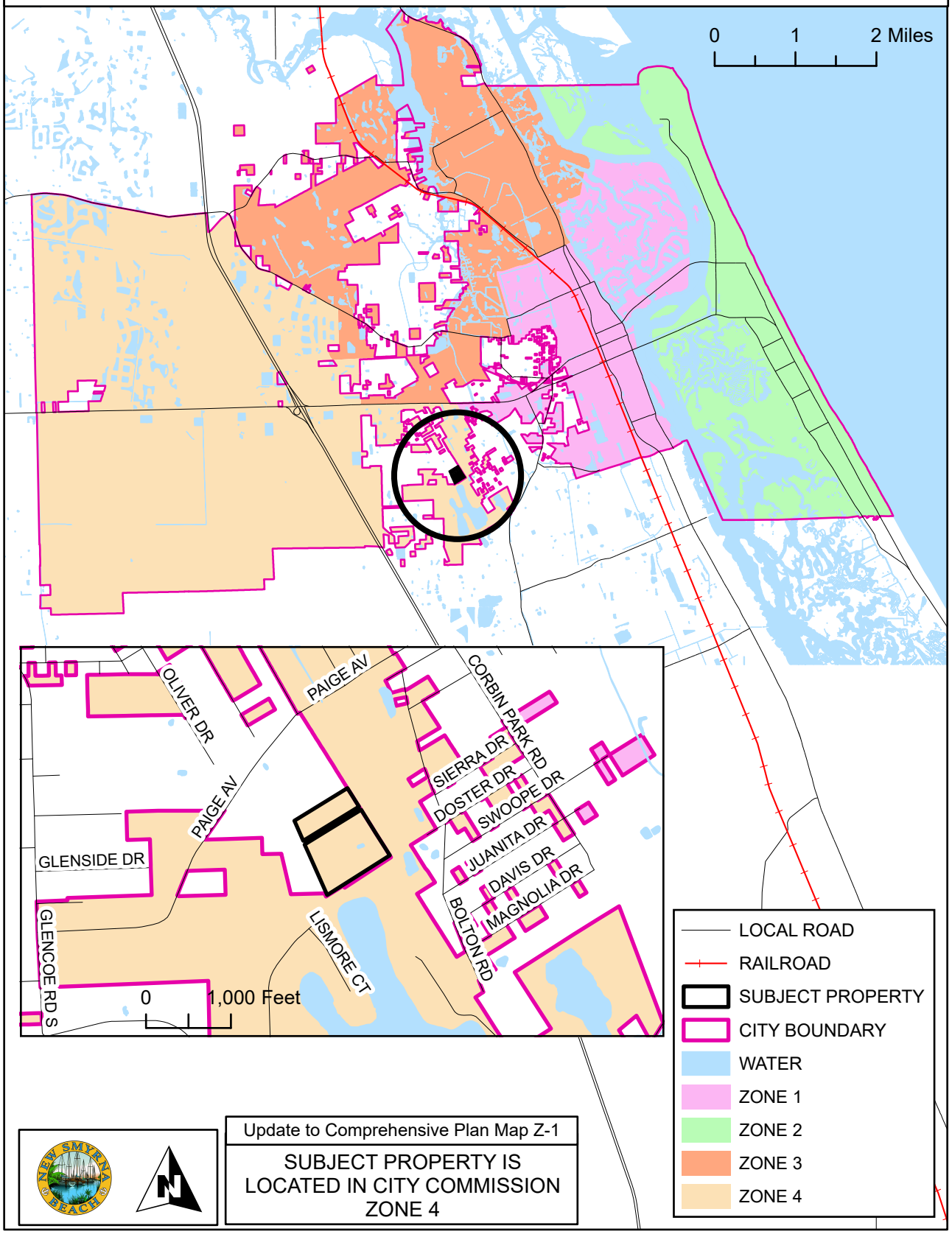


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

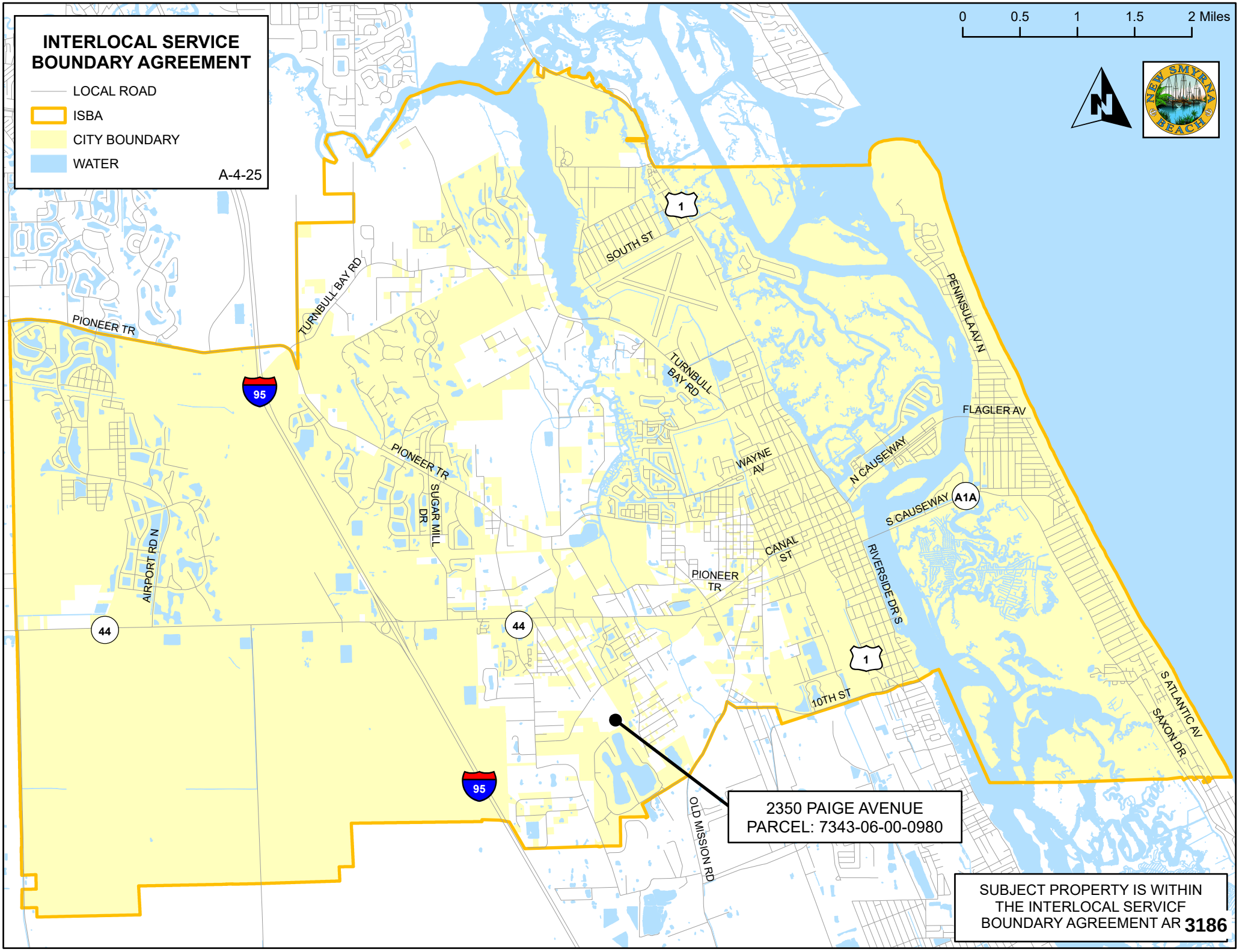
COMMISSION ZONES

A-4-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3186

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUCH

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 25-25 Annexing 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 25-25 annexes land into the City for preservation under the Turnbull Creek Referendum Bond.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 25-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

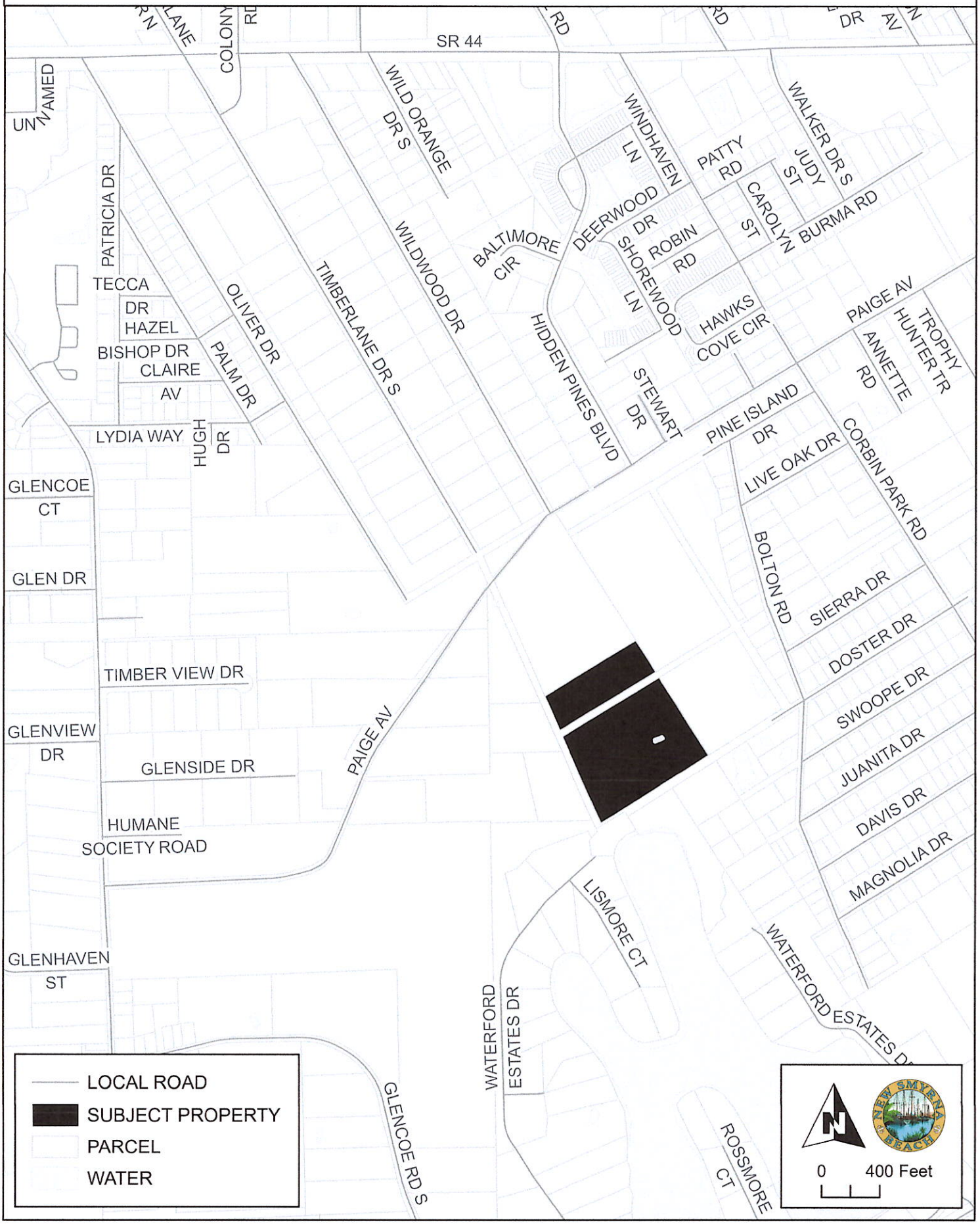
Metes and Bounds by Professional Title Agency

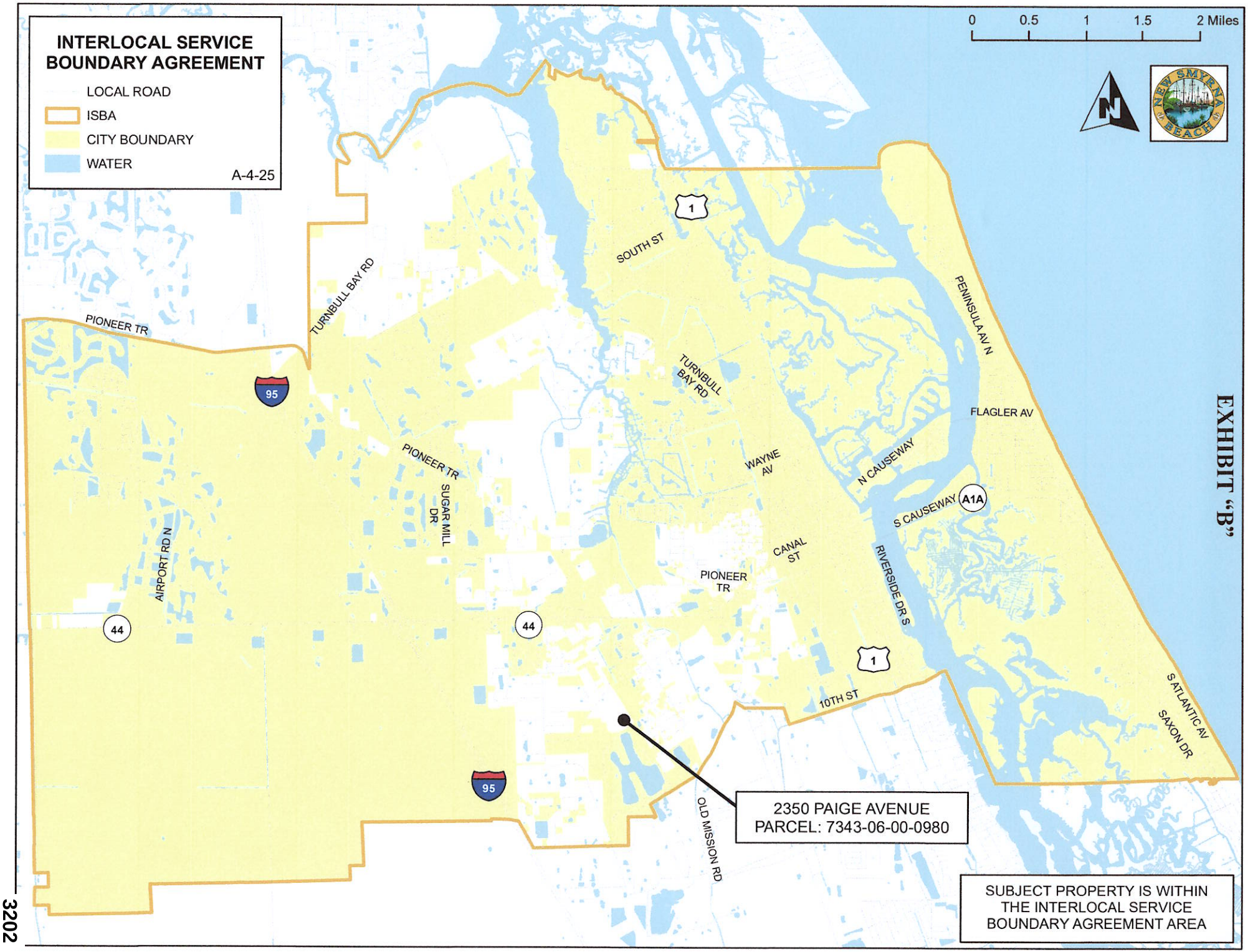
Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

EXHIBIT "A"

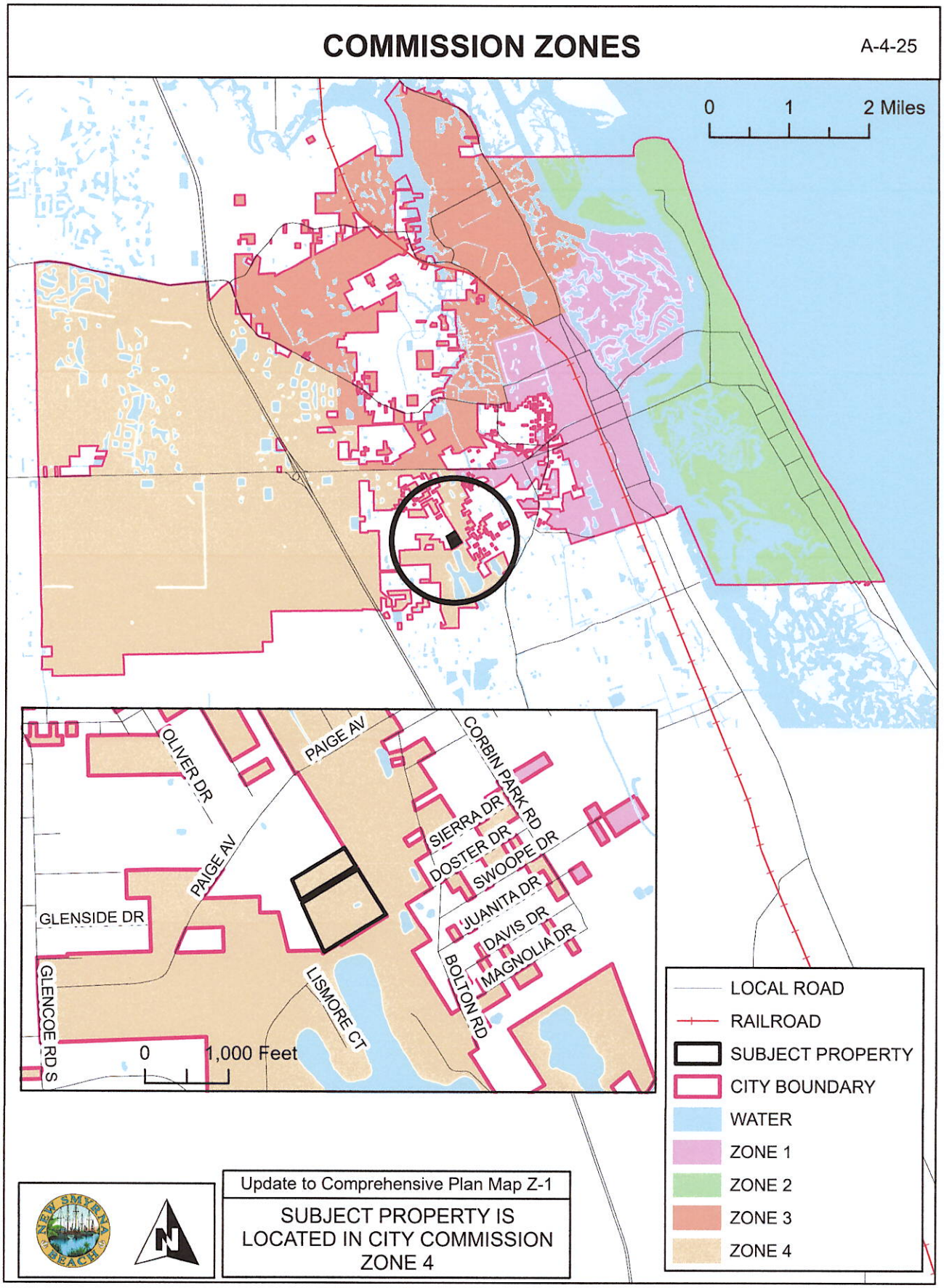
A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
SOUTH ST
TURNBULL BAY RD
PIONEER TR
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

3202

EXHIBIT "C"


COMMISSION ZONES
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 26-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD PROPOSE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY TO CONSERVATION FOR PROPERTY LOCATED AT 2350 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Low Intensity and Low Impact Urban.
- **To:** City FLU designation of Conservation.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use designation is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Special Warranty Deed are attached as **Exhibits Y** and **Z**. A declaration of Restricted Covenant is attached as **Exhibit AA**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

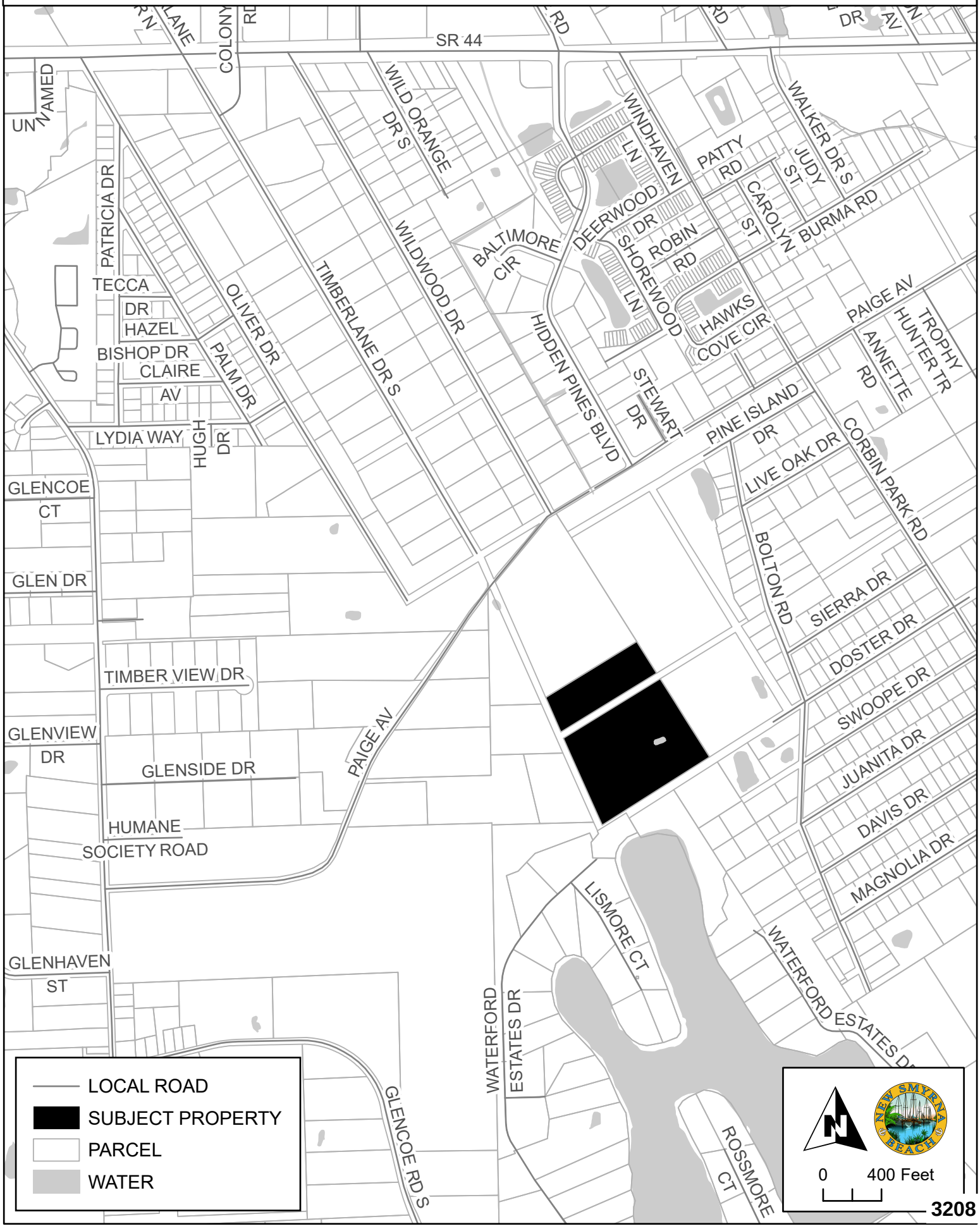
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Low Impact Urban FLU Text.pdf
Exhibit D County Urban Low Intensity FLU Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Dedication to Public Use.pdf
Business Impact Estimate - Ord 26-25 2350 Paige Ave.pdf
Ord 26-25 Small Scale 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



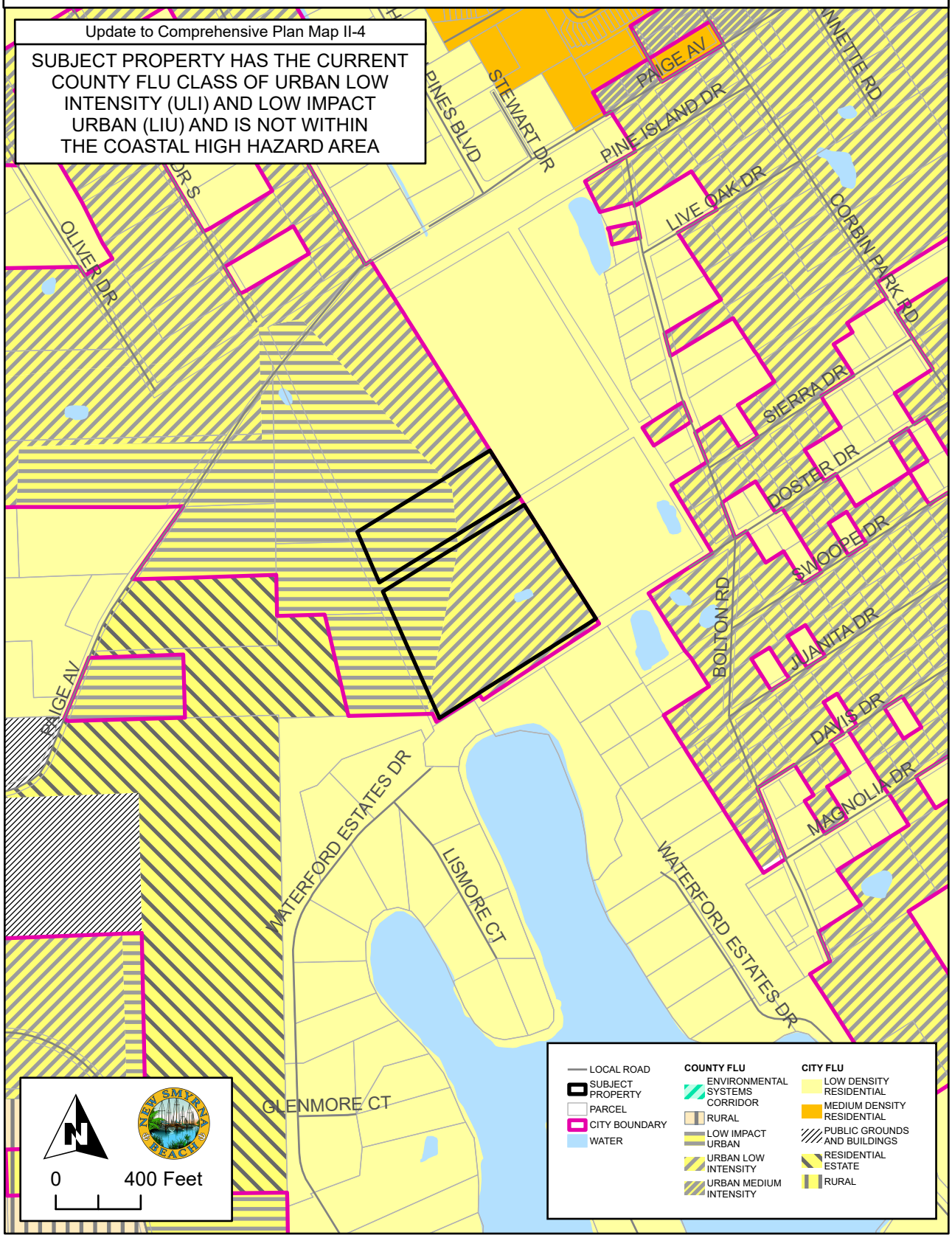
3208

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-4-25



Low Impact Urban (LIU) –

This designation consists of lands which are determined to be suitable for urban type development and are adjacent to existing urban development. Lands designated LIU serve as a transition between highly protected natural resource areas and existing urban development. The LIU is primarily a residential designation but may allow limited commercial development. Sites within this designation may be determined to be suitable for urban type development only if they meet the following criteria:

(1) The Planned Unit Development zoning process will be used to implement the LIU provisions if the applicant proposes more intense uses than what is allowed. For proposals that do not propose a density increase, straight rezoning is allowed.
(2) The site is serviced by central utilities at the time of application for development approval.
(3) The gross residential density does not exceed one (1) dwelling unit per acre.
(4) At least twenty percent (20%) of the total development site is set aside for the preservation of upland habitat sited in an ecologically strategic manner (e.g., adjacent to wetlands).
(5) Encroachment into wetlands and wetland buffers shall be avoided to the maximum extent practicable.
(6) Residential developments should be clustered.
(7) Low intensity, commercial development may be allowed in the LIU designation only if it meets the following additional criteria:

    (a) The development does not exceed a Floor Area Ratio of thirty-five percent (0.35 FAR).
    (b) The proposed use is ancillary to residential development in the immediate area. Nonresidential developments intended to serve the community or regional market area (see Shopping Center definition in Chapter 20) are not allowed in the LIU.
    (c) The buildings within the development are clustered.

(8) In order to protect environmental resources and ensure neighborhood compatibility, commercial development proposals may also be required to:

    (a) Use stricter lot coverage or impervious surface ratios. Chapter 1 Page 10 of 165 April 4, 2024 (through CPA 23-006)
    (b) Provide increased landscape buffers and/or open space requirements.
    (c) Reduce the amount of parking on-site either through adjusted parking ratios or reduced parking space size.
    (d) Limit the type of commercial uses allowed

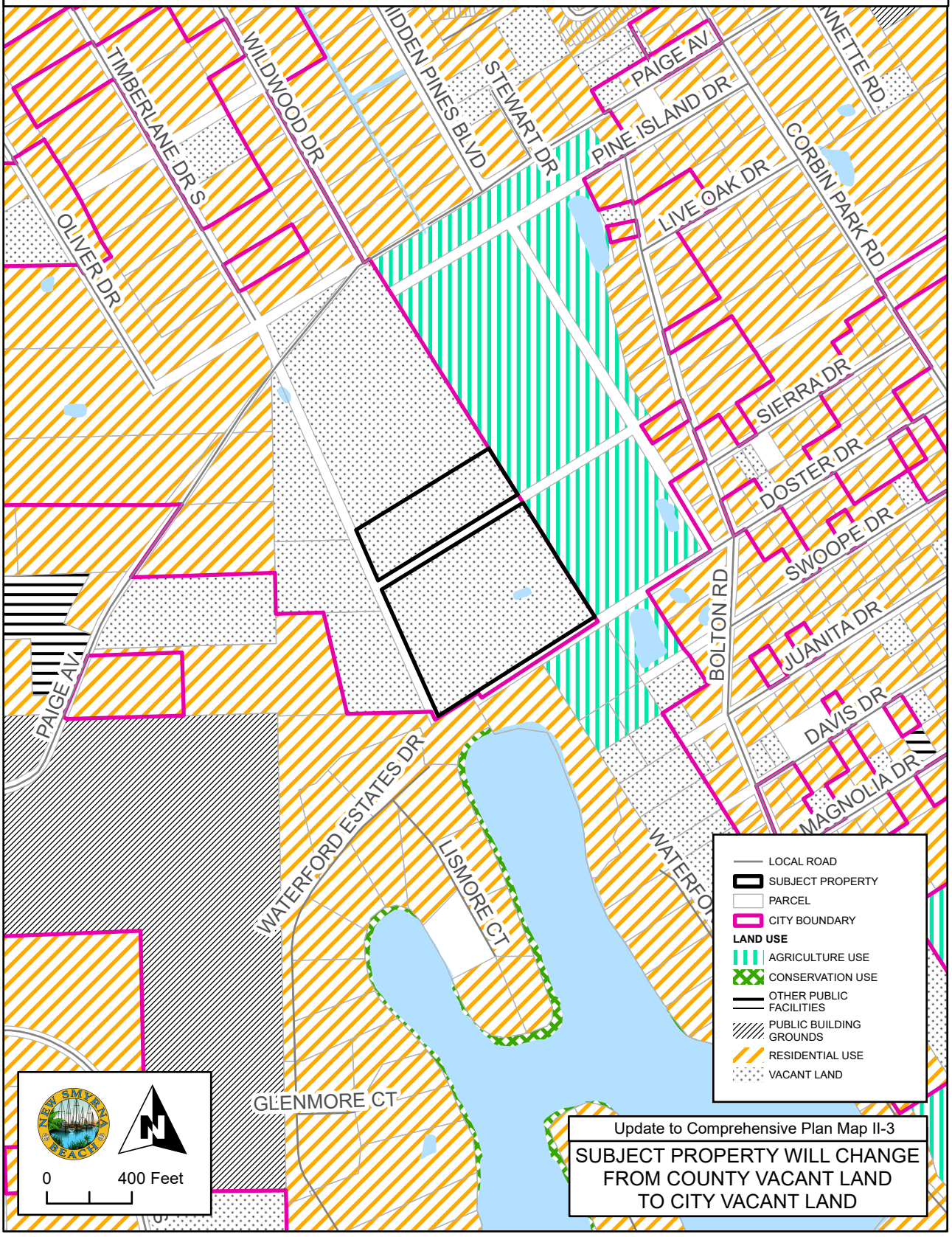
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-4-25



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

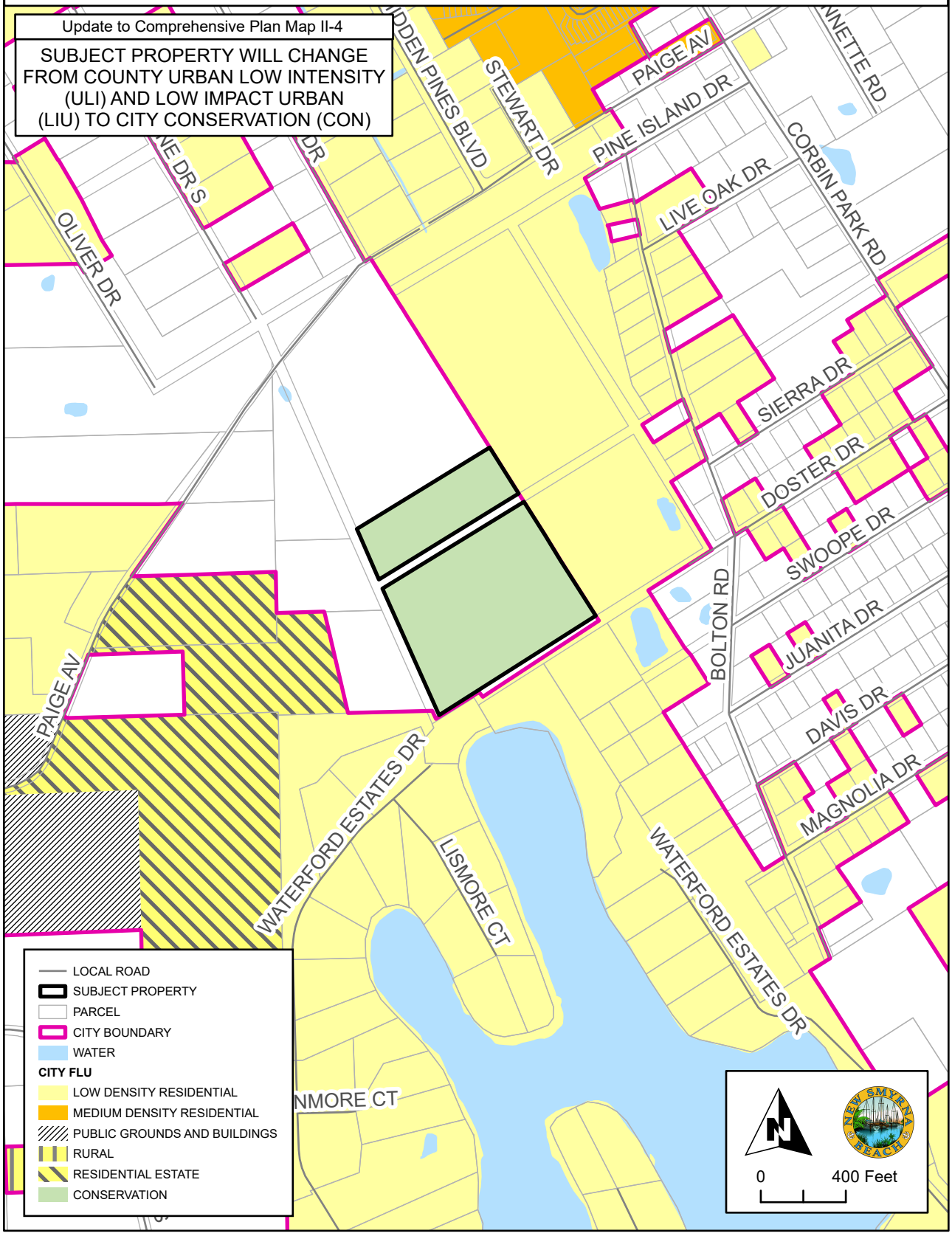
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

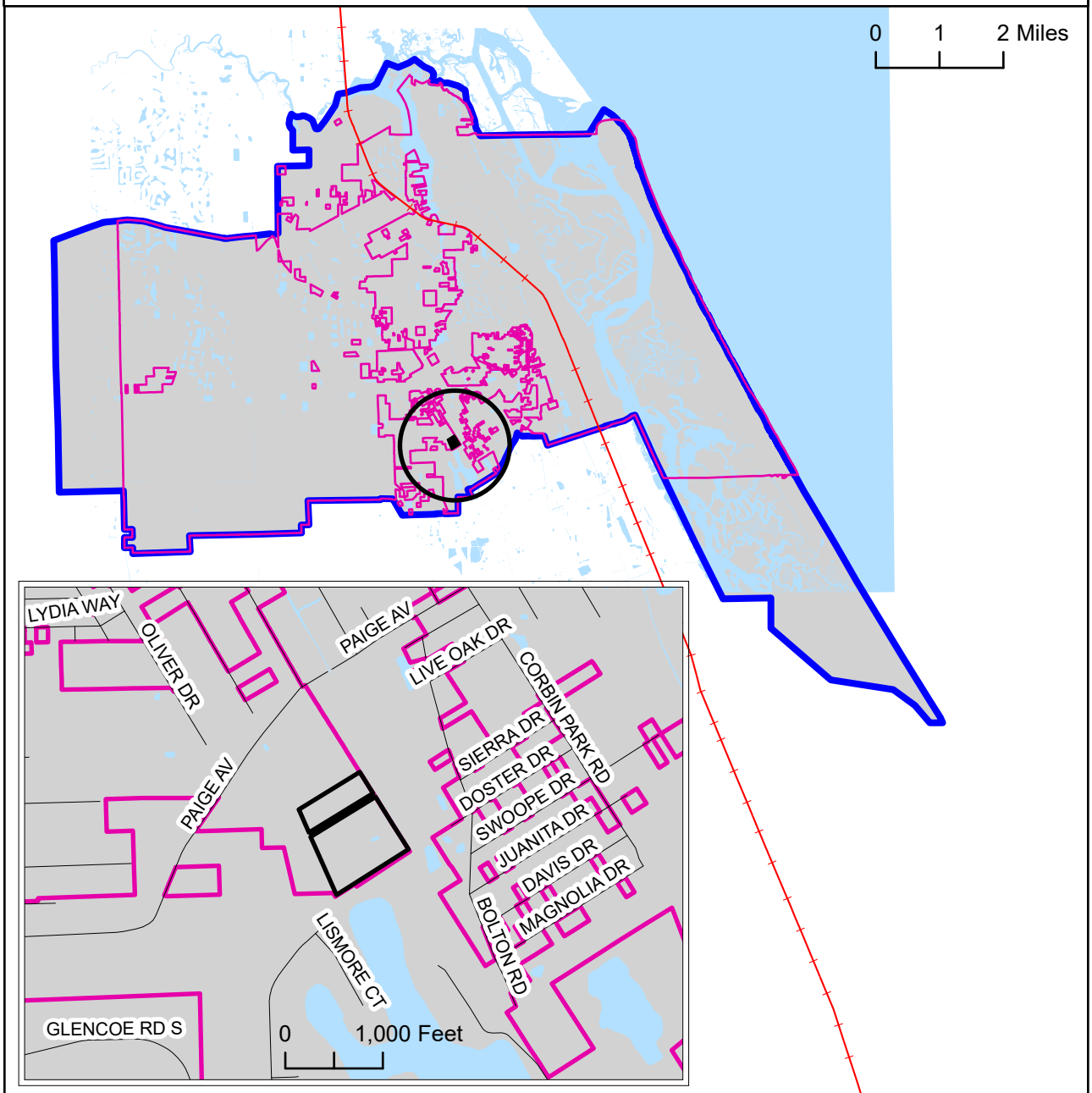
PROPOSED FUTURE LAND USE DESIGNATIONS

A-4-25



WATER AND SEWER SERVICE AREA

A-4-25

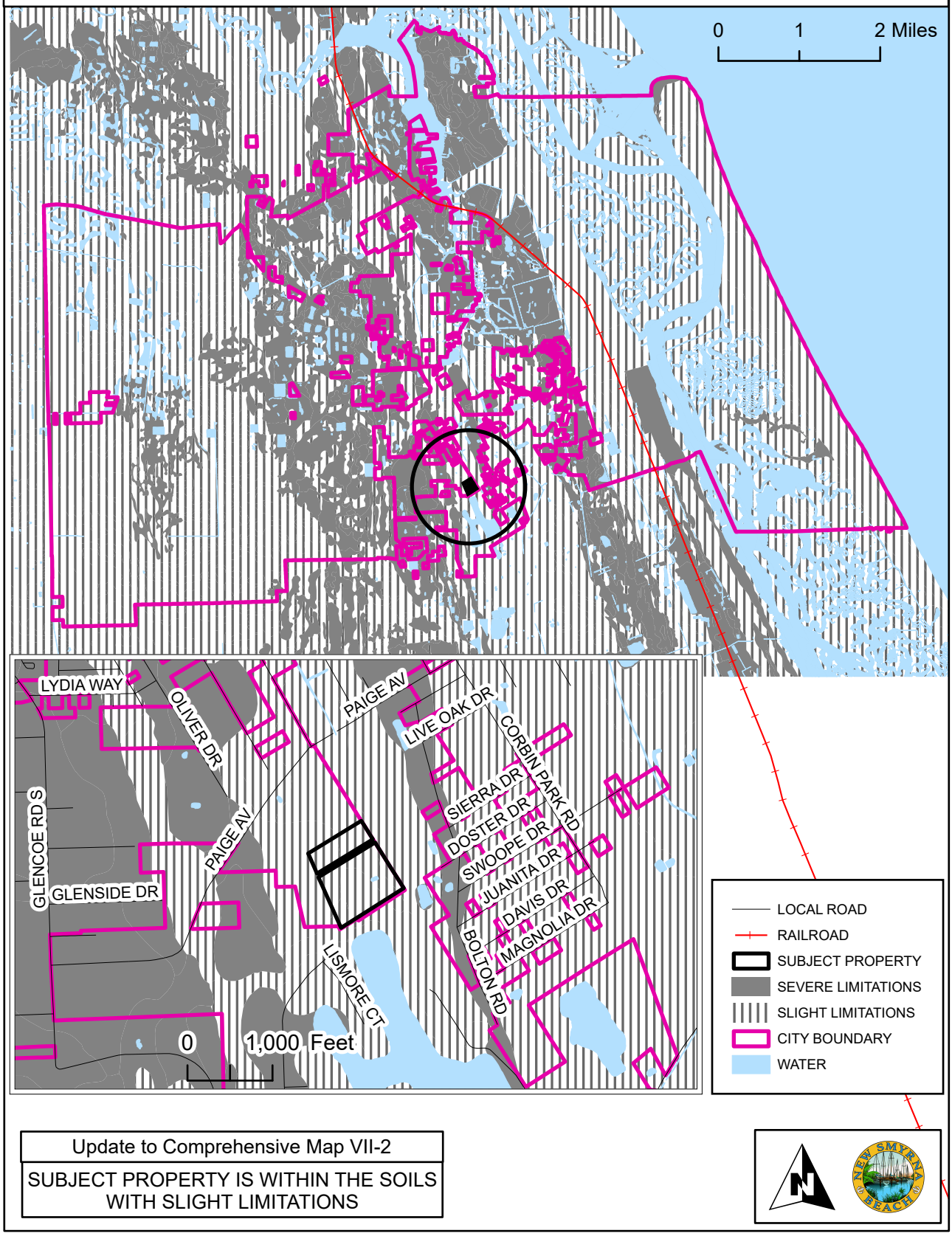


Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-4-25

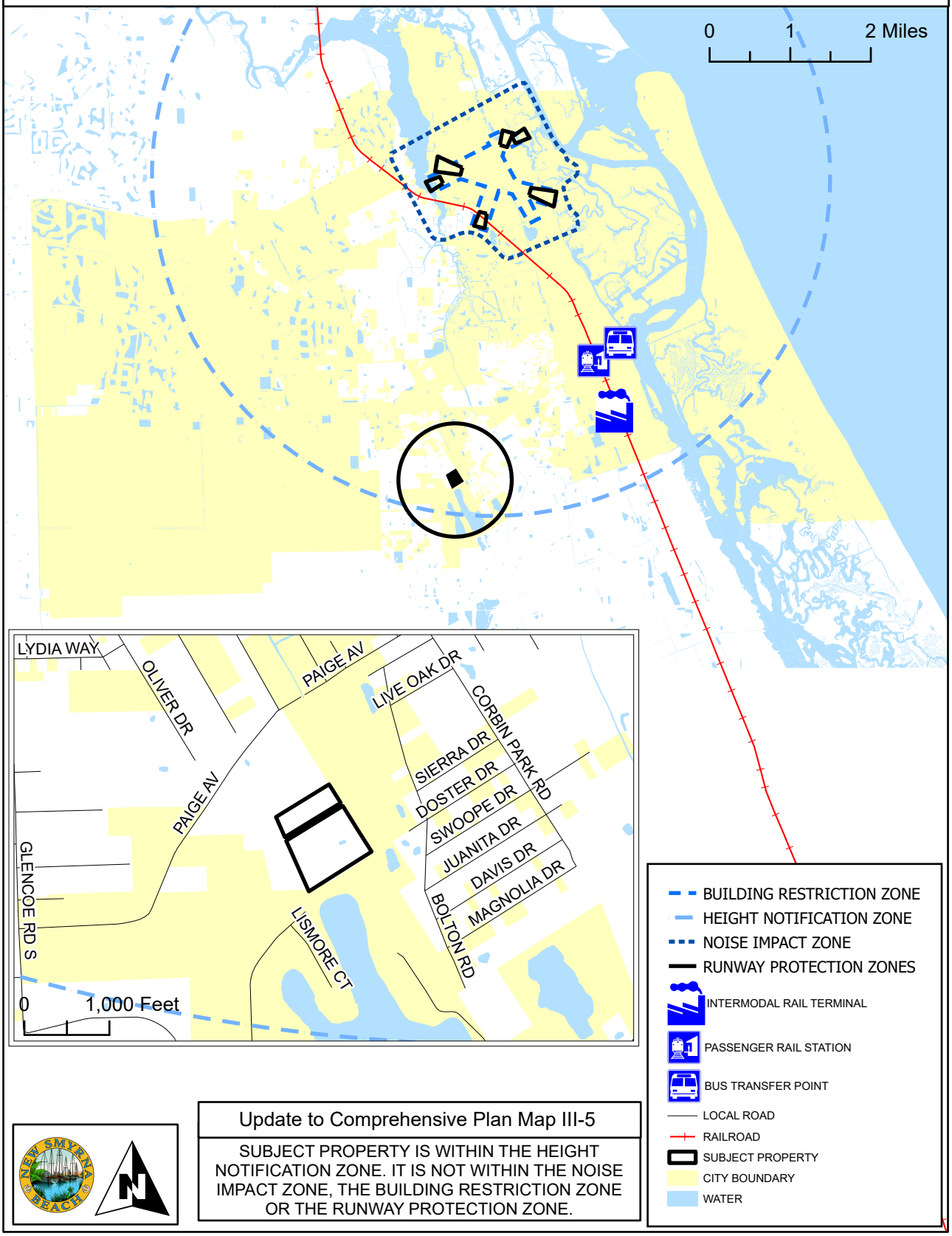


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-4-25

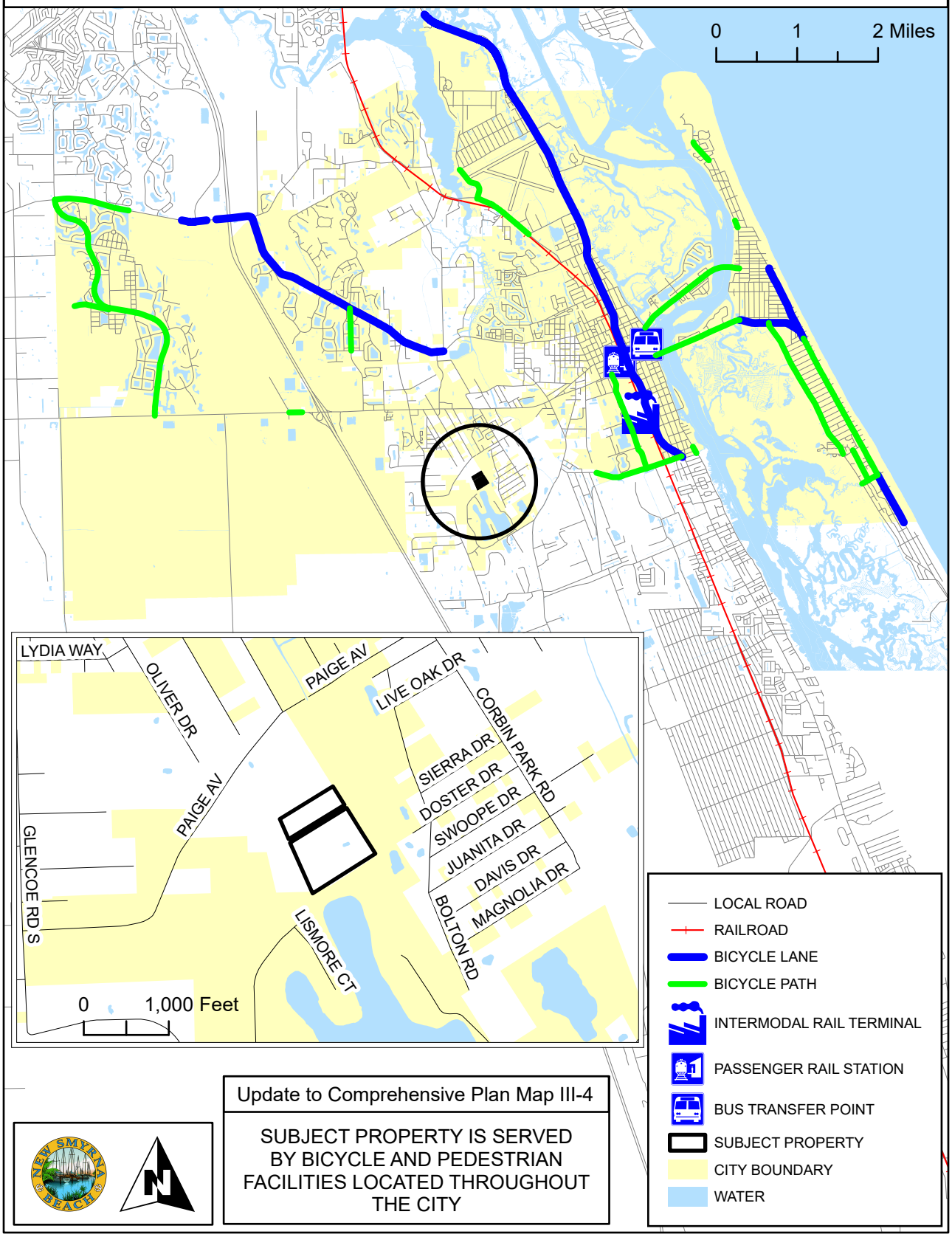


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-4-25

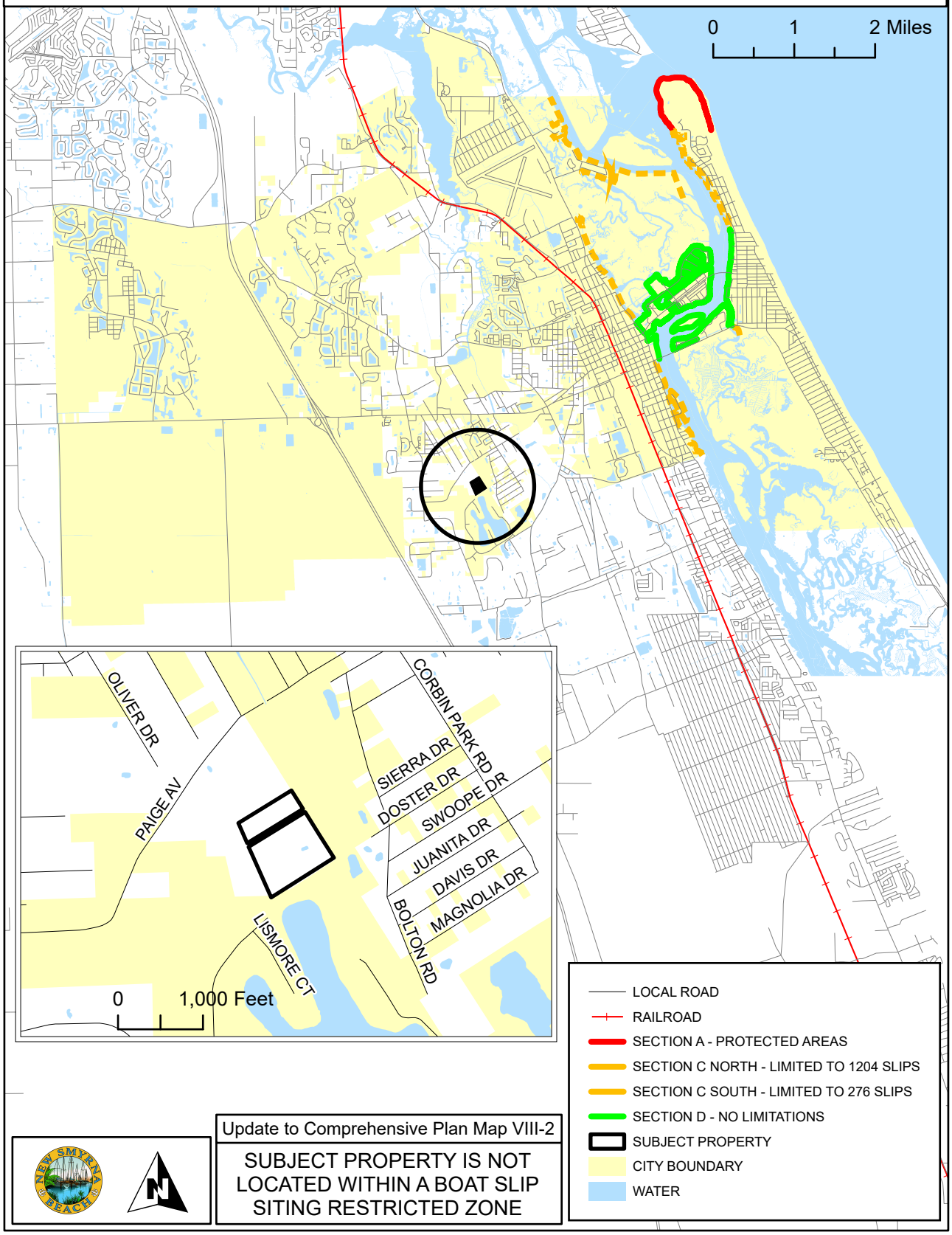


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-4-25

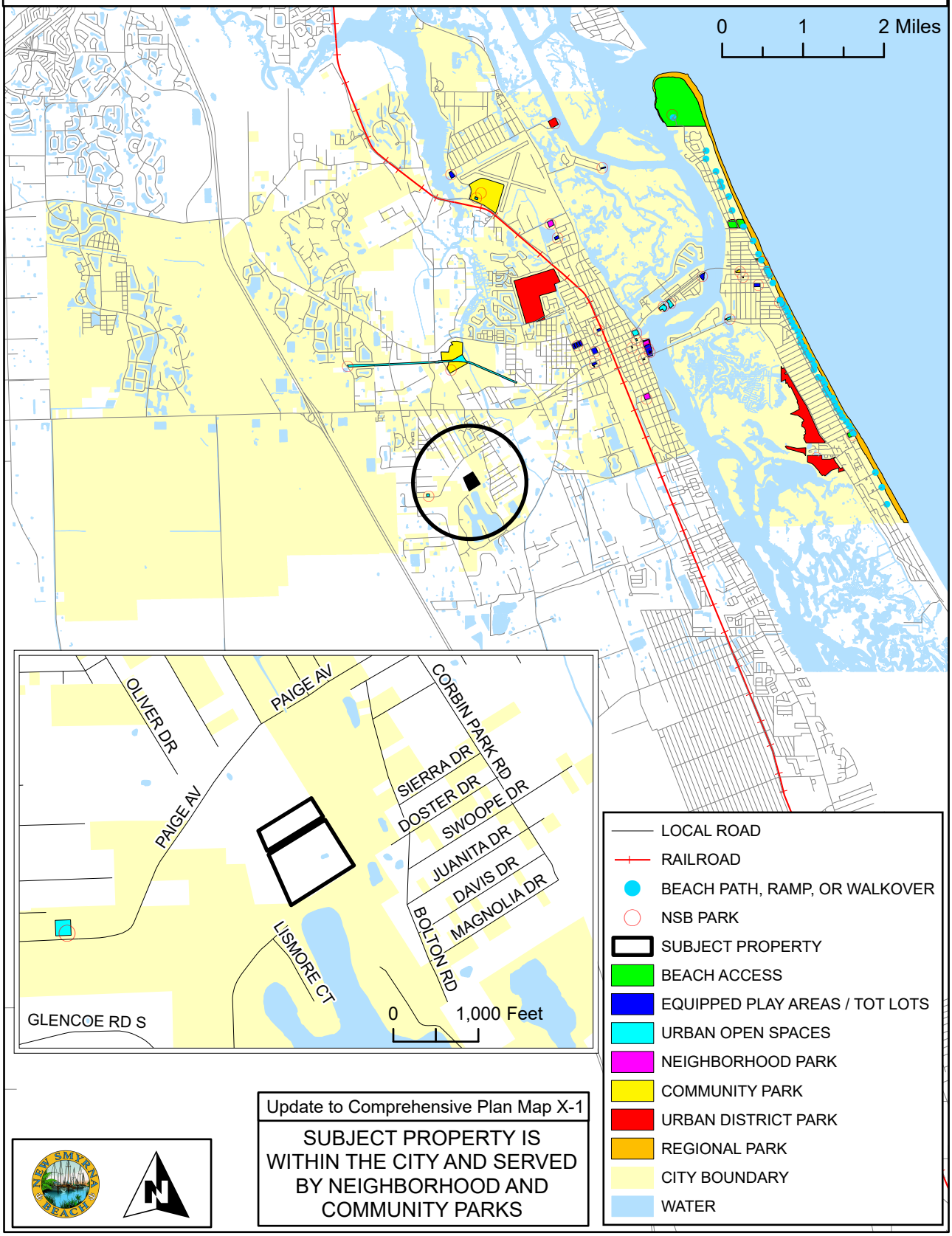


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-4-25

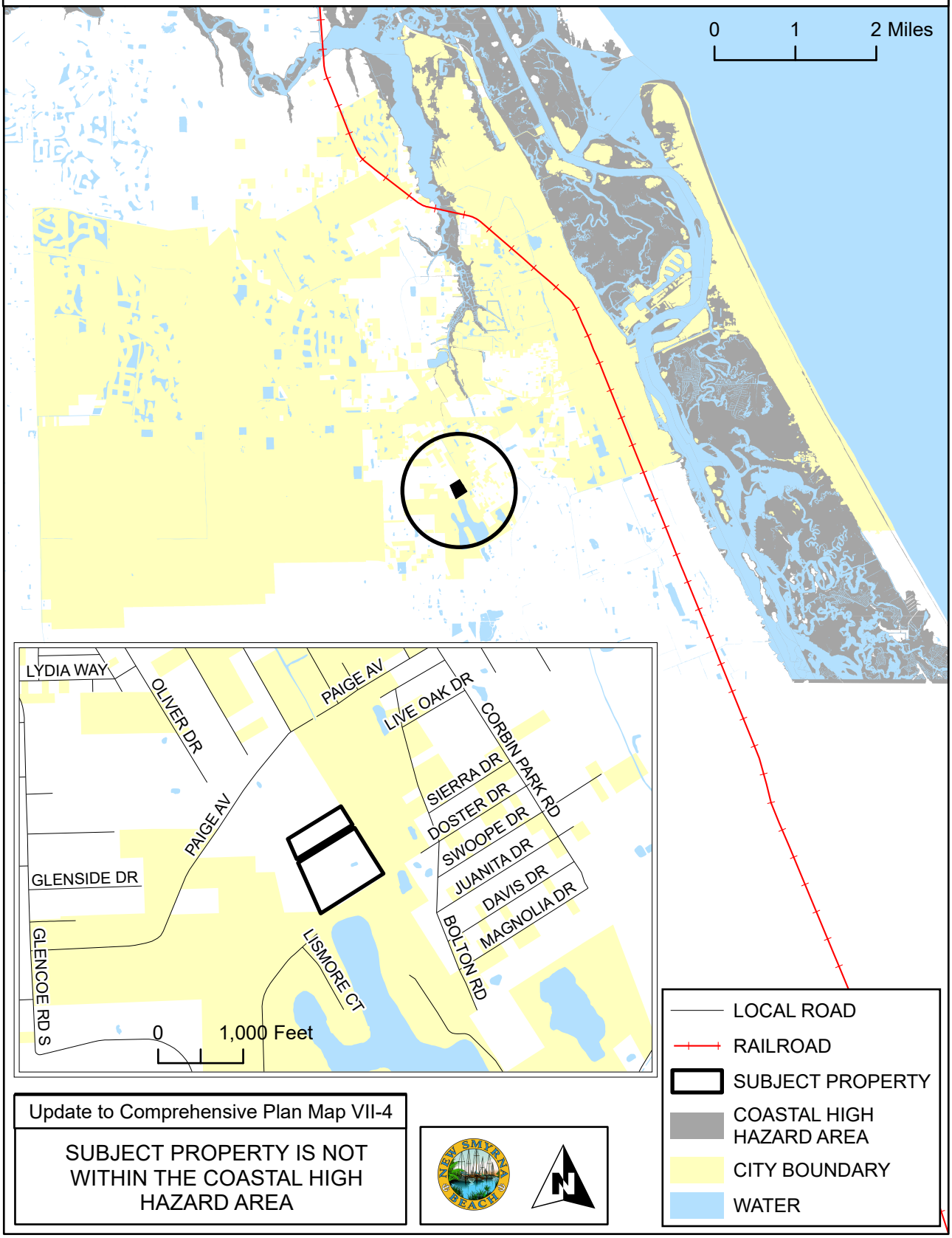


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-4-25

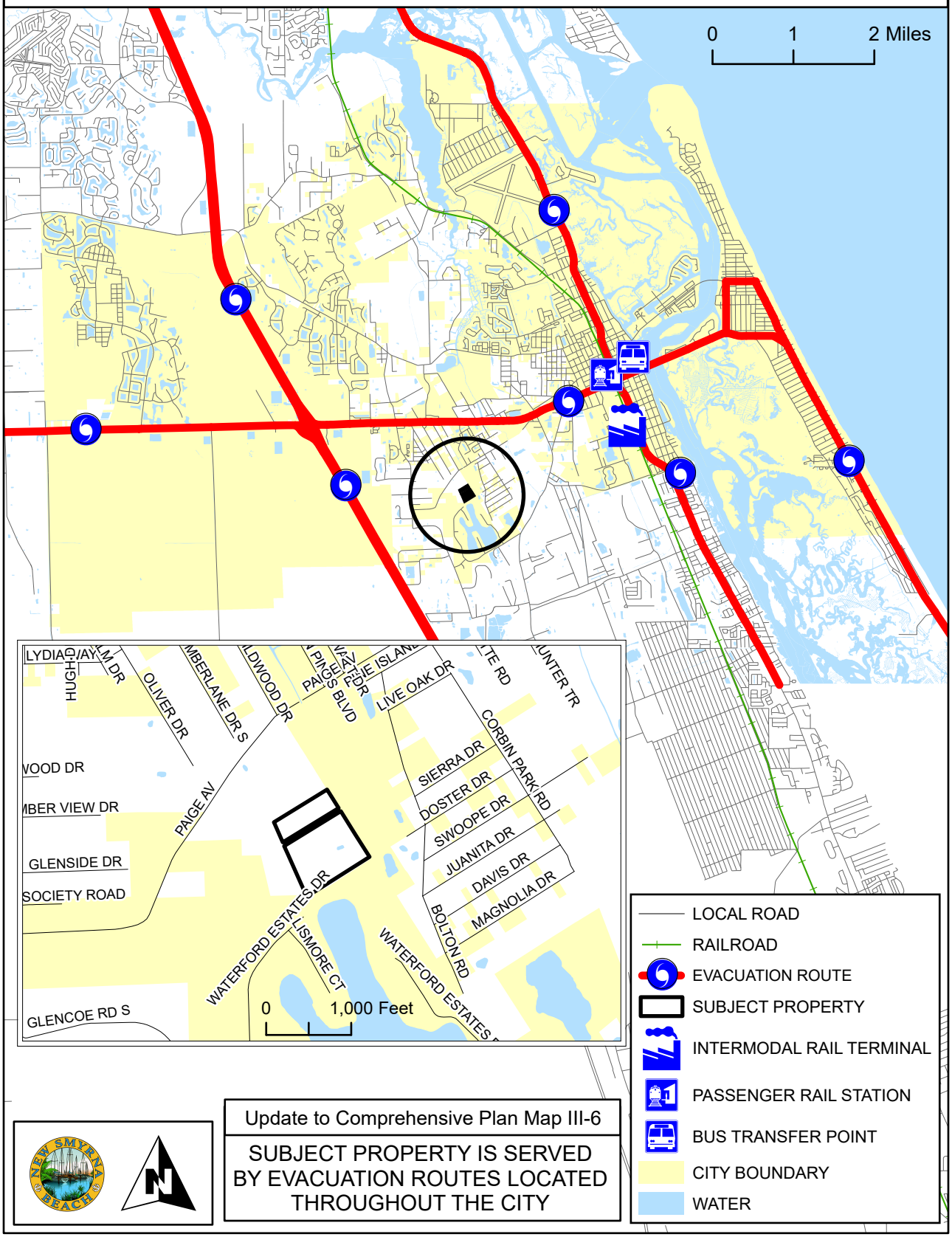


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-4-25

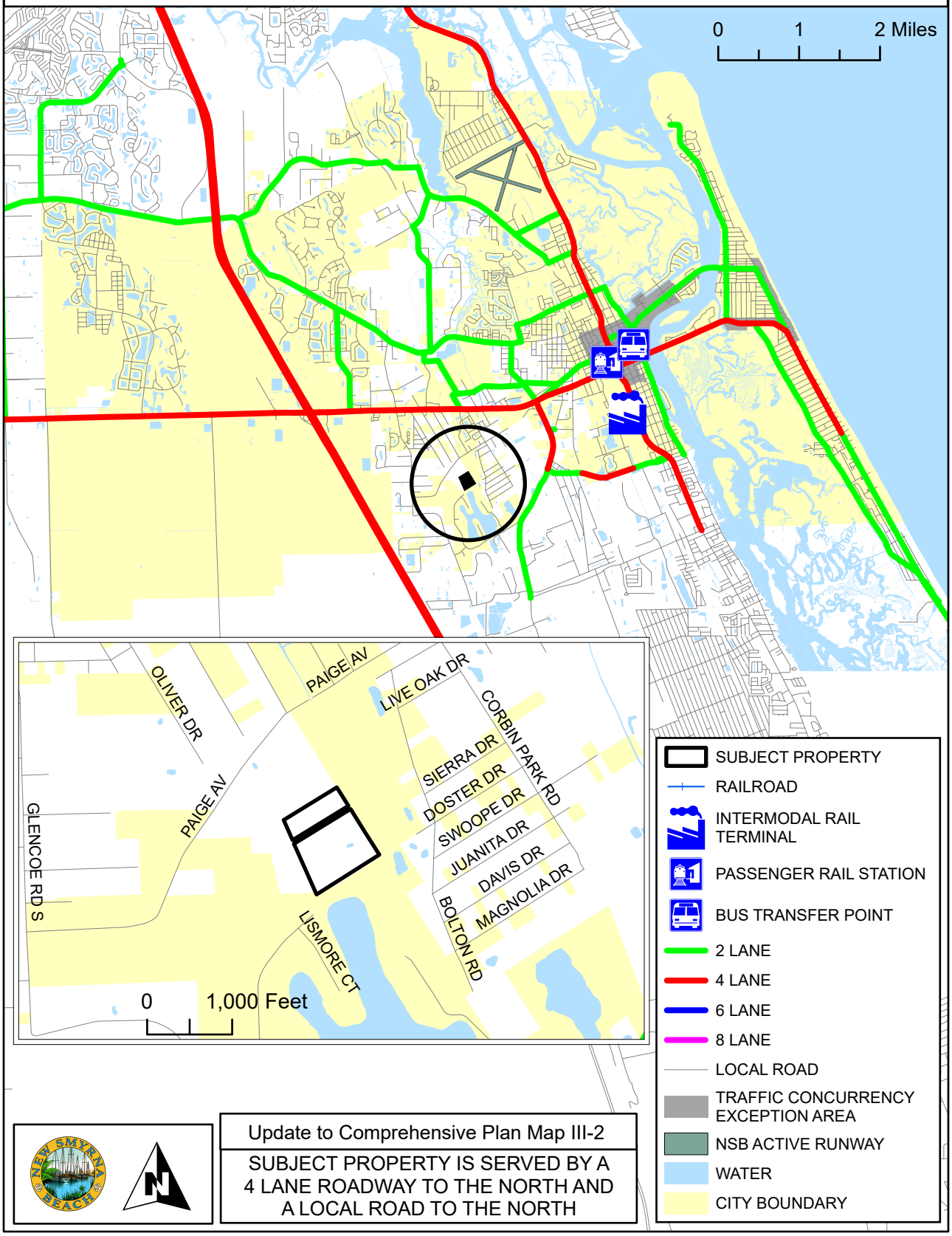


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-4-25

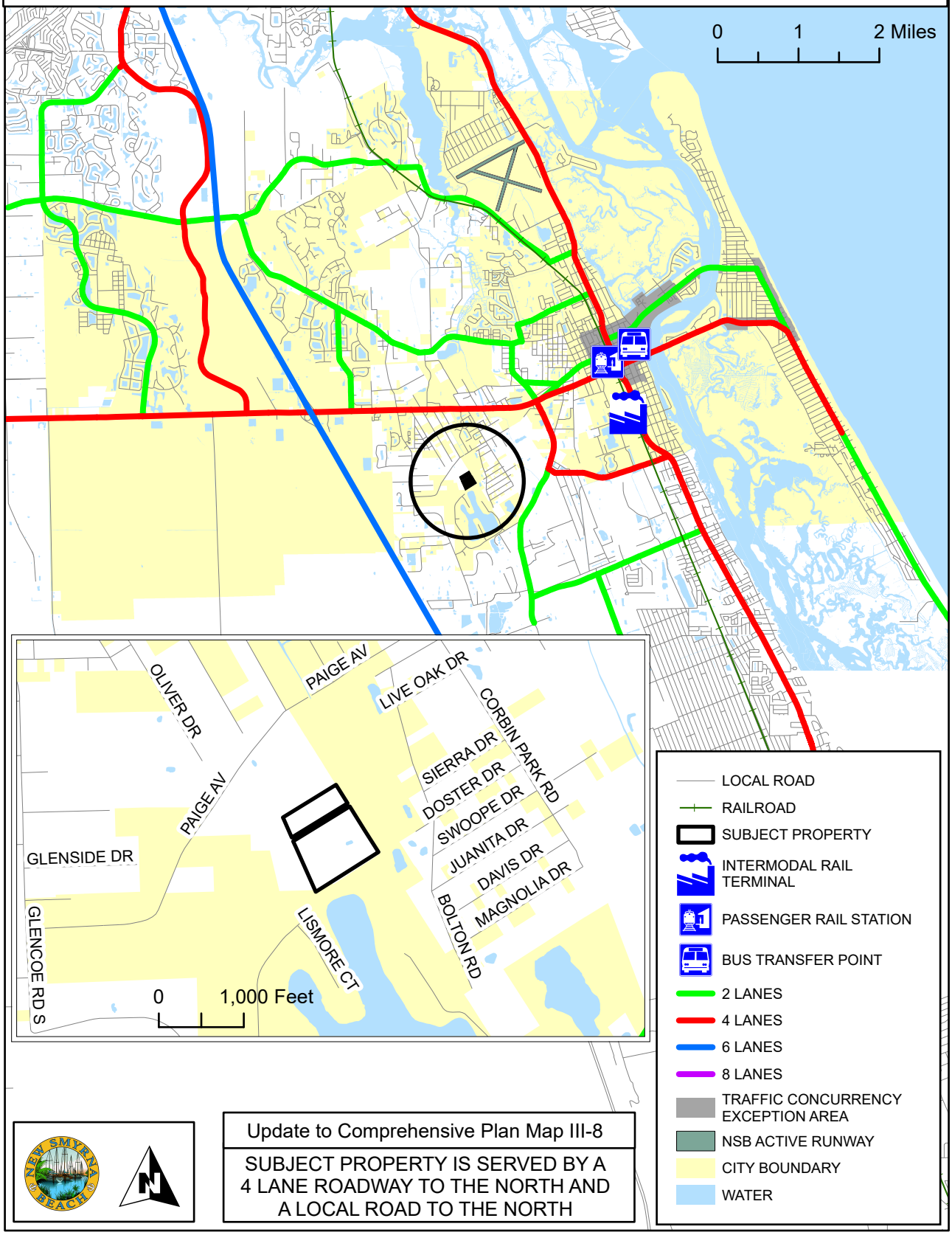


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

NUMBER OF TRAFFIC LANES - 2025

A-4-25

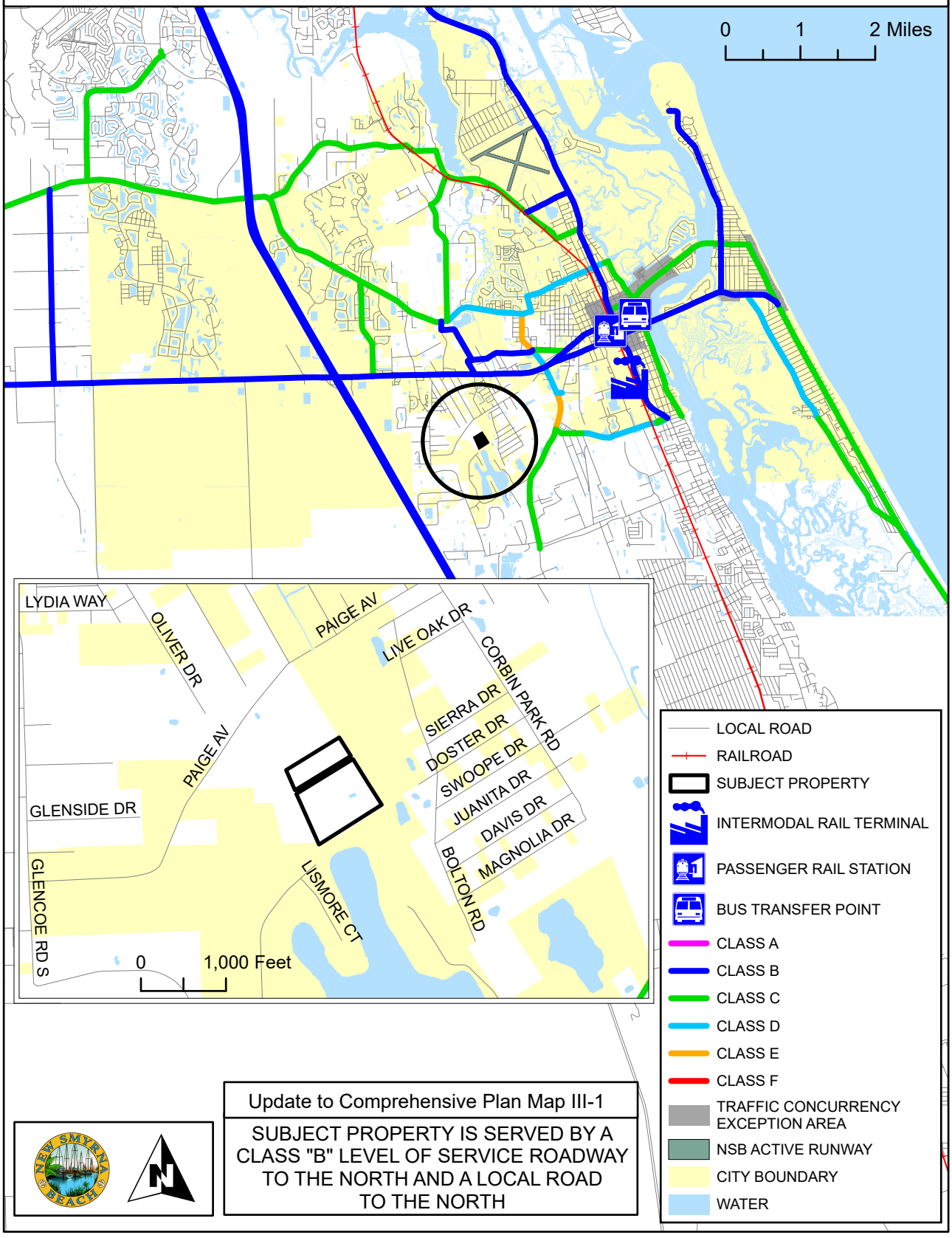


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXISTING LEVEL OF SERVICE - 2009

A-4-25

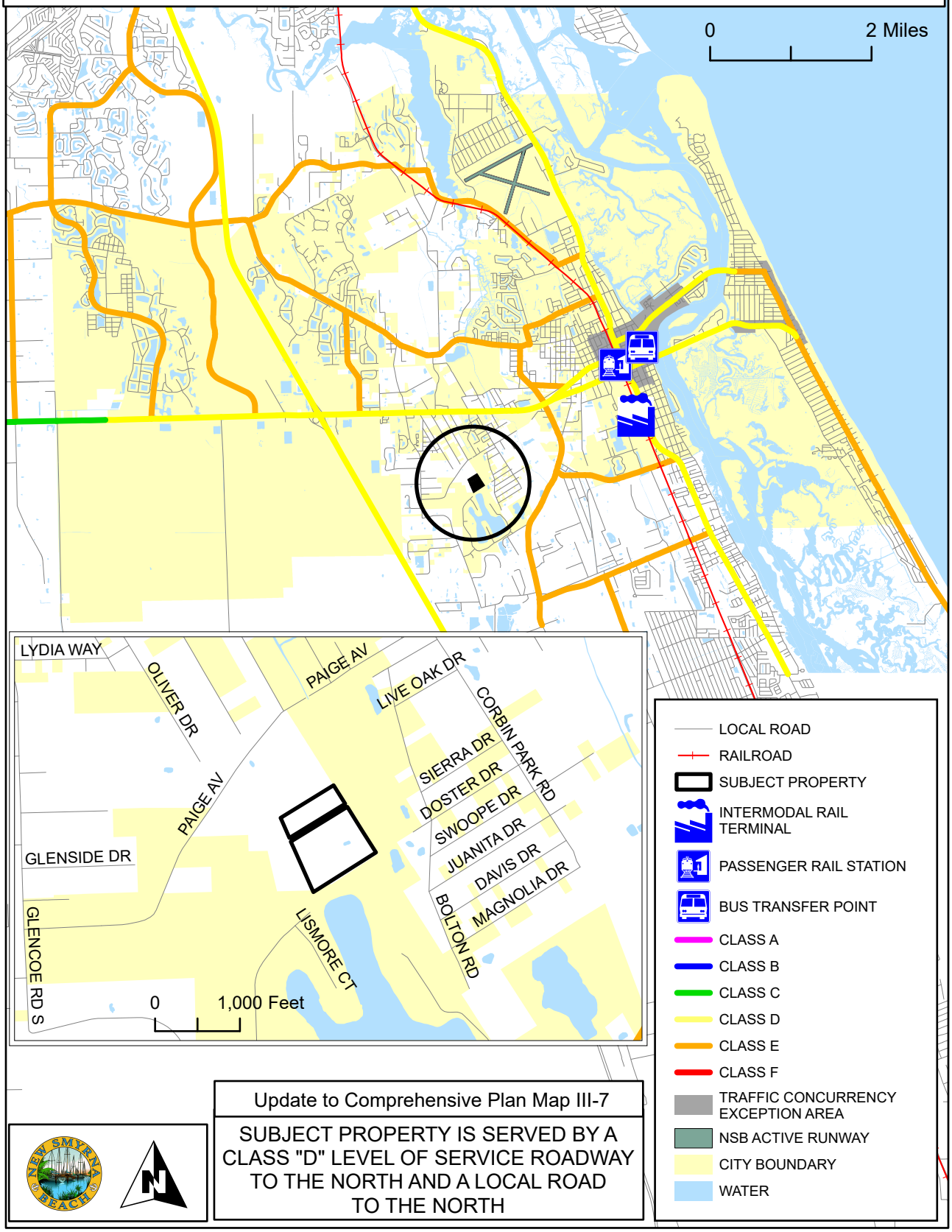


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

LEVEL OF SERVICE - 2025

A-4-25

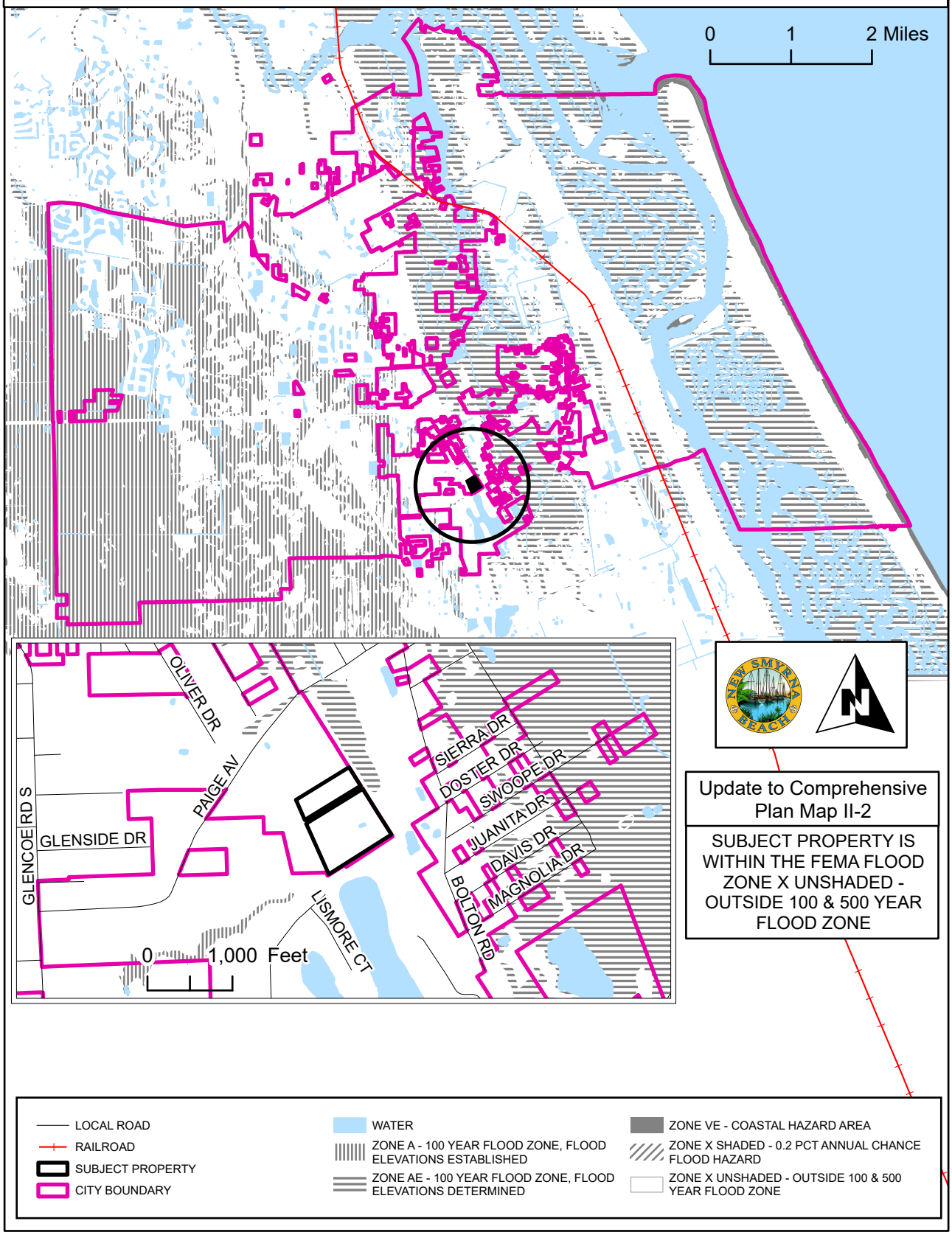


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

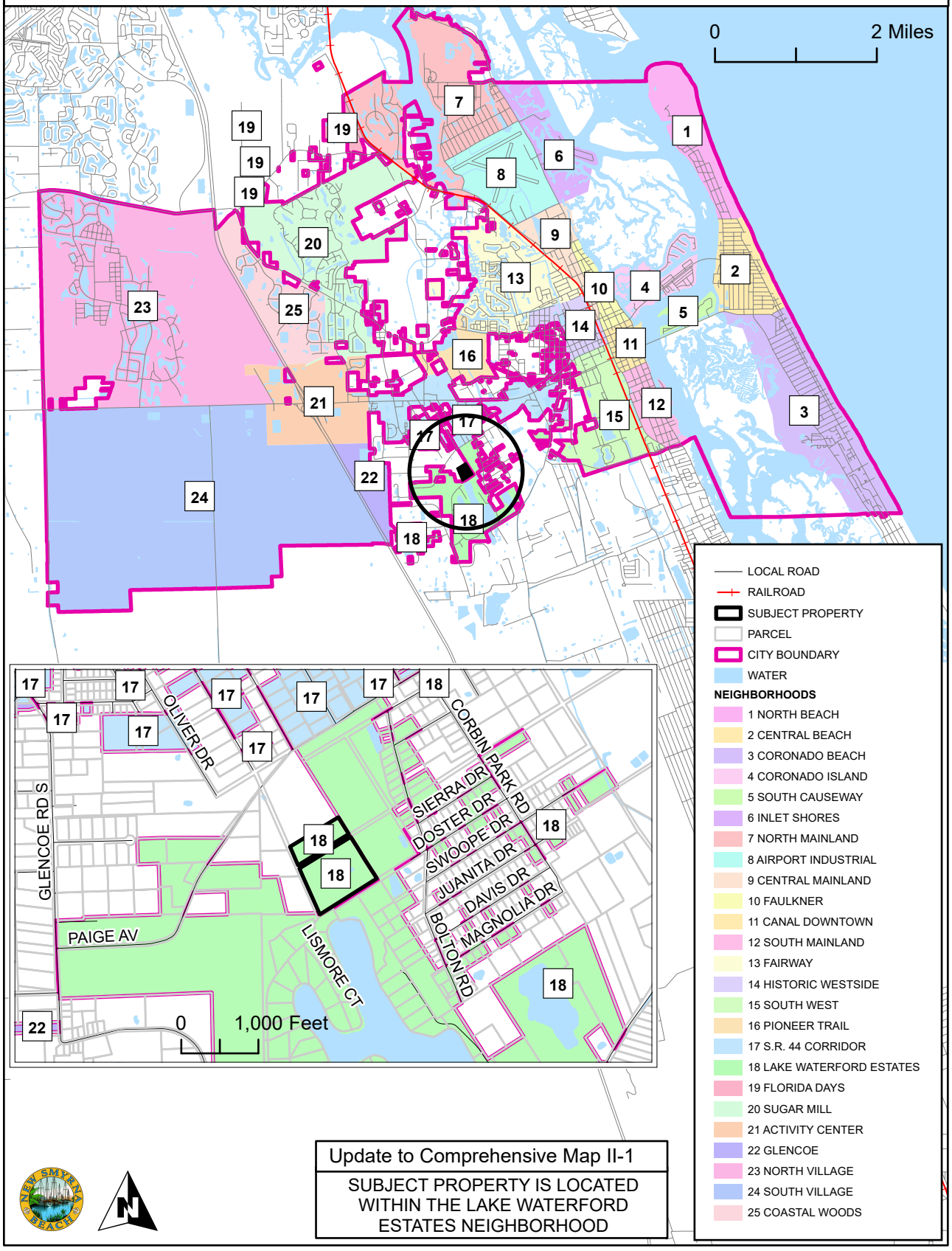
FLOOD PRONE AREAS

A-4-25



NEIGHBORHOODS

A-4-25

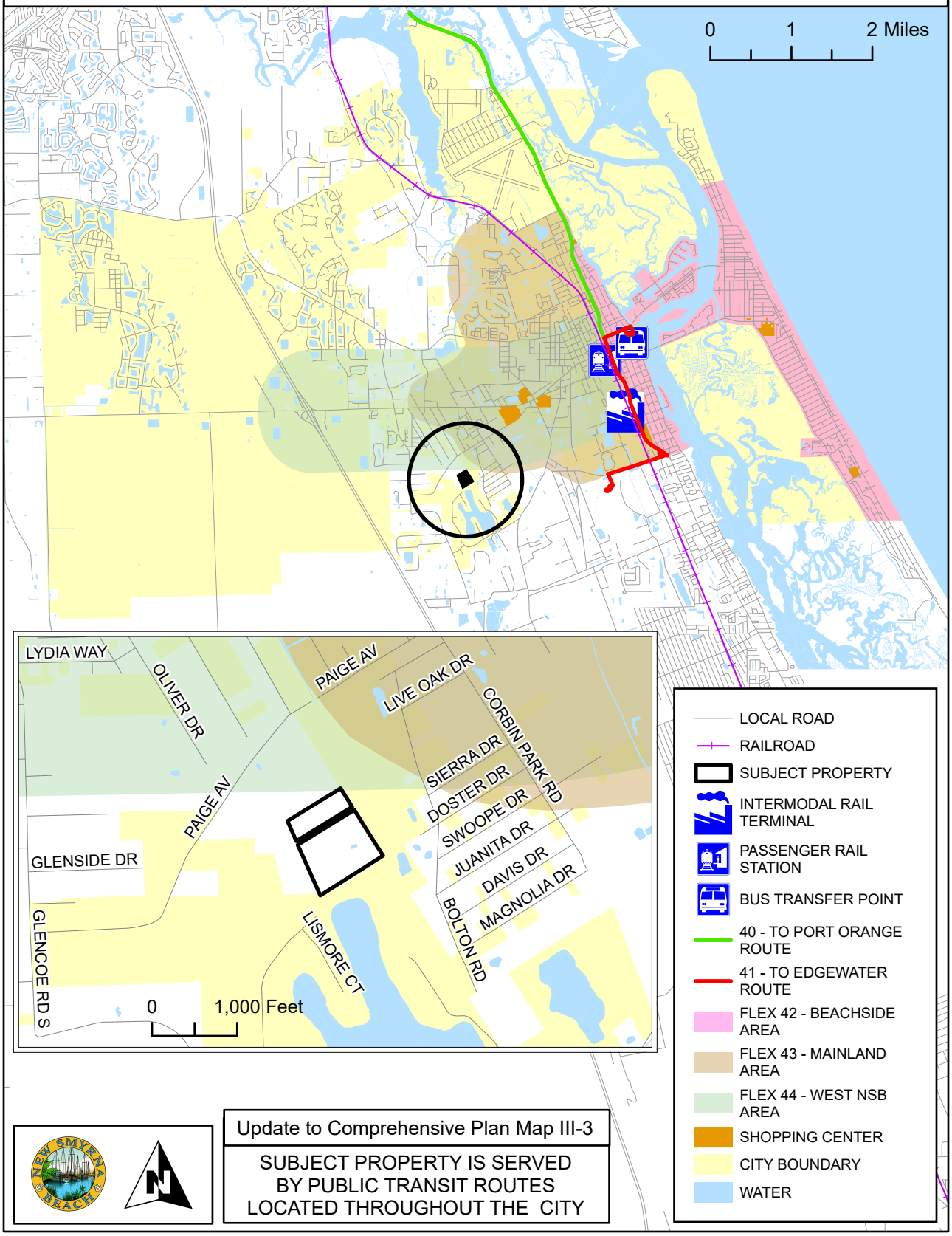


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-4-25

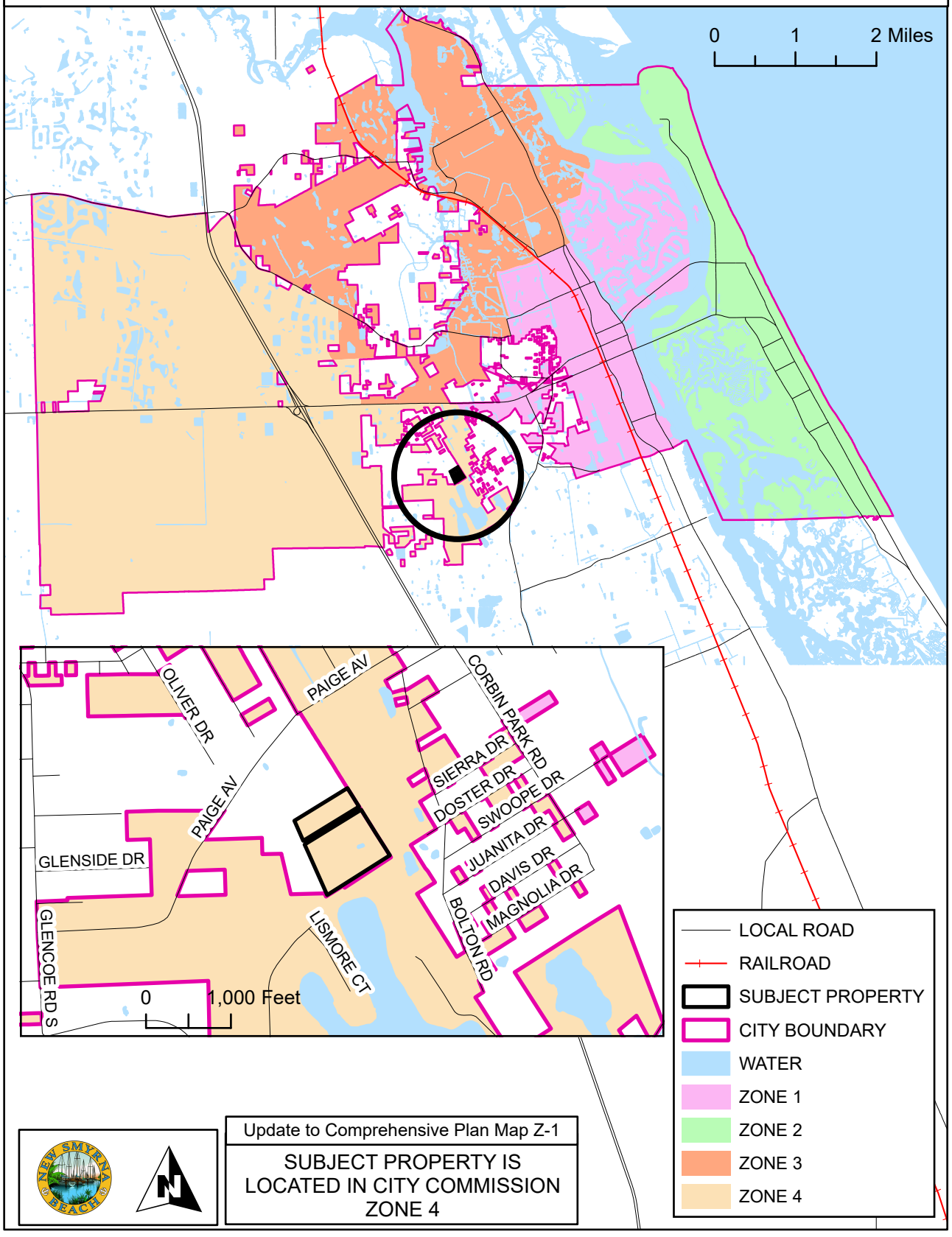


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

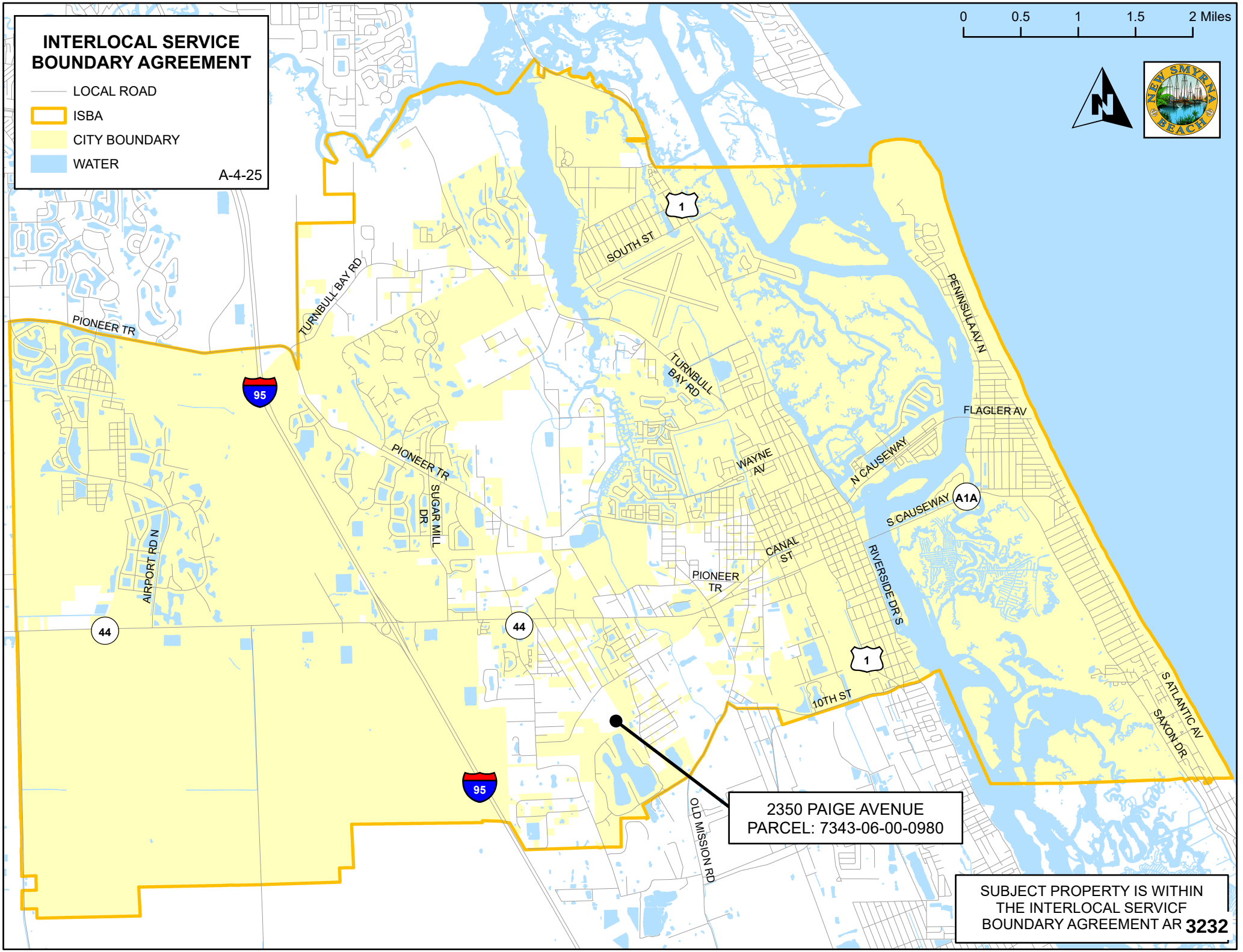
COMMISSION ZONES

A-4-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3232

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUGHLIN

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 26-25 Small Scale 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 26-25 revises the City's Comprehensive Plans to show this conservation land in the City's boundaries.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 26-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* AND *LOW IMPACT URBAN* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the north; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the north; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard

Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on April 7, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the north.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the north.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5),

Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-4-25

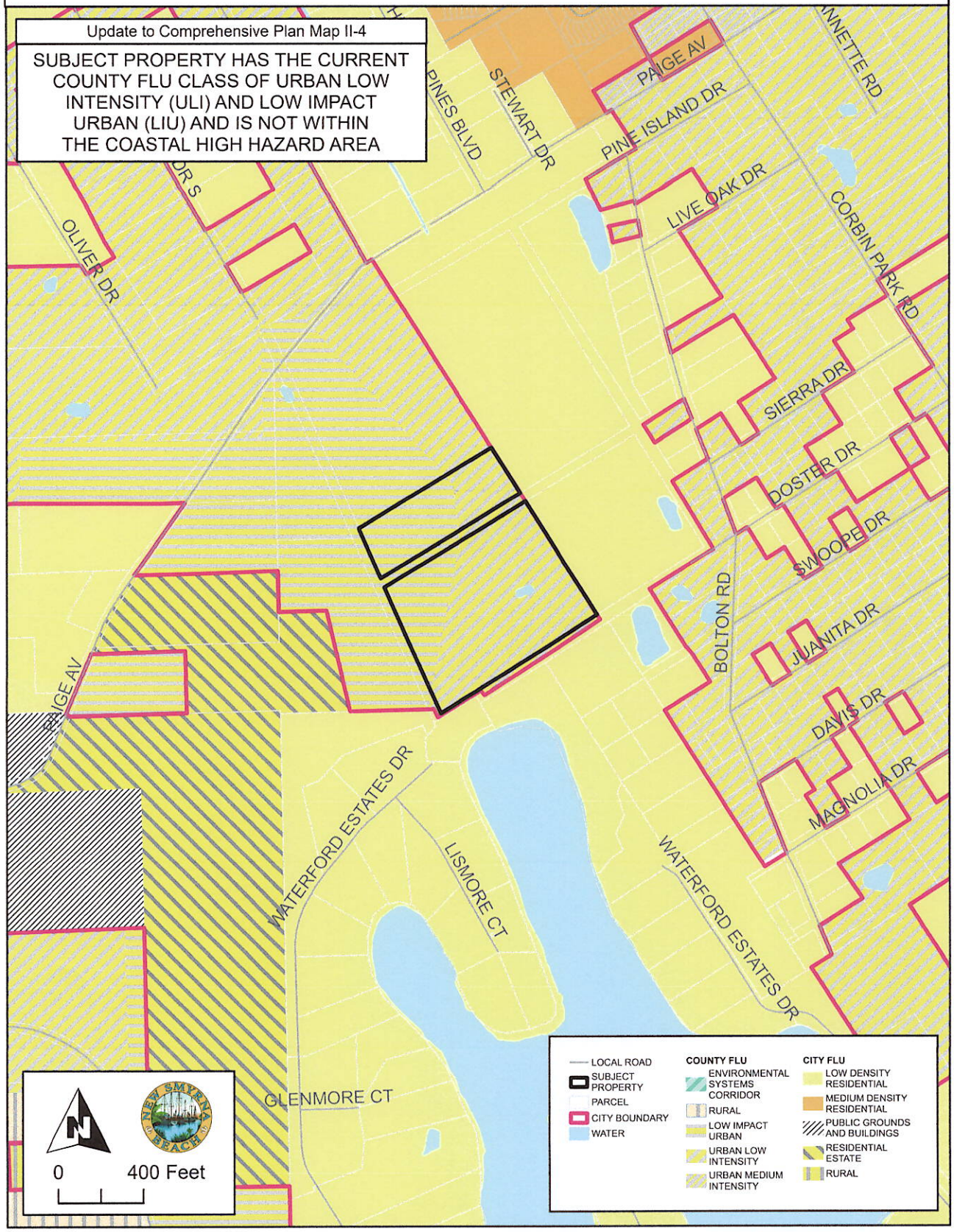


EXHIBIT "A"

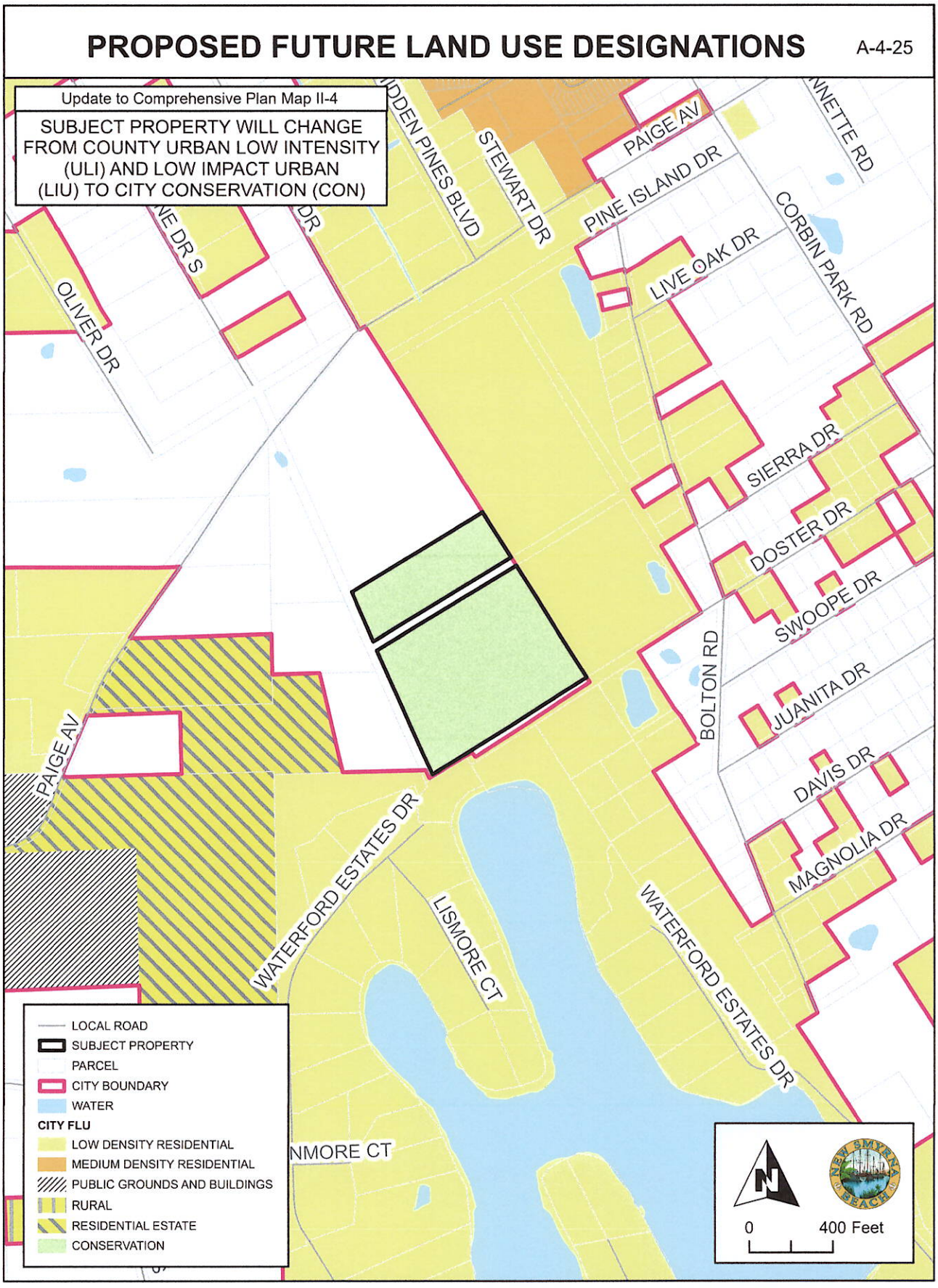

PROPOSED FUTURE LAND USE DESIGNATIONS
A-4-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) AND LOW IMPACT URBAN (LIU) TO CITY CONSERVATION (CON)
PAIGE AV
PINE ISLAND DR
STEWART DR
CORBIN PARK RD
LIVE OAK DR
OLIVER DR
SIERRA DR
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
DAVIS DR
MAGNOLIA DR
WATERFORD ESTATES DR
LISMORE CT
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
PUBLIC GROUNDS AND BUILDINGS
RURAL
RESIDENTIAL ESTATE
CONSERVATION
0
400 Feet

EXHIBIT "B"

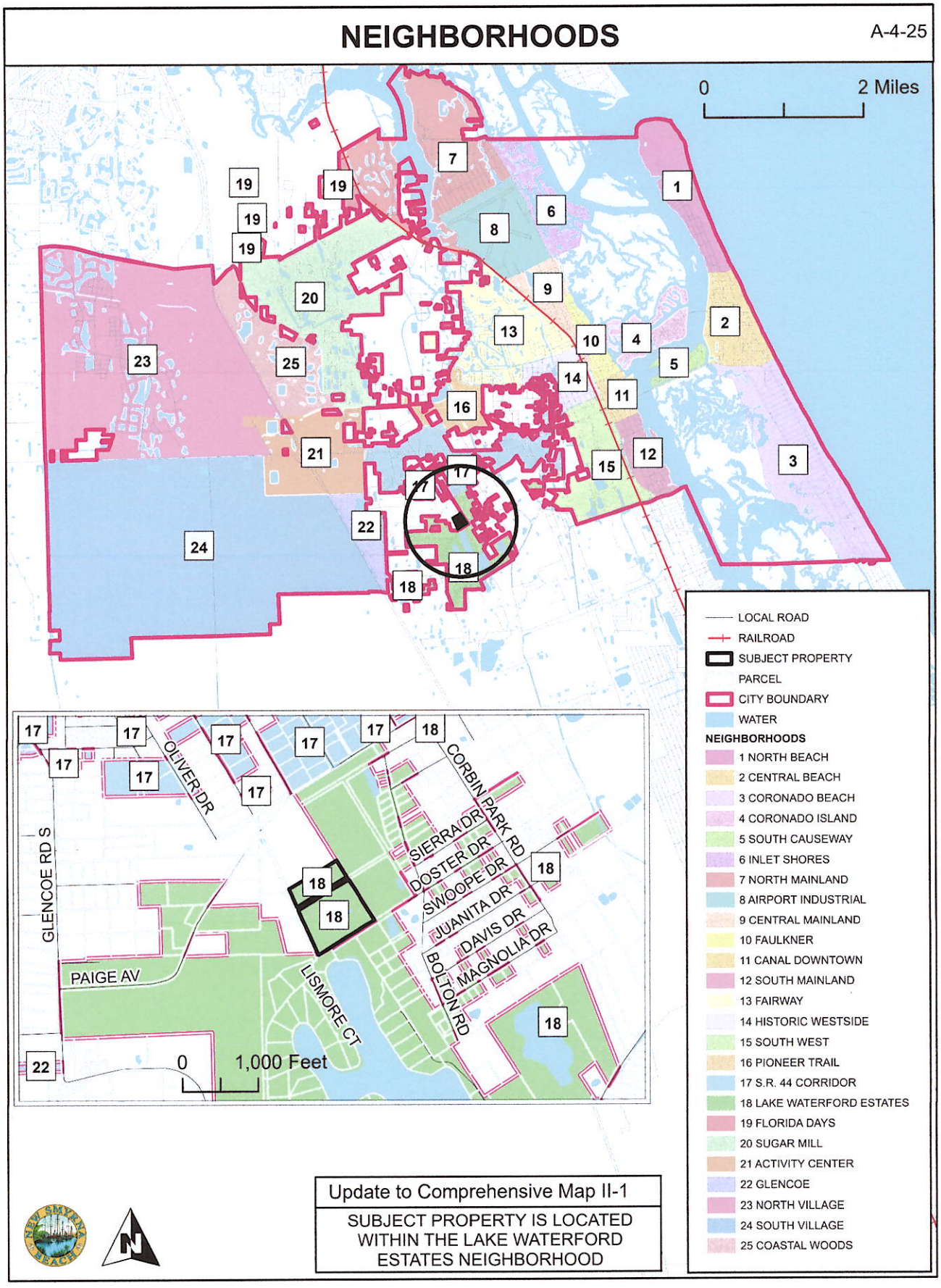

NEIGHBORHOODS
A-4-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
GLENCOE RD S
OLIVER DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
LISMORE CT
0
1,000 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-4-25

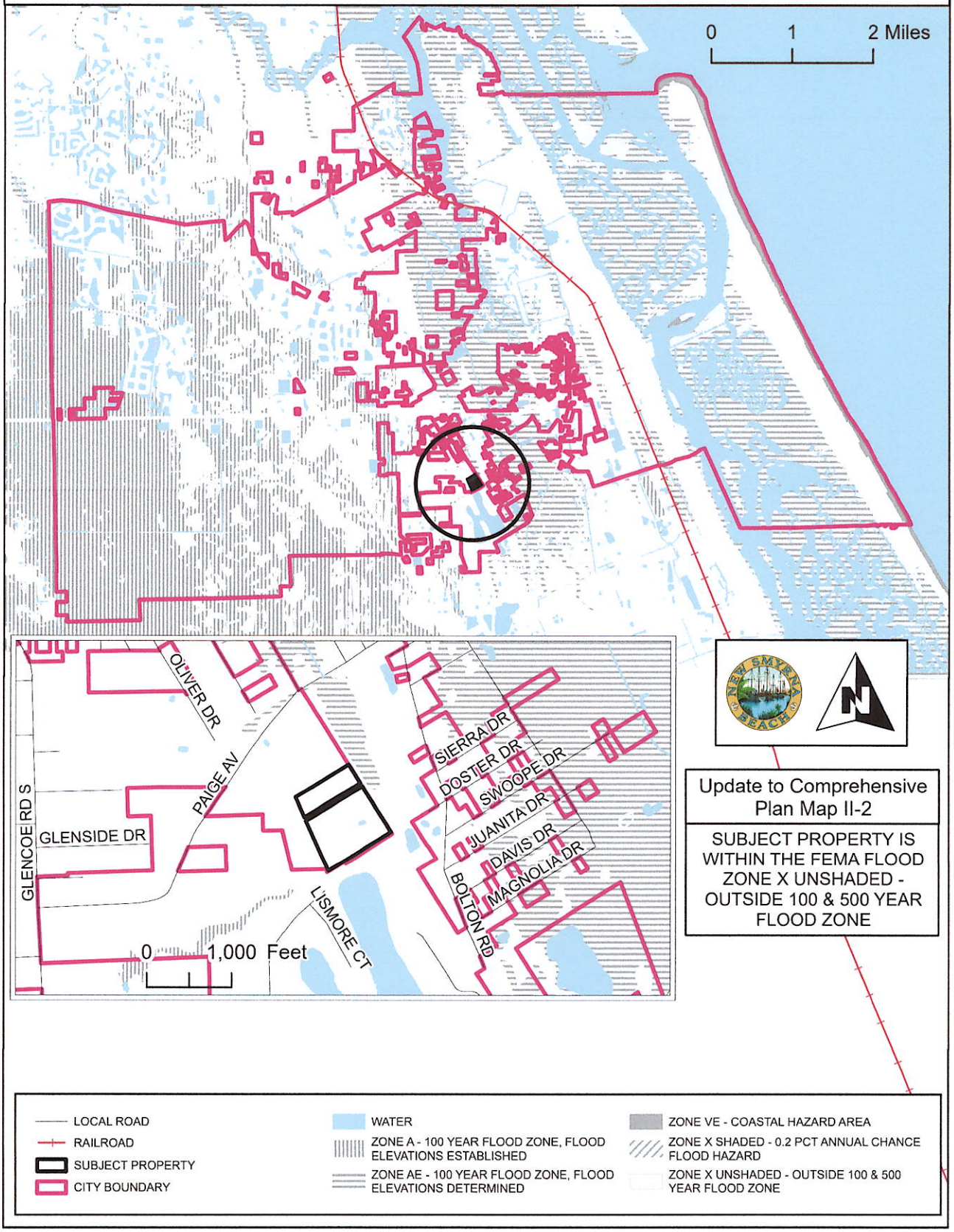


EXHIBIT "D"

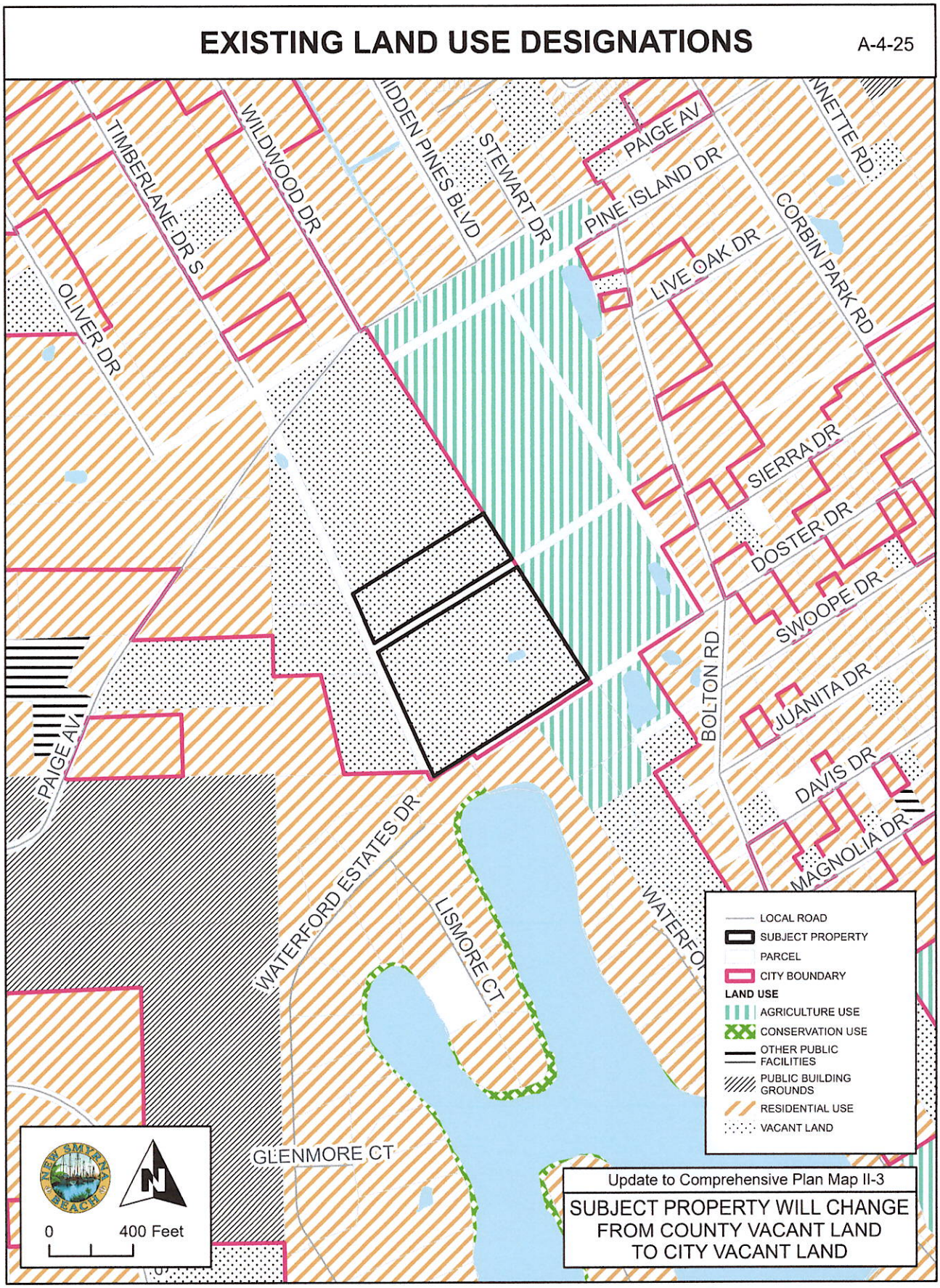
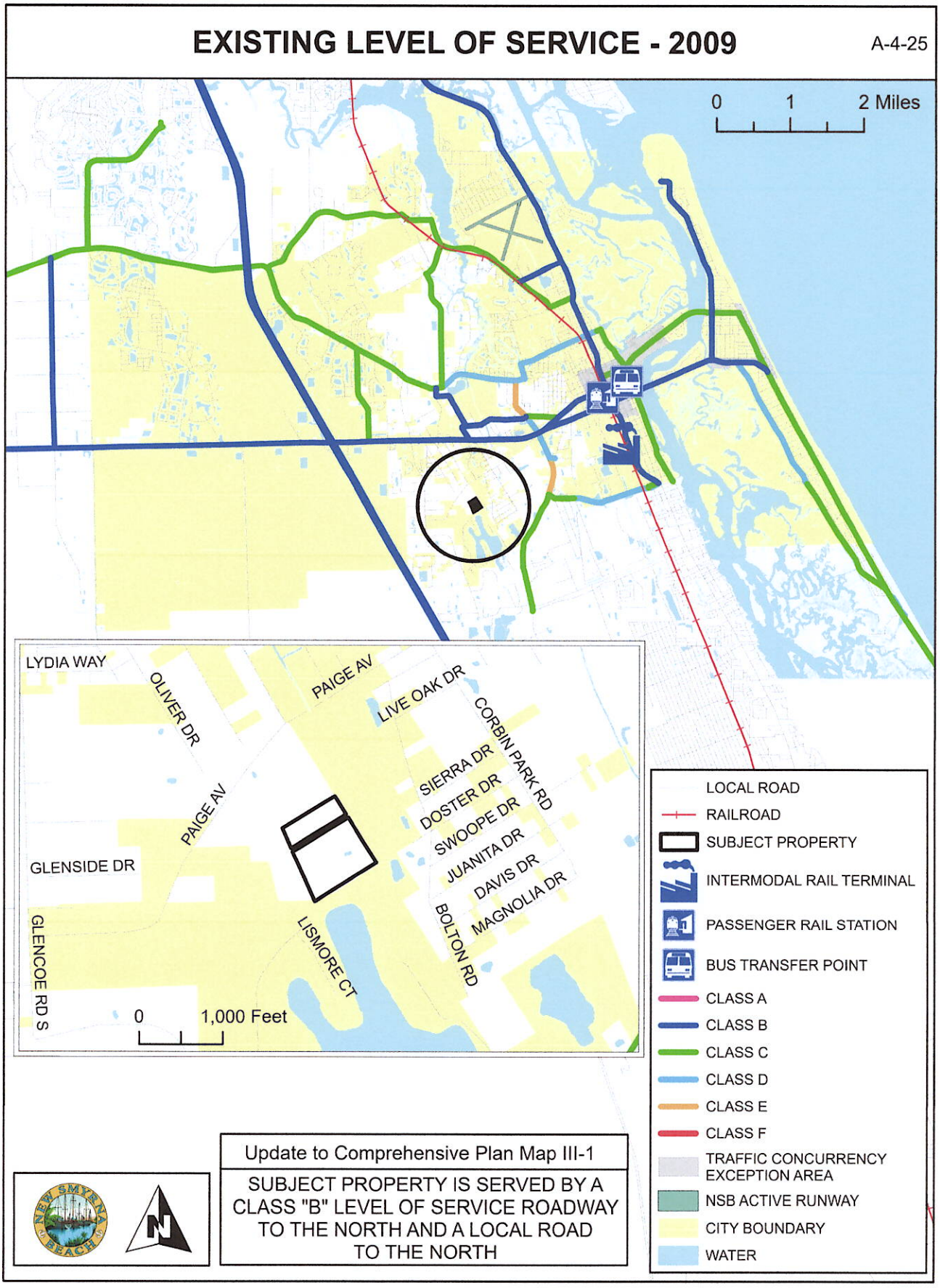

EXISTING LAND USE DESIGNATIONS
A-4-25
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
STEWART DR
PAIGE AV
PINE ISLAND DR
VNETTE RD
CORBIN PARK RD
LIVE OAK DR
OLIVER DR
SIERRA DR
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
DAVIS DR
MAGNOLIA DR
PAIGE AV
WATERFORD ESTATES DR
LISMORE CT
WATERFO
GLENMORE CT
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
AGRICULTURE USE
CONSERVATION USE
OTHER PUBLIC FACILITIES
PUBLIC BUILDING GROUNDS
RESIDENTIAL USE
VACANT LAND
0
400 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY VACANT LAND TO CITY VACANT LAND

EXHIBIT "E"


EXISTING LEVEL OF SERVICE - 2009
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

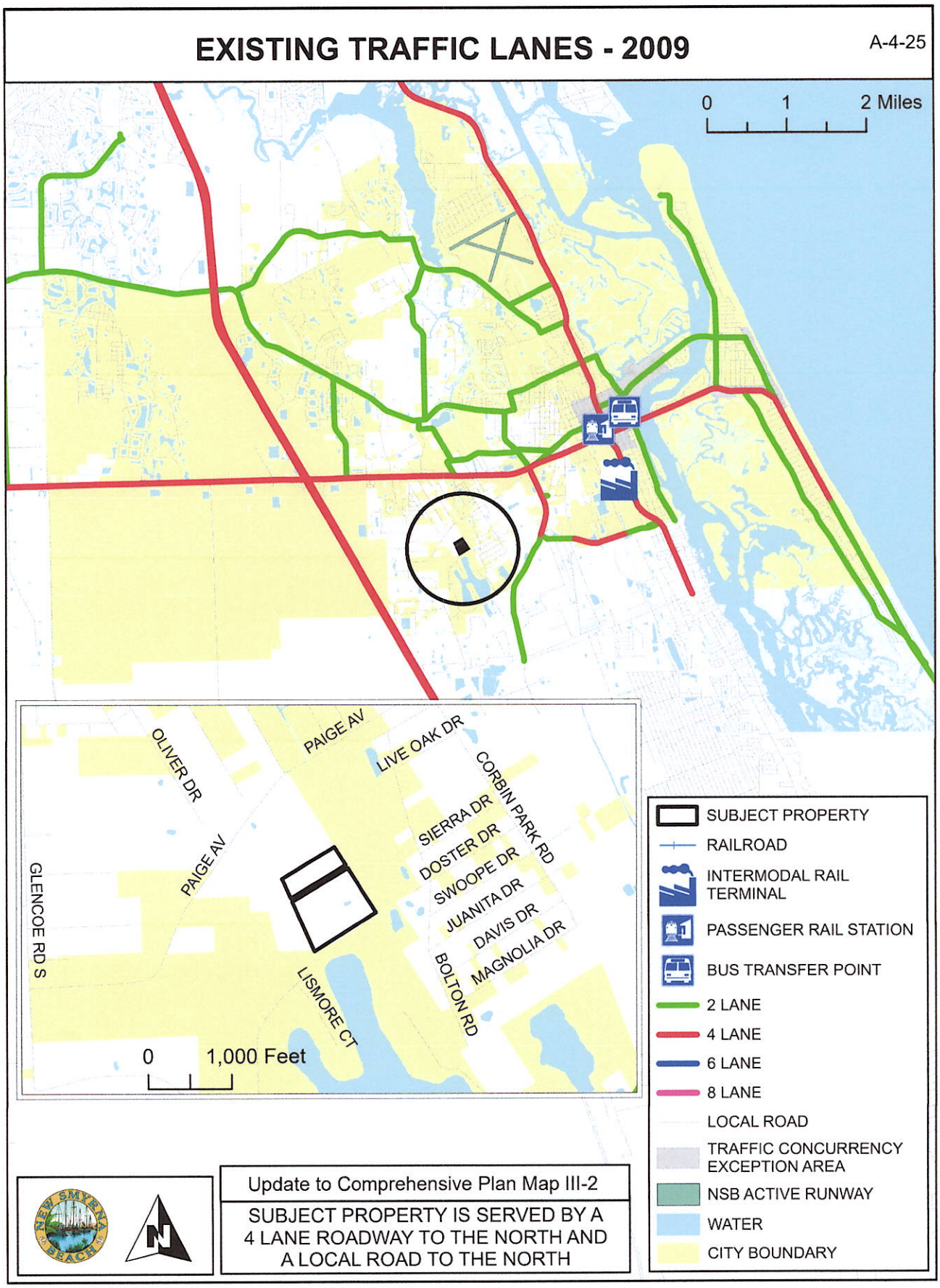
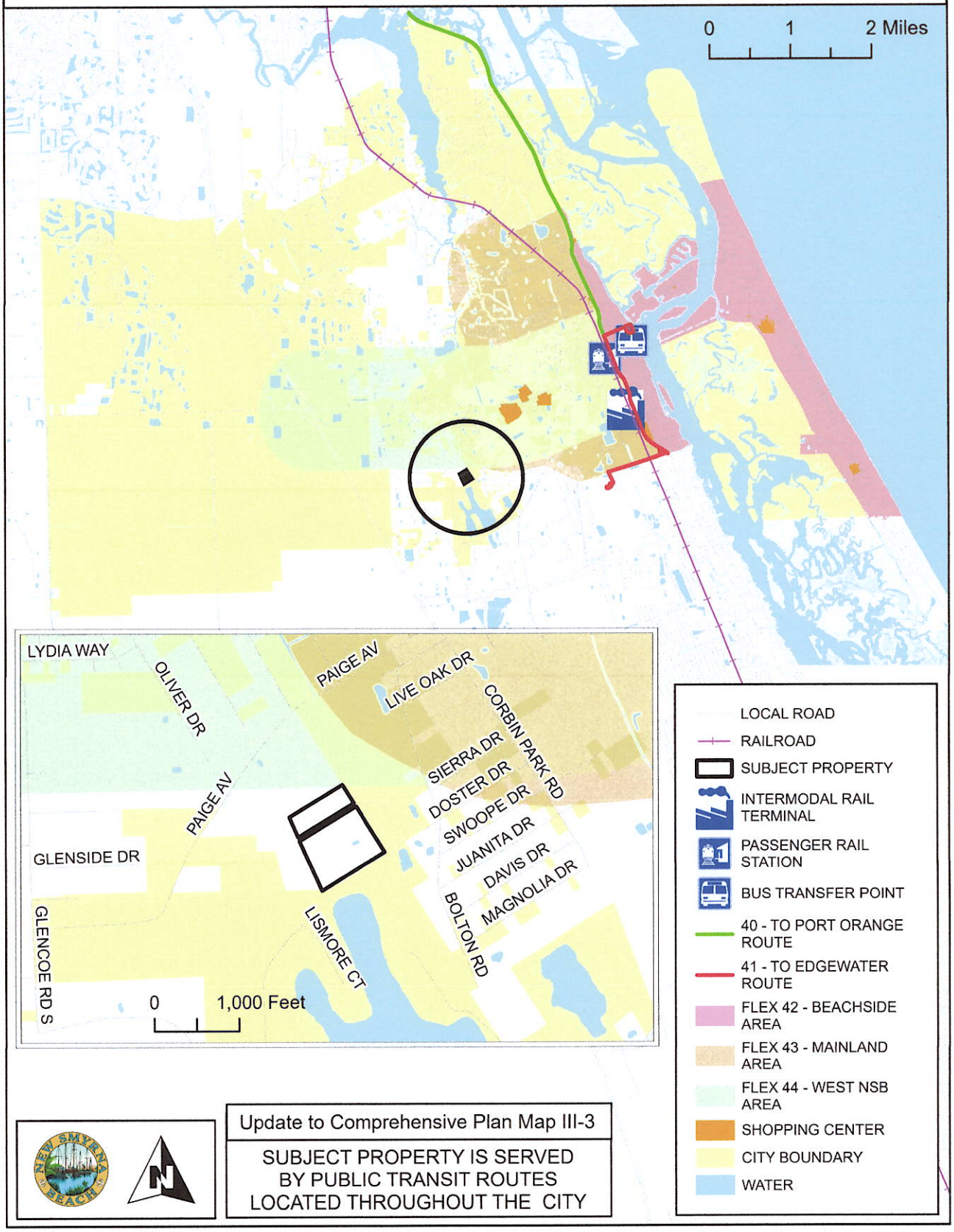

EXISTING TRAFFIC LANES - 2009
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
PAIGE AV
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXHIBIT "G"

PUBLIC TRANSIT ROUTES

A-4-25



Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

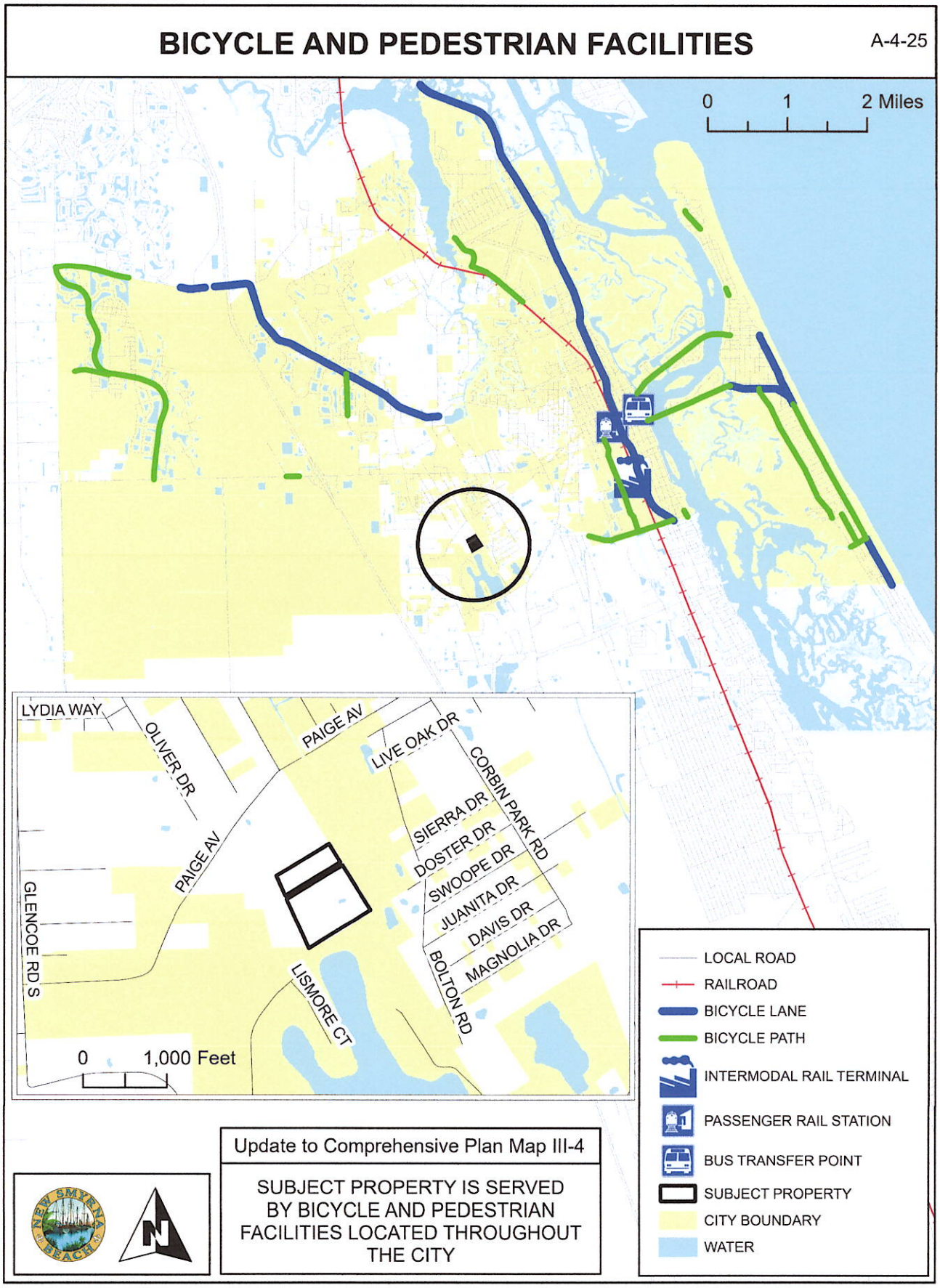

BICYCLE AND PEDESTRIAN FACILITIES
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

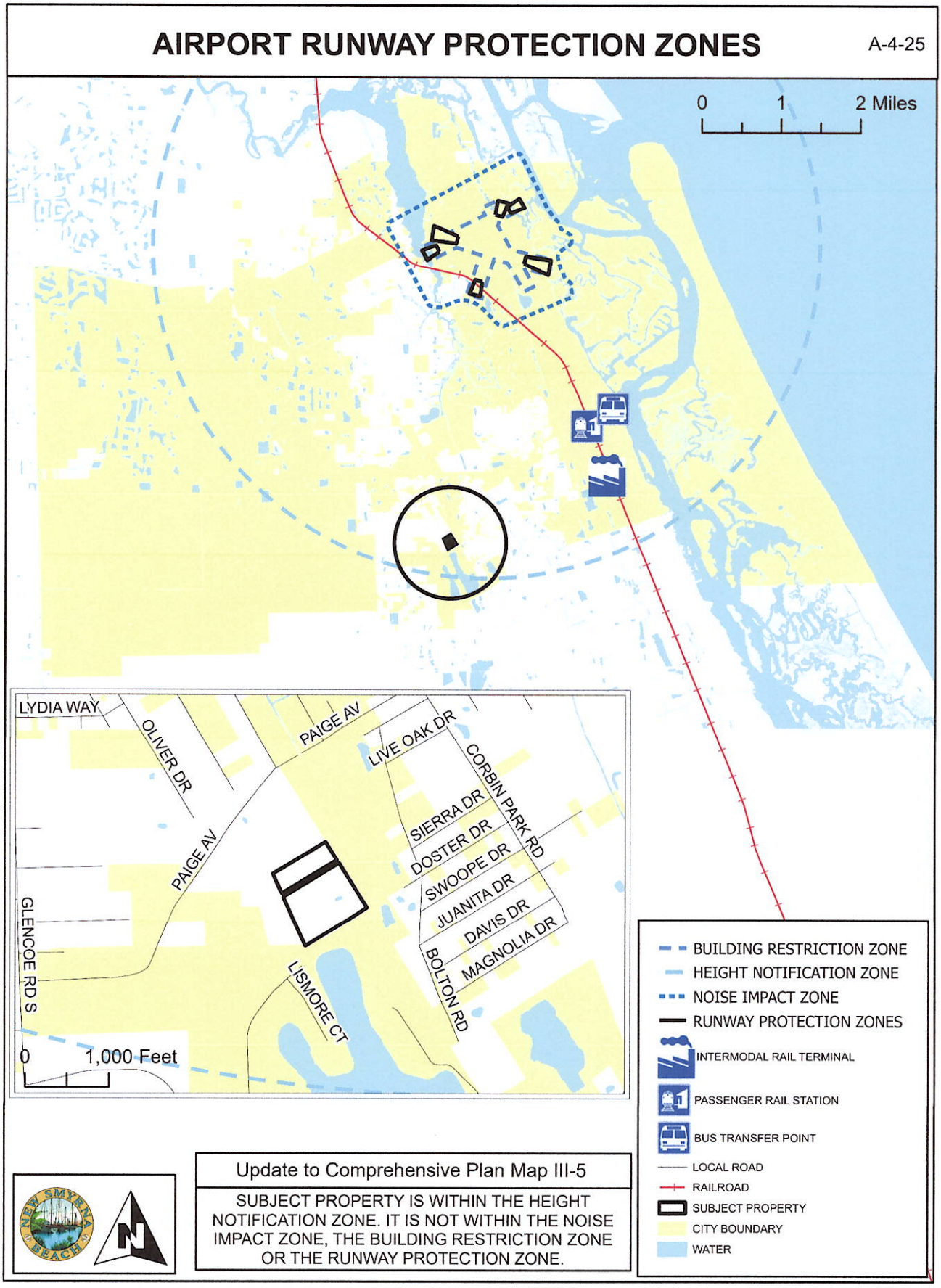

AIRPORT RUNWAY PROTECTION ZONES
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENCOE RD S
LISMORE CT
0 1,000 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

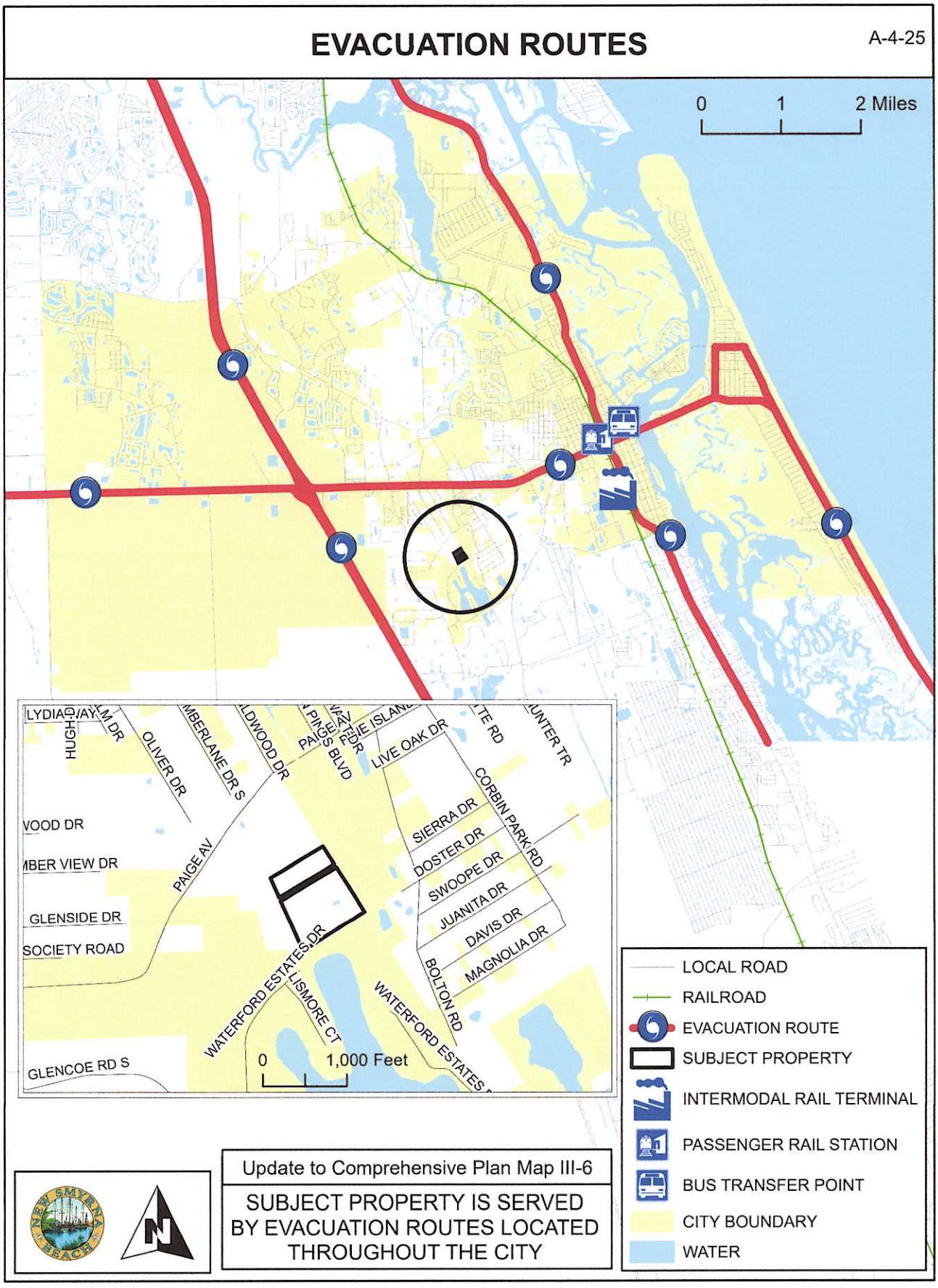

EVACUATION ROUTES
A-4-25
0 1 2 Miles
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
OLIVER DR
WATERFORD ESTATES DR
LISMORE CT
GLENSIDE DR
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

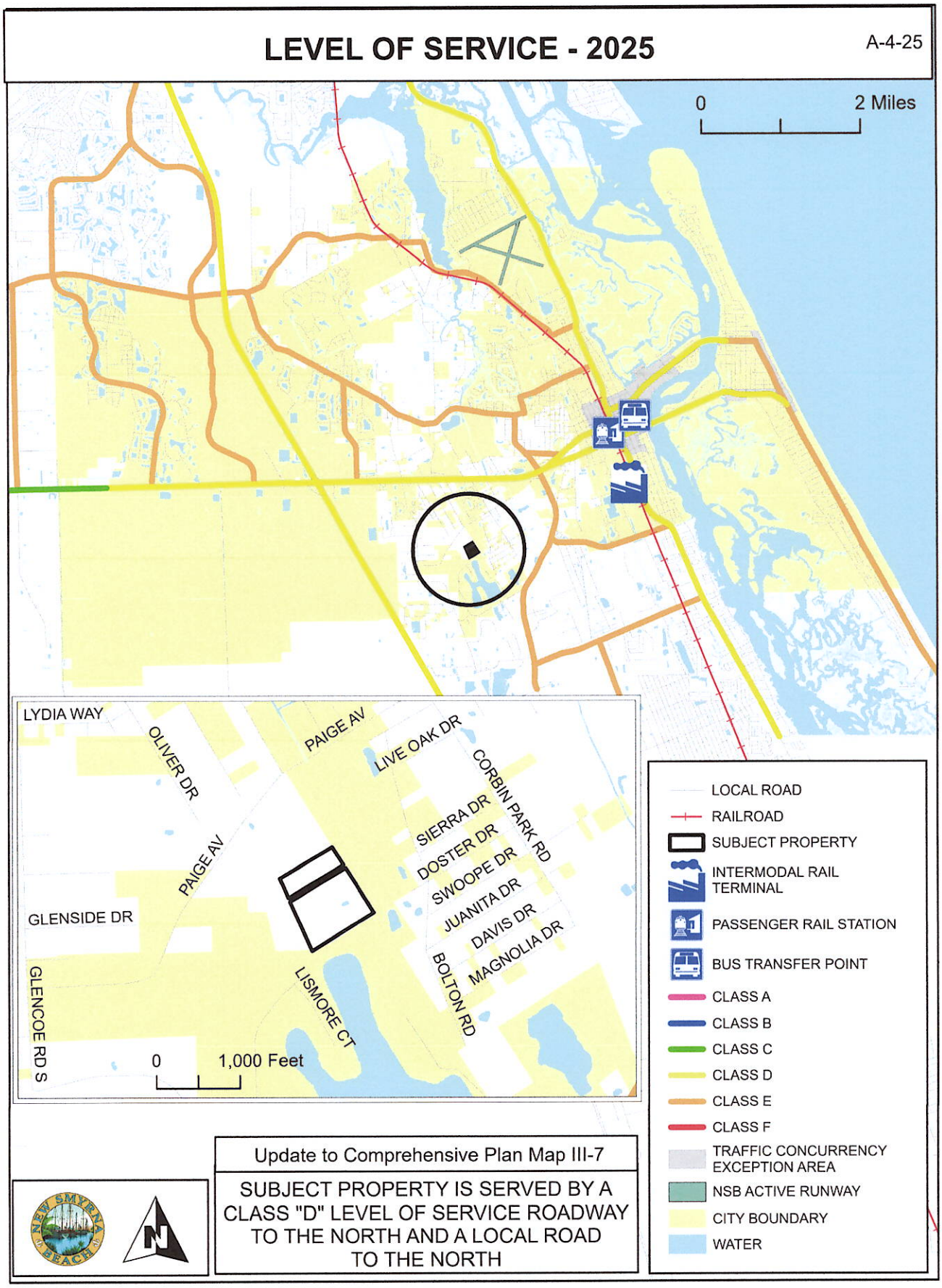

LEVEL OF SERVICE - 2025
A-4-25
0
2 Miles
A
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXHIBIT "L"

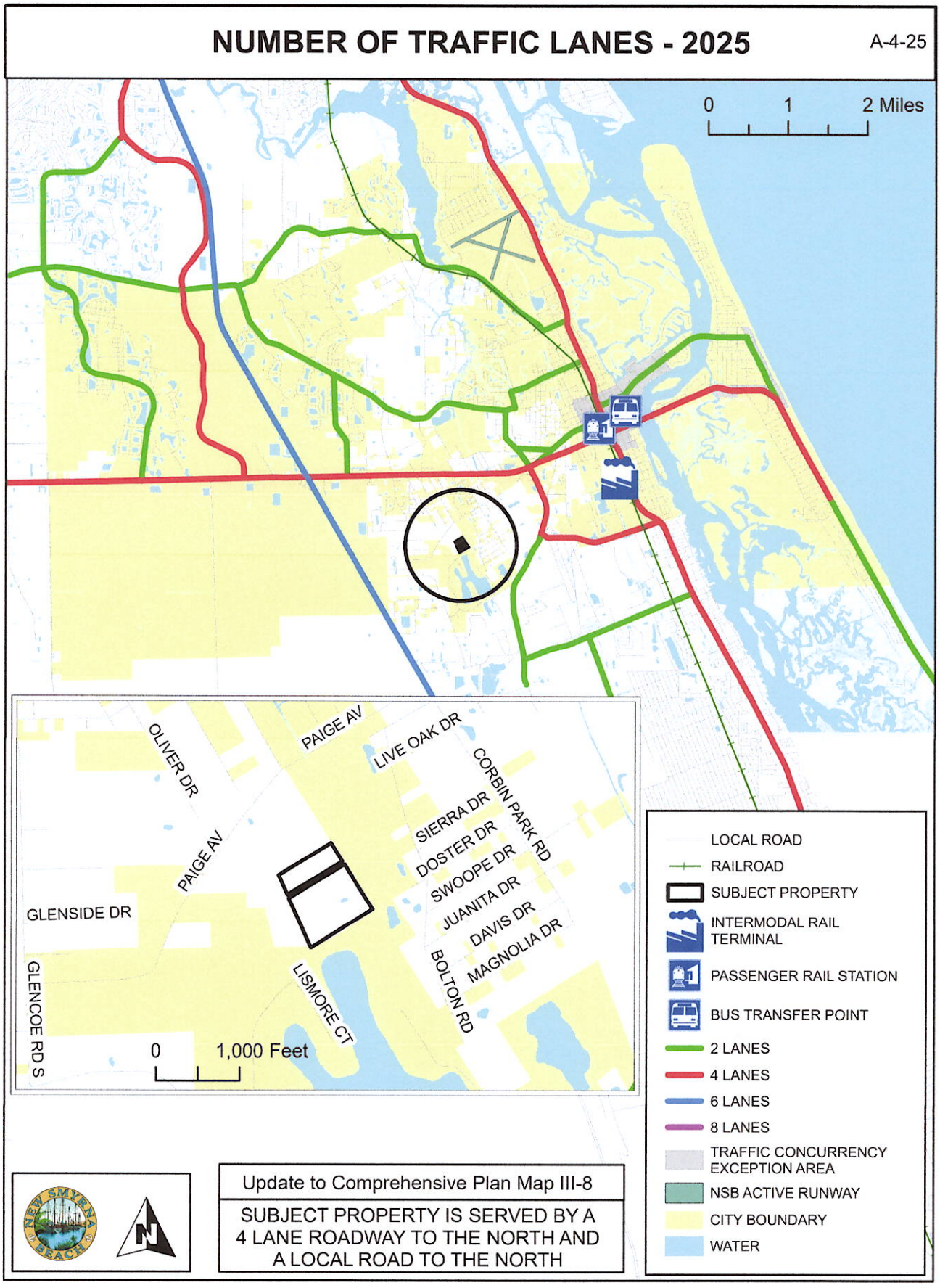

NUMBER OF TRAFFIC LANES - 2025
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENSIDE DR
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXHIBIT "M"

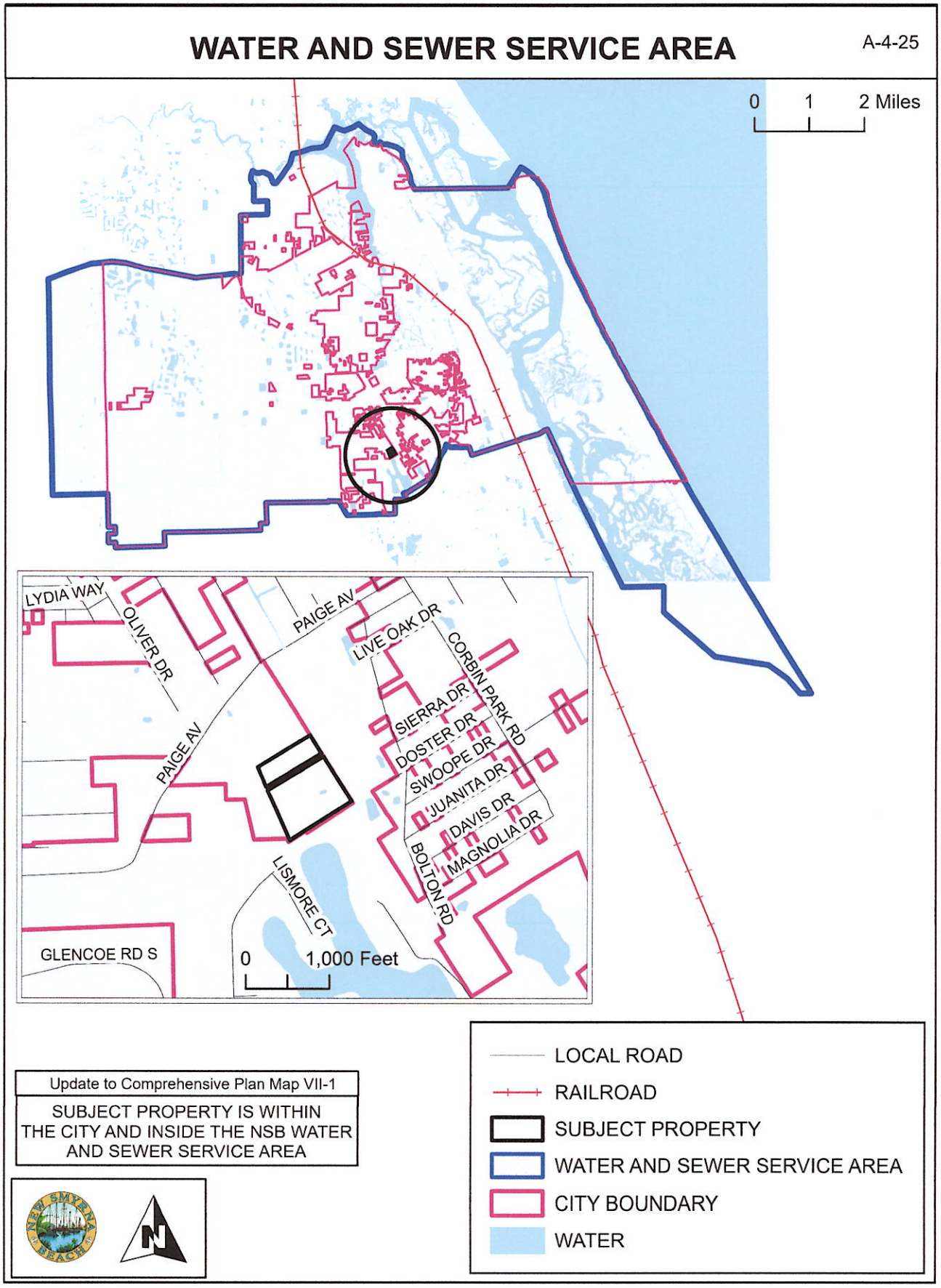

WATER AND SEWER SERVICE AREA
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0 1,000 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

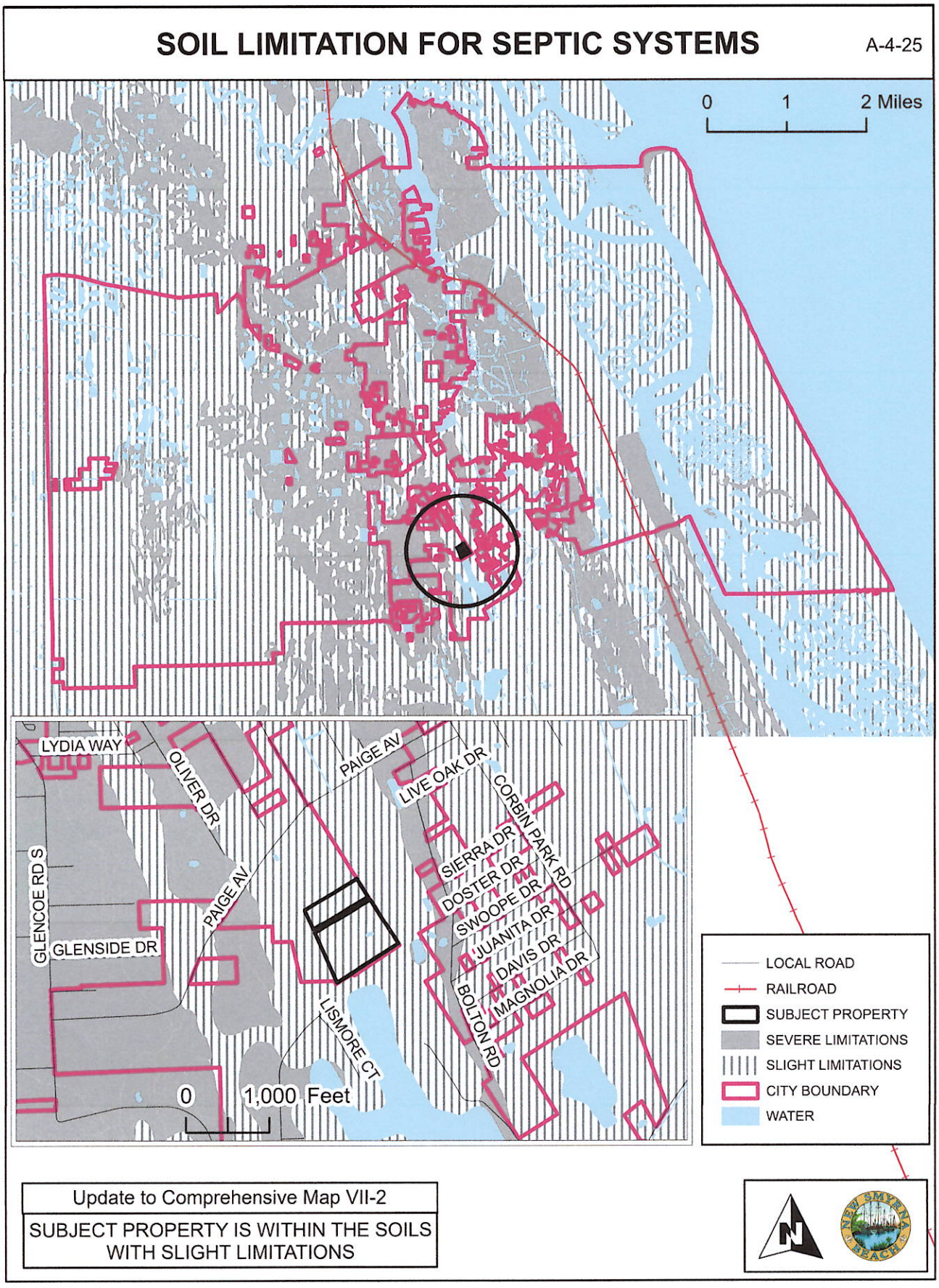
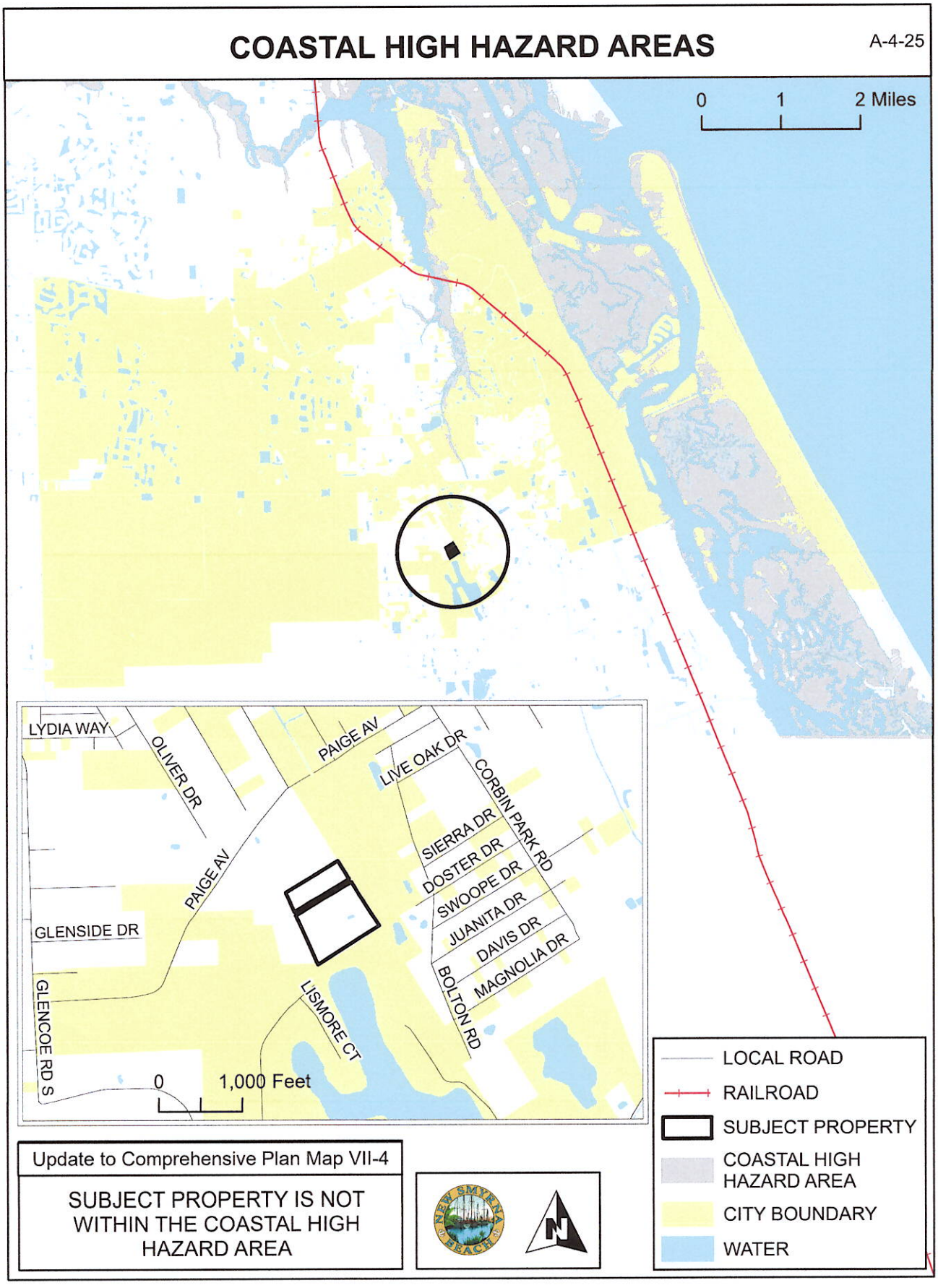
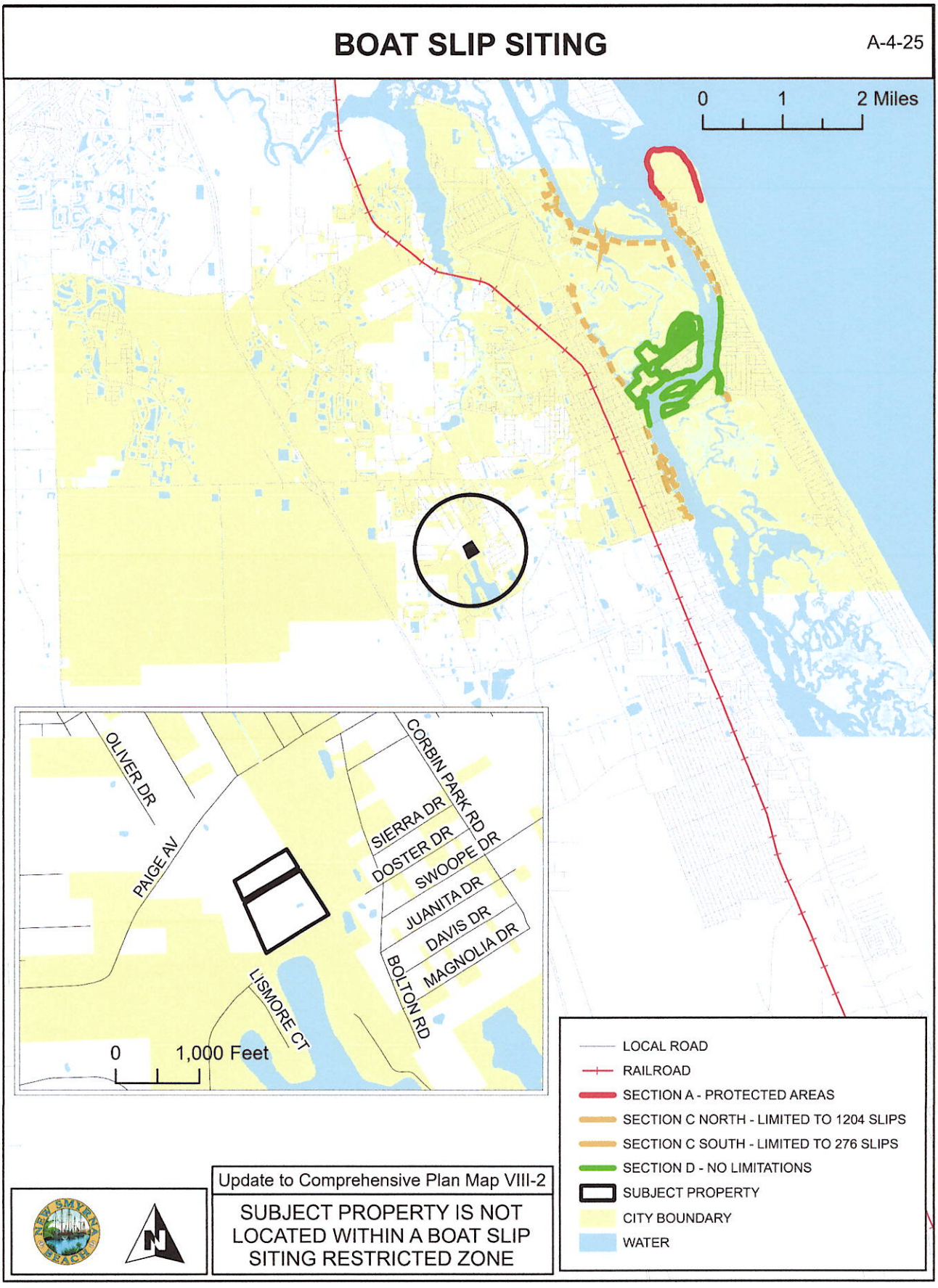

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-4-25
0
1
2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
GLENSIDE DR
PAIGE AV
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"


COASTAL HIGH HAZARD AREAS
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N


BOAT SLIP SITING
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

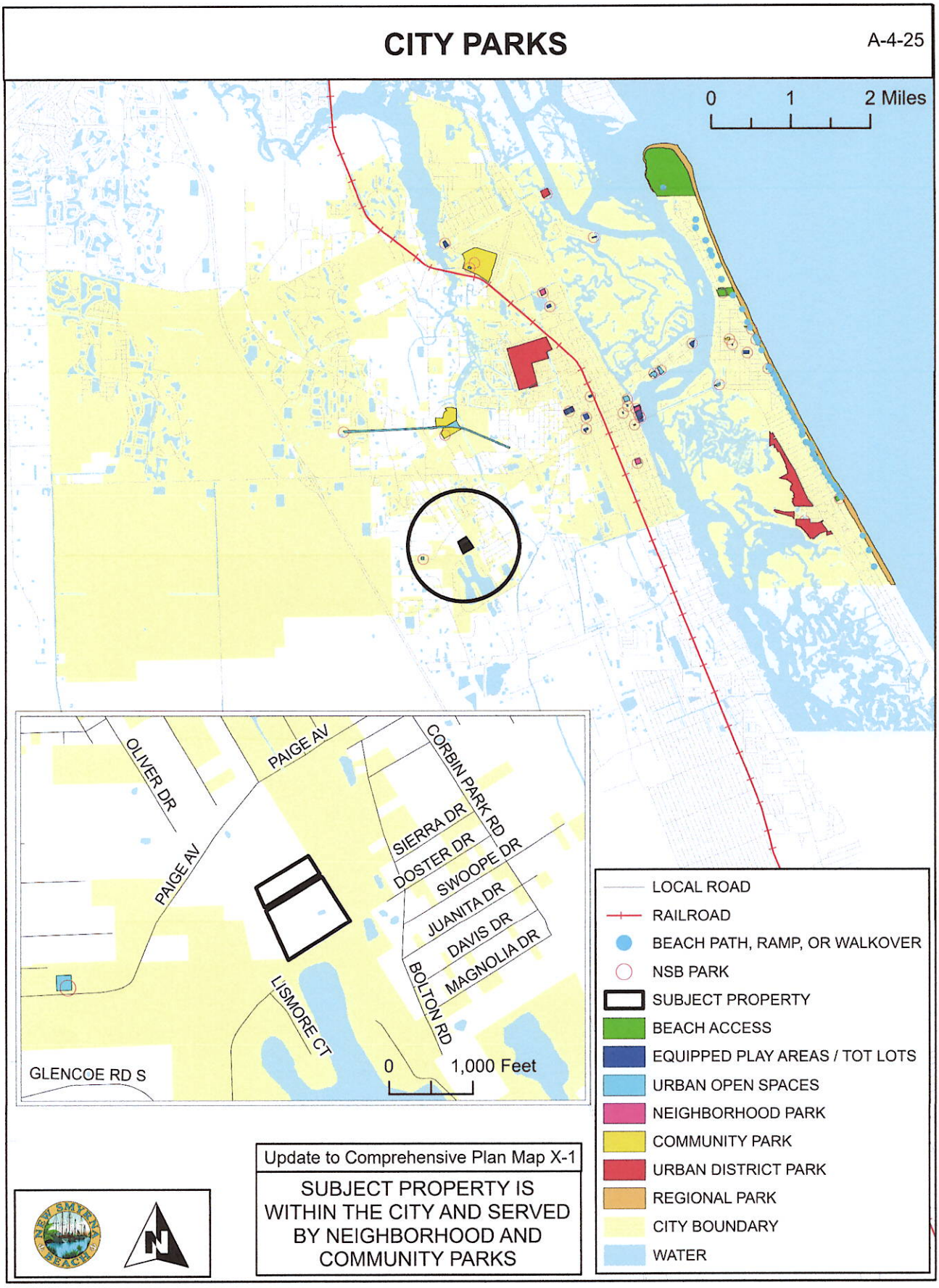
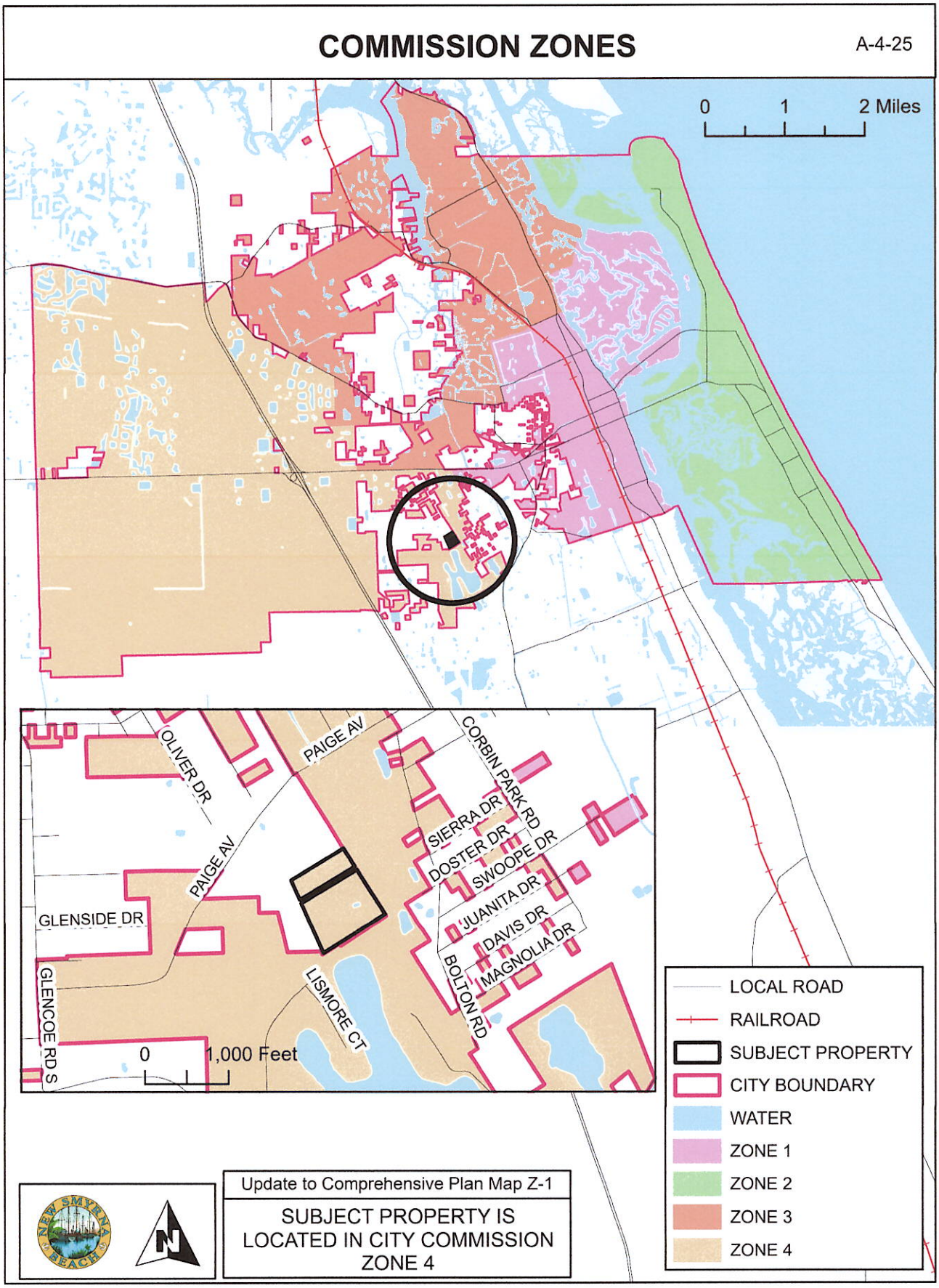

CITY PARKS
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0
1,000 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 27-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 17.5 ± ACRES OF LAND LOCATED AT 2350 PAIGE AVENUE TO CITY CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designations of R-3 and R-3(1), Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of Conservation with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County Future Land Use category is Urban Low Intensity and Low Impact Urban. The existing County zoning designations are R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Special Warranty Deed are attached as **Exhibits I** and **J**. A declaration of Restricted Covenant is attached as **Exhibit K**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The planning Department recommends the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

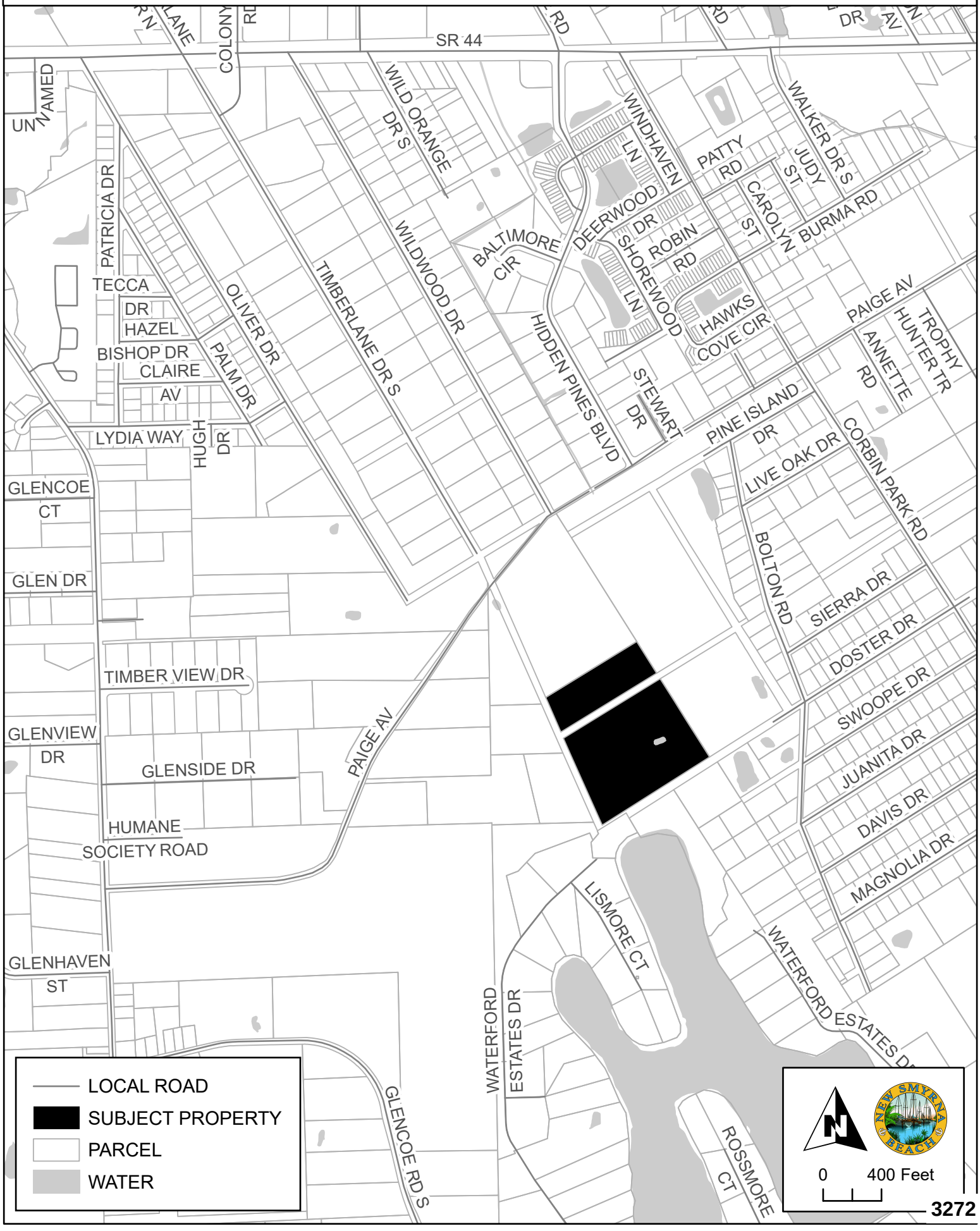
Strategic Plan Item:
Yes

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-3 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Special Warranty Deed.pdf
Exhibit K Dedication to Public Use.pdf
Business Impact Estimate - Ord 27-25 2350 Paige Ave.pdf
Ord 27-25 Rezoning 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



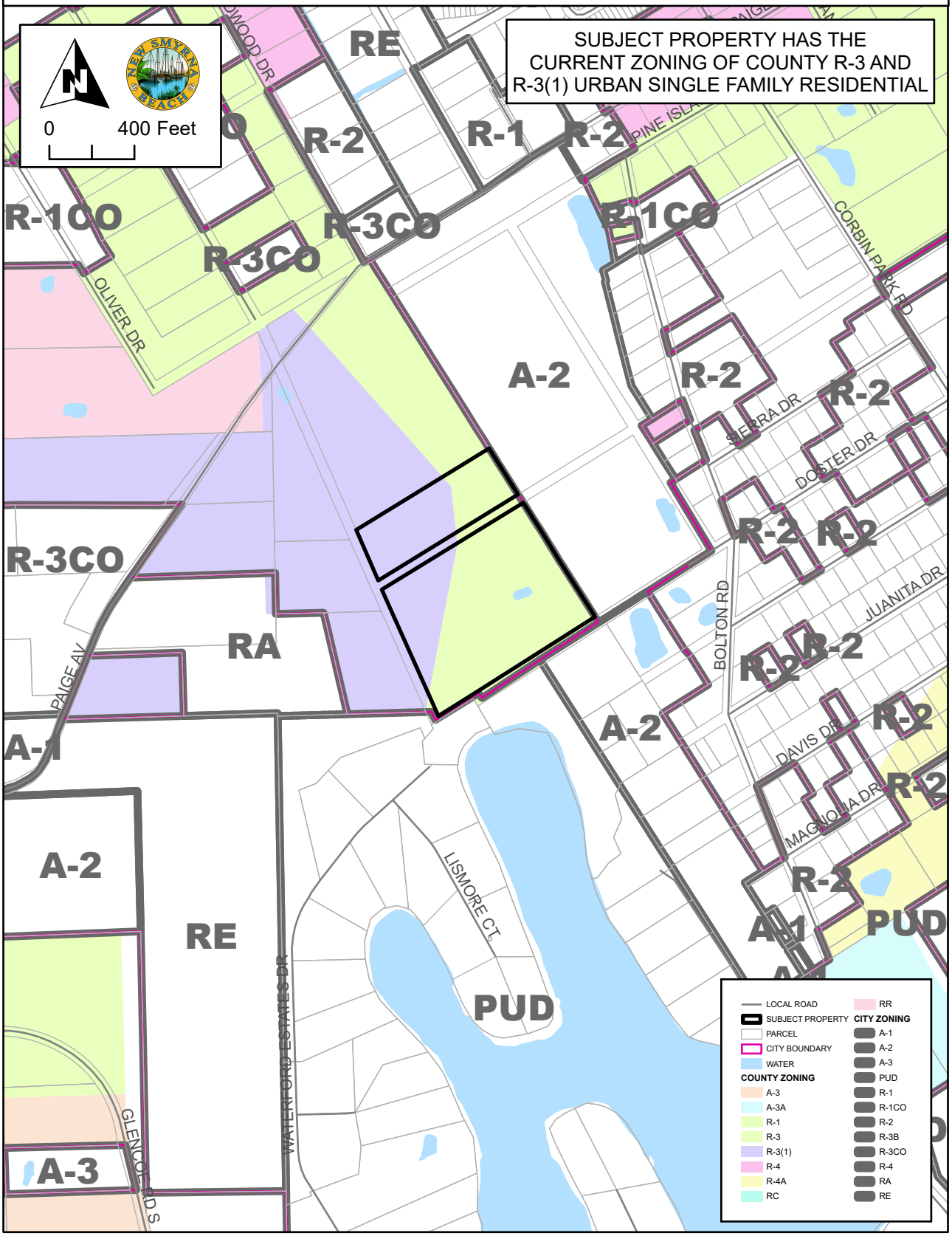
3272

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



EXISTING ZONING

A-4-25



R-3 URBAN SINGLE-FAMILY

RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-3 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structure: In the R-3 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 10,000 square feet.

Width: 85 feet.

Minimum yard size:

Front yard: 30 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

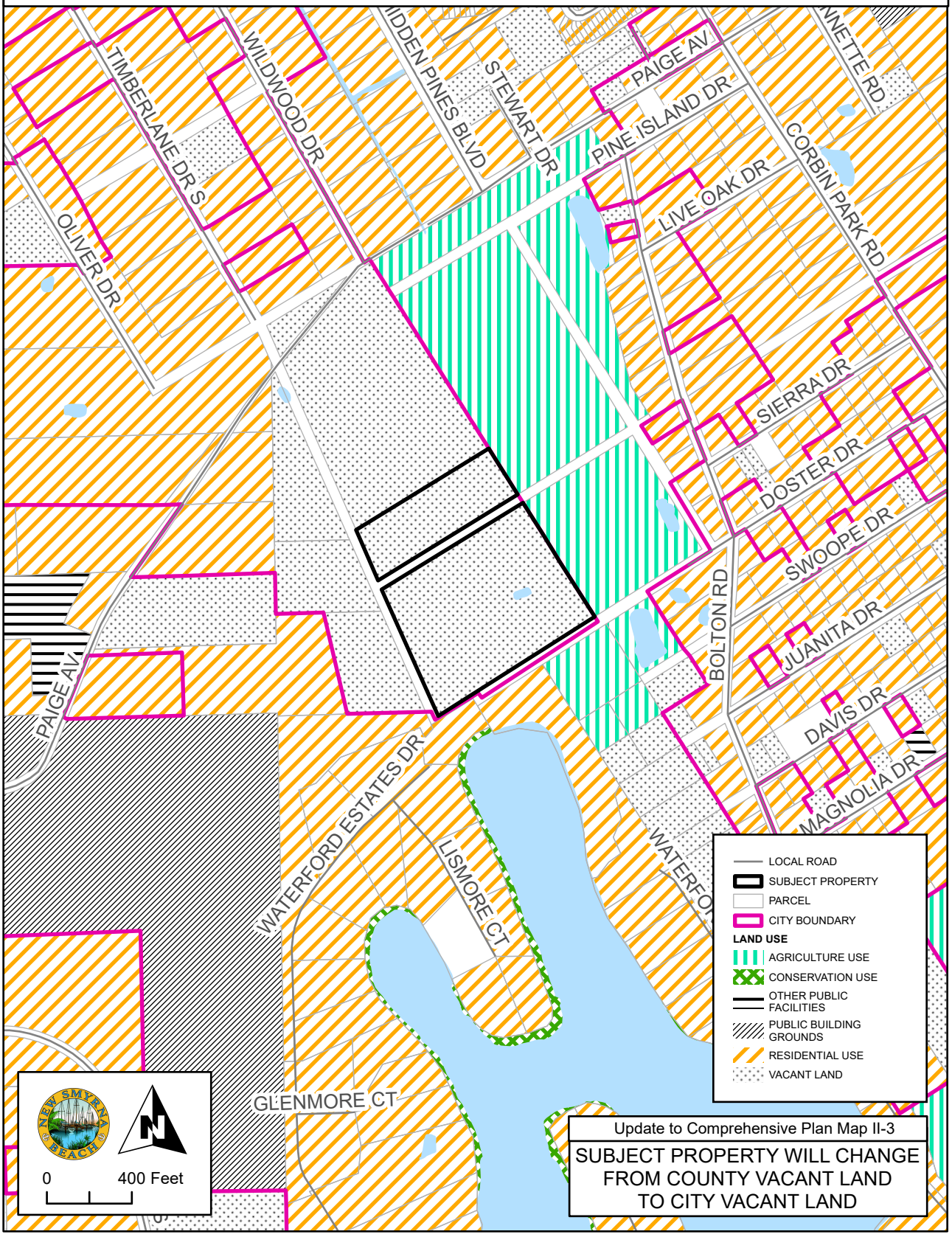
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-4-25



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

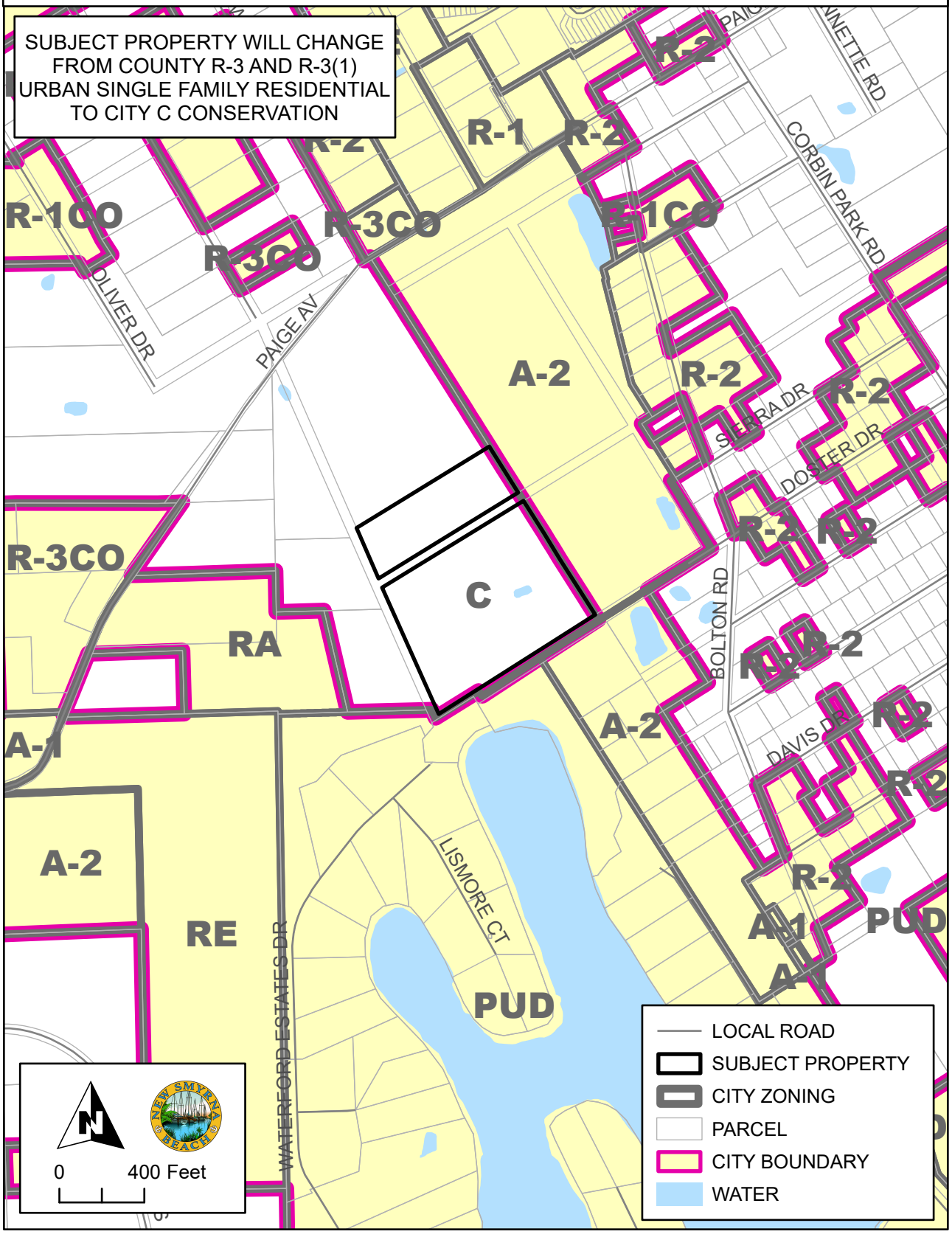
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

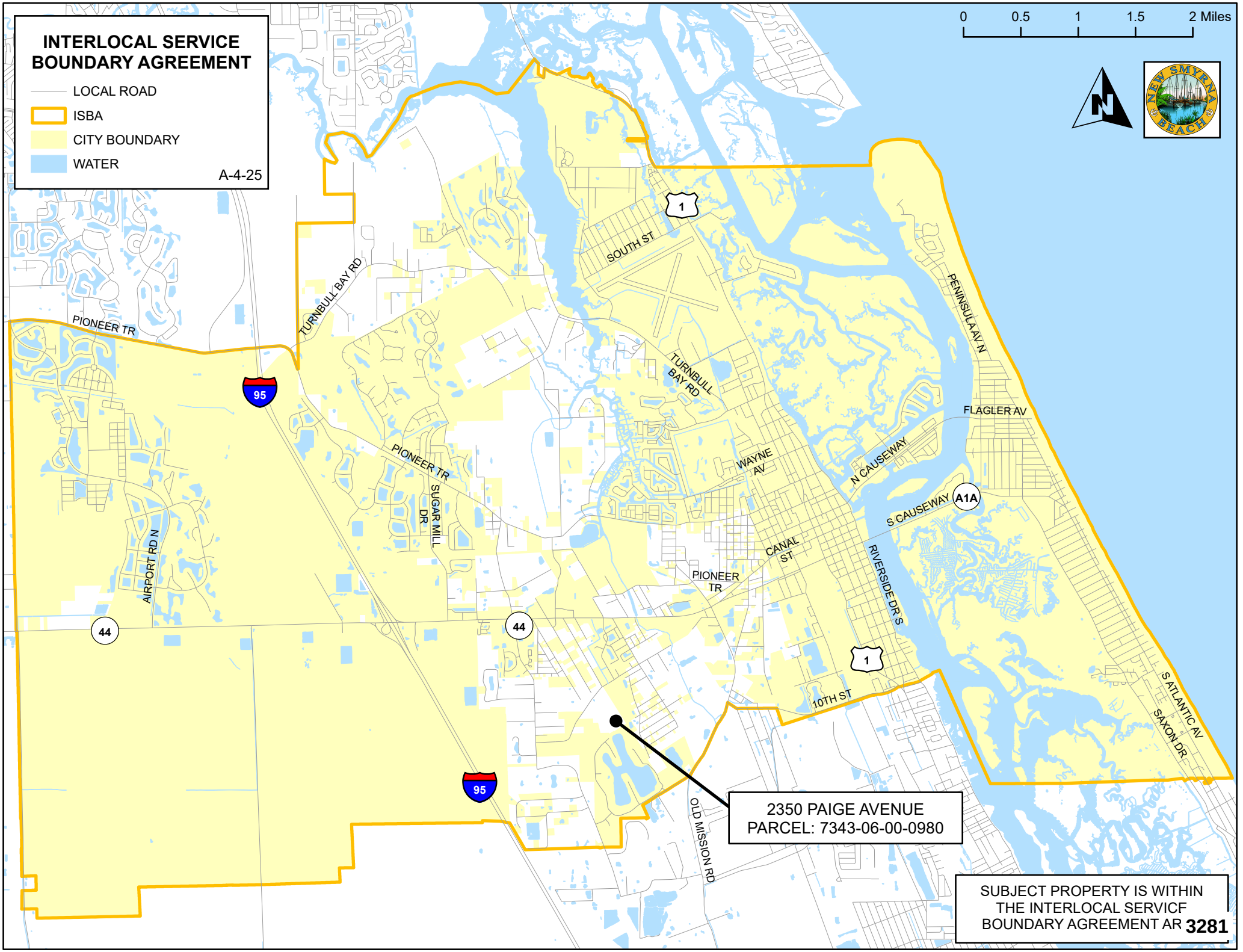
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-4-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3281

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUCH

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 27-25 Rezoning 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 27-25 rezones property purchased by the City under the Turnbull Creek Preservation Referendum Bond to conservation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 27-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE, FROM VOLUSIA COUNTY *R-3* AND *R-3(1) A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, from Volusia County *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0980
2350 Paige Avenue

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

shall be and the same is hereby rezoned from Volusia *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 26-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 26-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/5/2025

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

ORDINANCE NO. 28-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD AUTHORIZE THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH TO ISSUANCE UP TO $130 MILLION IN UTILITIES SYSTEM REVENUE CERTIFICATES (BONDS).

May 27, 2025

Background:

In 2020, the Utilities Commission issued bonds for $65 million for capital improvements. Those funds were fully expended at the end of fiscal year 2024. The Utilities Commission seeks additional bond funding to continue the execution of its 10-year CIP and Strategic Modernization Projects, in an amount not to exceed $130,000,000.

Findings:

The Utilities Commission adopted Resolution No. 2025-01 at its April 28, 2025 meeting, authorizing the issuance of revenue bonds in an amount not to exceed $130 million to continue its capital improvements. In accordance with City Charter Section 8.15, prior to issuance, the City Commission must review and approve the issuance.

Fiscal Analysis:

No direct fiscal impact to the City.

Strategic Plan Item:

No

Staff Report Created By: Tracy London - Paralegal

Attachments:

UCNSBAI7-awLegalMemoReimbMemo 4-28-25(63591978.1).pdf
UCNSBResNo2025-01BondsAuthorizing 4-28-25(63591983.1).pdf
Business Impact Estimate - Ord 28-25 UC Bonds Issuance.pdf
Ord 28-25 UC Bonds Issuance.pdf

New Smyrna Beach ···UTILITIES···

BUDGET AMOUNT		$
PROJECT APPROVAL AMOUNT		$
CHANGE ORDER REQUEST		$

AGENDA ITEM 7-a

☐ CONSENT ITEM **FOR MEETING OF:** April 28, 2025

☑ NEW BUSINESS **FROM:** General Manager-CEO

☐ OLD BUSINESS **SIGNATURE:** Efren Chavez

☐ **EXHIBITS:** 1) Bond/Disclosure Counsel Memo and Proposed Resolution No. 2025-01 - Authorizing, Series 2025 Bonds; 2) Bond/Disclosure Counsel Memo and Proposed Reimbursement Resolution No. 2025-02

SUBJECT: Approval - Authorizing Resolution for Issuance of Utility System Improvement Revenue Bonds, Series 2025 and Tax-Exempt Reimbursement Resolution

SUMMARY:

PROJECT TYPE: GOVERNANCE ITEM — Bond Issuance and Reimbursement

FUNDING SOURCES: FY / ACCT N/A

As previously discussed during the March 25, 2024 Regular NSBUC Meeting, the initial Series 2020 Bond Issuance of $65 million in new capital dollars would be fully expended at the end of FY2024. Preparations for additional bond funding, to continue the execution of NSBU's approved 10-year CIP and Strategic Modernization Projects (for a 2025 bond issuance) commenced. The associated and required reports and assessments being completed by various consultants (compliant to Res. Nos. 2020-02 and 2021-03 and those necessary for a bond issuance) were approved during the following NSBUC Meeting held on April 22, 2024 (AI 7-a).

During today's meeting, staff is requesting NSBUC approval to proceed with approval of the 2025 Bond Issuance Authorizing Resolution (proposed Res. No. 2025-01) in an amount not to exceed $130,000,000. The authorizing resolution includes a request for the required Ordinance and approval by the City of New Smyrna Beach. G.C. Ramos and GM-CEO Chavez have notified the City Attorney and City Manager regarding this proposed NSBU bond issuance.

The second proposed Resolution was recommended by NSBU's Financial Advisor, preventative in nature. Due to market timing and potential necessary spending on capital plan expenditures, this will ensure reimbursement for certain capital improvement costs from the tax-exempt bond funding upon completion of issuance.

Further details of the Revenue Bonds will be presented to the Commission for approval in future NSBU Resolution(s).

RECOMMENDED ACTION:

A motion to approve NSBU Resolution No. 2025-01 - Authorizing Resolution for Issuance of Utility System Improvement Revenue Bonds, Series 2025, in a not-to-exceed amount of $130 million, with request for City of NSB approval via Ordinance, and also Resolution No. 2025-02 - Authorizing Reimbursement from Issuance of Tax-Exempt Debt for Certain CIP Costs, effective upon passage.

GM/CEO Efren Chavez

NOTE: AGENDA ITEMS SHOULD BE SUBMITTED TO GM-CEO OFFICE BY THE WEDNESDAY ONE WEEK PRIOR TO THE NEXT WEDNESDAY AGENDA PACKAGE RELEASE DATE.

MEMORANDUM

TO: Chairman and Commissioner of the Utilities Commission, City of New Smyrna Beach, Florida

FROM: Jennifer M. Taylor, Esq., GrayRobinson, P.A.

CC: Heather Ramos, Esq.

DATE: April 21, 2025

SUBJECT: Resolution Regarding Reimbursement of Project Costs from Tax-Exempt Bond Issuance

Background

The Utilities Commission is proposing to undertake the acquisition and construction of strategic infrastructure improvements to its utility system (herein, the "Project") and to issue tax-exempt revenue bonds to finance the Project (herein the "Revenue Bonds"). Prior to the issuance of the Revenue Bonds, costs of the Project are expected to be paid by the Utilities Commission from its Revenue Fund.

Section 148(f) of the Internal Revenue Code and related Treasury Regulations provide that, if the Utilities Commission desires to preserve its ability to reimburse such expenditures from the proceeds of the Revenue Bonds, once issued, the Utilities Commission must declare its intent to make such reimbursement not later than sixty (60) days from the date of the original expenditures.

Current Action

The resolution presented for Commission contains an official declaration of intent by the Commission to reimburse expenditures for the Project from the proceeds of the Revenue Bonds, once issued, in accordance with Section 148(f) of the Internal Revenue Code. The resolution does not obligate the Commission to make such expenditures or to issue the Revenue Bonds. Deviations from the description of the Project as contained in the resolution are permitted, provided such deviations are reasonably related to the Project as described.

Future Action

Resolutions are expected to be presented to the Commission in the future to authorize the issuance of the Revenue Bonds and also approve the forms of the related documents for marketing and sale thereof.

RESOLUTION NO. 2025-01

A RESOLUTION AUTHORIZING ISSUANCE OF THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2025, IN AN AMOUNT NOT TO EXCEED $130,000,000 TO FINANCE OR REIMBURSE THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE UTILITY SYSTEM; PROVIDING FOR THE PAYMENT OF SUCH REVENUE BONDS FROM NET REVENUES FROM THE UTILITY SYSTEM; REQUESTING APPROVAL BY THE CITY OF NEW SMYRNA BEACH, FLORIDA; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (the "Utilities Commission"), that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 85-503, Laws of Florida, and other applicable provisions of law.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms defined in this resolution shall have the meanings specified in this Section. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Master Resolution" shall mean Resolution 2020-02, duly adopted by the Utilities Commission on March 23, 2020, as may be amended and supplemented from time to time, pursuant to which the Outstanding Revenue Bonds were issued, and as may be further supplemented with respect to the issuance of the Revenue Bonds.

"Net Revenues" shall have the meaning set forth in the Master Resolution.

"Outstanding Revenue Bonds" shall mean the Utilities Commission's outstanding Utility System Revenue Refunding Bonds, Series 2020.

"Project" shall mean the acquisition and construction of capital improvements to the utility facilities of the Utilities Commission, or the reimbursement of Project Costs therefor, substantially in accordance with the report, plans and specifications of the Utilities Commission heretofore filed or to be filed with the Utilities Commission, as such report, plans and specifications may be revised and amended from time to time upon the approval of the Utilities Commission.

"Project Costs" shall mean, but shall not necessarily be limited to: the cost of the acquisition and construction of the Project, and the construction and acquisition of additions, extensions and improvements thereto; the acquisition of any lands or interests therein or any other properties deemed necessary or convenient therefor; engineering, accounting and legal fees and expenses; expenses for plans, specifications and surveys; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the

capitalization of interest on the Revenue Bonds for a reasonable period of time after the date of issuance thereof; discount upon the sale of the Revenue Bonds; the expenses and costs of issuance of the Revenue Bonds; such other expenses as may be necessary or incidental to the financing authorized by this Resolution, or to the Project and to the placing of the same in operation; and reimbursement to the Utilities Commission for any sums expended for the foregoing purposes.

"Revenue Bonds" means the Utility System Improvement Revenue Bonds, Series 2025, of the Utilities Commission herein authorized.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Utilities Commission now operates and maintains the Utility System and derives and will continue to derive revenues from rates, fees, rentals and other charges made and collected for the services of the Utility System.

B. The Utilities Commission has previously issued the Outstanding Revenue Bonds.

C. The Net Revenues pledged to the payment of the principal of and interest on the Revenue Bonds will be sufficient to pay the principal of and interest on all of the Revenue Bonds and the Outstanding Revenue Bonds and to make all reserve fund and other payments provided for in this resolution and the Master Resolution.

D. It is necessary and the best interests of the health, safety and welfare of the customers of the Utilities Commission and the inhabitants of the City of New Smyrna Beach that the Utilities Commission undertake the Project. The Utilities Commission is authorized pursuant to the provisions of the Act to undertake the Project.

E. The Utilities Commission is without adequate, currently available funds to pay the Project Costs, and it is necessary and desirable and in the best interests of the Utilities Commission that it borrow the money necessary to accomplish the financing of the Project.

F. The estimated funds needed for the Project shall be provided from proceeds derived from the sale of the Revenue Bonds and other funds of the Utilities Commission available therefor.

G. The Utilities Commission intends to issue the Revenue Bonds herein authorized as Additional Parity Obligations under the Master Resolution.

H. The Master Resolution provides for the issuance of Additional Parity Obligations under the terms, limitations and conditions provided therein, and by complying with the terms, limitations and conditions contained in the Master Resolution, on the date of delivery of the Revenue Bonds, the Utilities Commission will be legally entitled to issue the Revenue Bonds herein authorized as Additional Parity Obligations under the Master Resolution.

I. The principal of and interest on the Revenue Bonds and all required sinking fund and other payments shall be payable solely from the Net Revenues as provided herein and in the Master Resolution. Neither the Utilities Commission nor the City of New Smyrna Beach shall be required to levy ad valorem taxes on any property within its corporate territory to pay the principal of and interest on the Revenue Bonds or to make any of the required sinking fund, reserve or other

payments, and such Revenue Bonds shall not constitute a lien upon any property owned by or situated within the service territory of the Utilities Commission or situated within the corporate territory of the City of New Smyrna Beach.

SECTION 4. AUTHORIZATION OF PROJECT. The Project is hereby specifically authorized.

SECTION 5. AUTHORIZING OF REVENUE BONDS. Subject and pursuant to the provisions of this resolution and the Master Resolution, the issuance by the Utilities Commission of not exceeding $130,000,000 Utility System Improvement Revenue Bonds for the purposes above; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such other characteristics as shall be provided by subsequent resolution of the Utilities Commission, is hereby authorized. The Revenue Bonds may be issued in one or more series as shall be provided by such resolution.

SECTION 6. SECURITY FOR THE REVENUE BONDS. The Revenue Bonds shall be payable from and secured solely by a lien upon and pledge of the Net Revenues as provided in the Master Resolution and shall be entitled to all the protection and security provided therein for all obligations issued thereunder.

A. The Revenue Bonds shall not be or constitute general obligations or an indebtedness of the Utilities Commission or the City of New Smyrna Beach as "bonds" within the meaning of any constitutional, statutory, or charter provision or limitation, but shall be payable from and secured solely by a lien upon and pledge of the Net Revenues as provided in the Master Resolution. No Holder of the Revenue Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the City of New Smyrna Beach or taxation in any form of any property of or in the City of New Smyrna Beach or the Utilities Commission, other than the Net Revenues in the manner provided in the Master Resolution, or any property of or located within the boundaries of the City of New Smyrna Beach or the Utilities Commission's service territory, for payment of the Revenue Bonds or for the making of any payments under the Master Resolution, this resolution or the Revenue Bonds.

B. The Revenue Bonds may be secured by amounts or credit facilities in the Reserve Fund established under the Master Resolution if the Utilities Commission determines it necessary or desirable in connection with the sale of the Revenue Bonds and if so such amount or such facility shall be funded from the proceeds of the Revenue Bonds.

SECTION 7. REQUEST FOR APPROVAL OF CITY OF NEW SMYRNA BEACH. Pursuant to Article VIII, Section 8.15 of the City Charter of the City, the Utilities Commission hereby requests the City Commission to approve the issuance of the Revenue Bonds herein authorized.

SECTION 8. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. In the event that any portion or section of this resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such

decision shall in no manner affect the remaining portions or sections of this resolution shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE. This resolution shall take effect immediately upon its final passage and adoption.

[Remainder of page intentionally left blank.]

THE ABOVE AND FOREGOING RESOLUTION was introduced at a regular meeting of the Utilities Commission, City of New Smyrna Beach, Florida, held April 28, 2025, by Commissioner Smith, who moved for its adoption, which motion was seconded by Commissioner Kelly, and upon roll call vote of the Commission was as follows:

CHAIRMAN

VICE CHAIRMAN

SECY.-TREAS.

ASST. SECY.-TREAS.

COMMISSIONER

APPROVED:

CHAIRMAN

ATTEST:

SECRETARY-TREASURER

S E A L

Approved as to Form and Correctness:

UTILITIES COMMISSION ATTORNEY

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 28-25 Utilities Commission Bonds Issuance

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☑ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 28-25 authorizes the UC to issue bonds in accordance with the City Charter Sec 8.15

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None specific to private for-profit businesses. Rate payers may see an increase in rates.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None, except to the extent described above on businesses and individuals.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 28-25

AN ORDINANCE APPROVING THE ISSUANCE BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, OF UTILITY SYSTEM IMPROVEMENT REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $130,000,000; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Commission, City of New Smyrna Beach, Florida (the "Utilities Commission") proposes to issue its Utility System Improvement Revenue Bonds, Series 2025 (herein, the "Revenue Bonds") in an aggregate amount of not exceeding $130,000,000 for the purpose of financing acquisition and construction of capital improvements to the utility facilities of the Utilities Commission (the "Project") and has requested the City Commission approve the issuance of such Revenue Bonds; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens of New Smyrna Beach to approve the issuance by the Utilities Commission of the Revenue Bonds.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Approval.*** That the issuance, sale and delivery by the Utilities Commission of the Revenue Bonds are hereby approved, the Revenue Bonds to be issued in an aggregate principal amount not to exceed $130,000,000 for the purpose of financing the costs of the Project, to bear interest at the rate per annum, to mature in such years and in such manner and at such times and place or places, to be issued in one or more series, and having such other details as shall be determined pursuant to a resolution of the Utilities Commission.

SECTION 2: ***No General Indebtedness.*** That the Revenue Bonds do not constitute a general indebtedness of the Utilities Commission or the City of New Smyrna Beach, Florida (the "City"), within the meaning of any constitutional, statutory or charter provision or limitation and the owners of the Revenue Bonds shall never have the right to require or compel the exercise of the ad valorem taxing power of the City, or the taxation of real property in the City or the application of any funds of the Utilities Commission (except the Net Revenues and other moneys and securities of the Utilities Commission pledged therefor) or the City, for the payment of the principal of and interest on the Revenue Bonds or the making of any sinking fund, reserve, or other payments therefor.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance was held May 27, 2025 in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional al by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

ORD 28-25
Utilities Commission Bonds Issuance
First Reading: May 13, 2025
Public Hearing: May 27, 2025

50927588;3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 29-25: CONDUCT A FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD REZONE APPROXIMATELY 3.25 ± ACRES OF LAND FROM A-3, TRANSITIONAL AGRICULTURE TO RA, RURAL AGRICULTURE FOR PROPERTY LOCATED AT 1016 DILLON CIRCLE.

May 27, 2025

Background:

Applicant: Jessica Gow, of Cobb Cole Attorneys at Law, One Daytona Boulevard, Suite 600, Daytona Beach Florida 32114.

Property Owner: Del Mar Company, Inc., 1016 Dillon Circle, New Smyrna Beach Florida 32168.

Request: Rezoning:

- **From:** A-3, Transitional Agriculture.
- **To:** RA, Rural Agriculture Estate.

Tax ID #: 7312-00-00-0142

Site Information:

- **Size:** 3.25 ± acres
- **Location:** Generally located at the southwest side of Dillon Circle north of Bay Drive. See a location map as **Exhibit A** and an aerial map as **Exhibit B.**

Exhibits used in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Zoning Map

Exhibit D: A-3 Zoning Text

Exhibit E: Proposed Zoning Map

Exhibit F: RA Zoning Text

Exhibit G: Future Land Use Map

Exhibit H: Survey

Exhibit I: Warranty Deed

Exhibit J: Legal Description

Exhibit K: Comprehensive Plan Review

Findings:

The subject property is currently zoned A-3, Transitional Agriculture Business. See existing zoning map attached as **Exhibit C** with the associated zoning district text attached as **Exhibit D**.

The property located at 1016 Dillon Circle was annexed into the city in 2020. At that time the property was zoned County A-3, Transitional Agriculture. The property owner at that time wish to keep the compatible zoning so the city re-zoned the property to City A-3, Transitional Agriculture as part of the overall annexation application. The surrounding properties that were in the county were zoned MH-8, Rural Mobile Home Estate. Those properties that were zoned county MH-8, Rural Mobile Home Estate and annexed into the City, were changed to city RA, Rural Agriculture Estate. RA, Rural Agriculture Estate was the closest zoning district in the city that would be compatible with lot size and building setbacks.

A map showing the proposed zoning and associated zoning text is attached as **Exhibits E & F**. The applicant has indicated to the Planning Department that he wished purchase property from the neighbor located across the private access easement and attach that purchase to the existing parcel being rezoned. If approved, and the purchase moves forward, a minor subdivision application would be submitted and any additional land to

be attached to the subject parcel would have the same zoning designation.

Section 305.01 of the City's *Land Development Regulations* requires City planning staff to review a rezoning request for consistency with the City *Comprehensive Plan* and *Land Development Regulations* and to prepare a written report recommending either approval or denial of the request. The Planning and Zoning Board is required to make a recommendation to the City Commission to either approve or deny the application.

The subject property has a Future Land Use (FLU) designation of Rural. The existing neighborhood has either a county Rural Future Land Use or a city Rural Future Land Use. A map is attached showing the current Future Land Use of the subject property and surrounding properties as **Exhibit G**

According to the *Comprehensive Plan,* this future land use designation is intended for the development of agriculture, rural lands, and low-density residential and protection of environmentally sensitive areas. The Rural future land use category allows a density of 1 dwelling units per 5 acres or in certain circumstances, 1 dwelling unit per acre.

Per Article V of the *Land Development Regulations*, the intent of the RA, Rural Agriculture Estate District is to provide for low density development, personal agriculture production. A single-family dwelling or a manufactured modular dwelling is a permitted use in the RA, Rural Agriculture Estate District. This zoning district was added to the City's Land Development Regulations in 2012.

As shown on **Exhibit C**, the subject property is located adjacent to or in proximity to parcels zoned RA, Rural Agriculture Estate. Therefore, the proposed rezoning request would be consistent with the neighborhood. Because the applicant is not proposing to amend the underlying future land use category for this property, the permitted overall density will remain the same. However, the dimensional requirements for the lots themselves will be increased.

Recommendations:

At its regular scheduled meeting on May 5, 2025, the Planning and Zoning Board voted, 6-0, to give the city commission a positive recommendation to **approve** the requested change of zoning to RA, Rural Agriculture Estate to be consistent with the neighboring properties.

The Planning Department, during the evaluation, has determined that the rezoning request would be consistent with the *Comprehensive Plan* and the Land Development Regulations. Since the requested zoning would require larger parcels, in theory would decrease the overall density. The Planning Department recommends that the City Commission **approve** the requested change of zoning to RA, Rural Agriculture Estate to be consistent with the neighboring properties.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

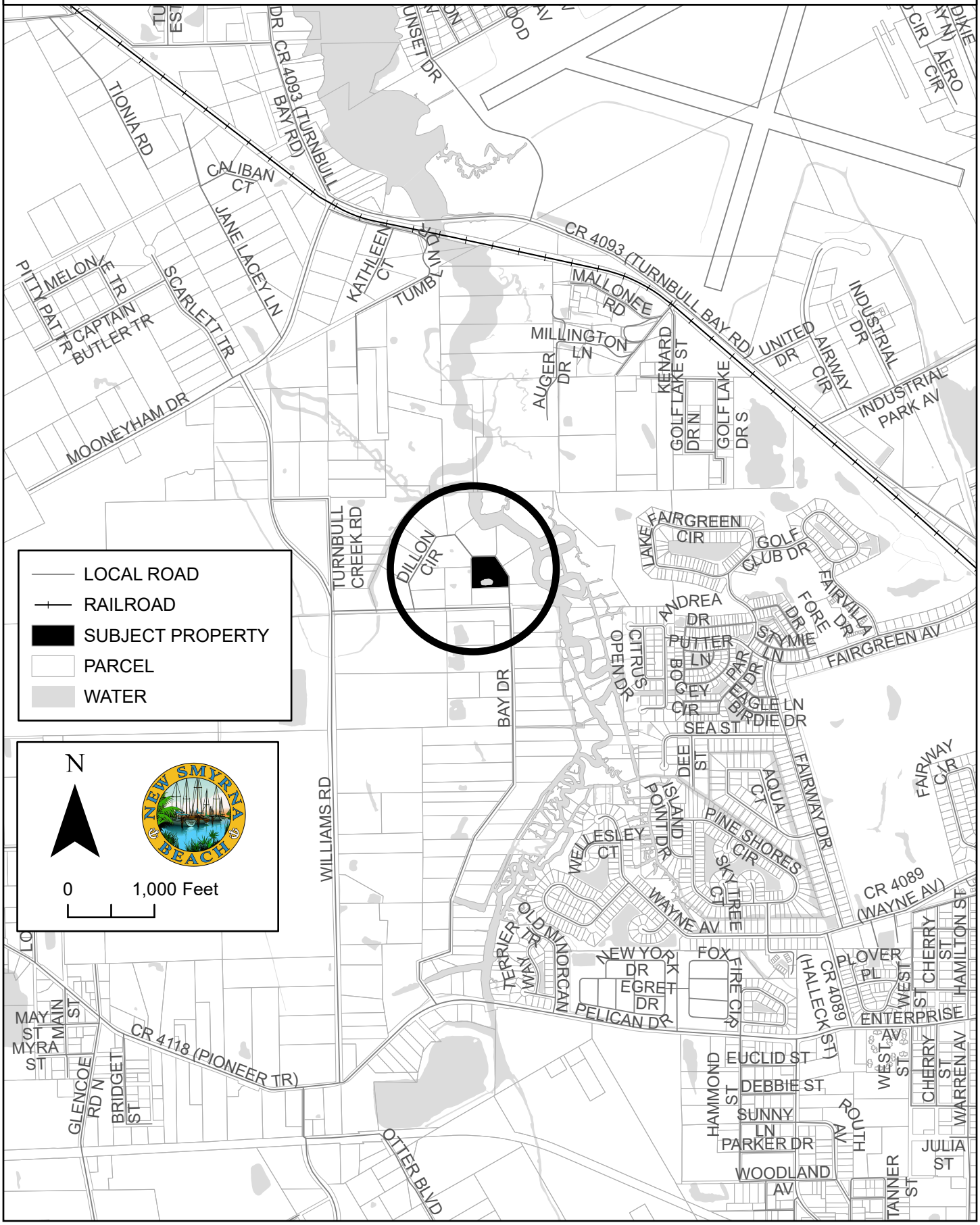
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D City A-3 Zoning Text.pdf
Exhibit E Proposed Zoning Map.pdf
Exhibit F City RA Zoning Text.pdf
Exhibit G Existing FLU Map.pdf
Exhibit H Survey.pdf
Exhibit I Warranty Deed.pdf
Exhibit J Legal Description.pdf
Exhibit K Comprehensive Plan Review.pdf
Business Impact Estimate - Ord 29-25 1016 Dillon Cir.pdf
Ord 29-25 Rezoning 1016 Dillion Cir.pdf

Exhibit A

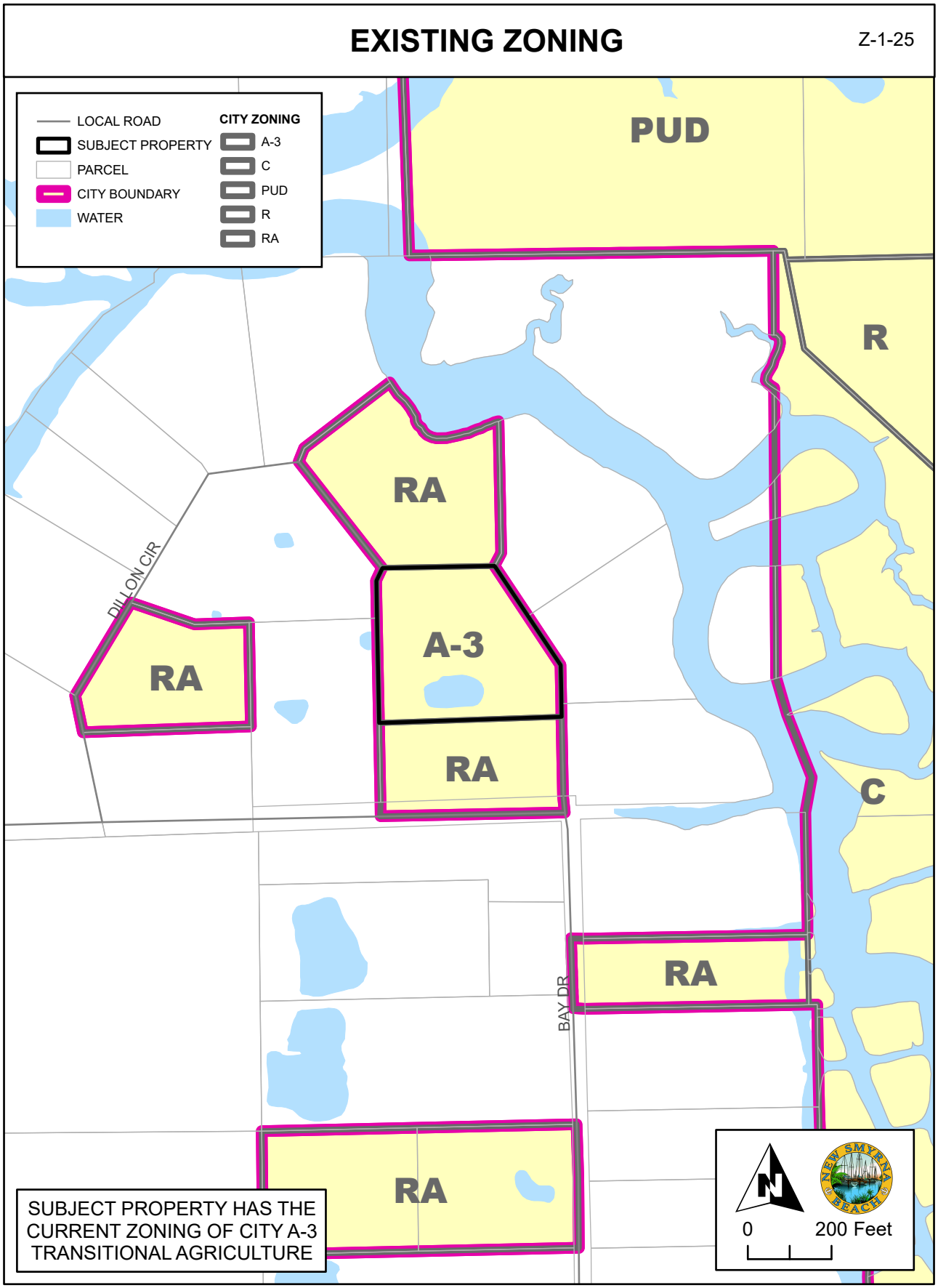
Z-1-25: 1016 DILLON CIRCLE
PARCEL: 7312-00-00-0142 LOCATION MAP



Z-1-25: 1016 DILLON CIRCLE
PARCEL: 7312-00-00-0142 AERIAL MAP



Exhibit C


EXISTING ZONING
Z-1-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY ZONING
A-3
C
PUD
R
RA
PUD
R
RA
A-3
RA
RA
C
RA
RA
DILLON CIR
BAY DR
SUBJECT PROPERTY HAS THE CURRENT ZONING OF CITY A-3 TRANSITIONAL AGRICULTURE
0
200 Feet

A-3, TRANSITIONAL AGRICULTURE DISTRICT

Purpose and intent. The purpose and intent of the A-3, Transitional Agriculture District is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures. In the A-3, Transitional Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries

Aquaculture operations in which there are no associated excavations

Aviaries

Communication towers not exceeding 70 feet in height above ground level

Essential utility services

Exempt excavations

Exempt landfills

Fire stations

Hobby breeder

Parks and recreation areas accessory to residential developments

Public schools

Publicly owned parks and recreational areas

Publicly owned or regulated water supply wells

Silvicultural operations which follow the most up to date state-prescribed best management practices

Single-family standard or manufactured modular dwellings

Tailwater recovery systems

Worm raising

Permitted special exceptions:

Animal shelters

Aquaculture operations in which there are nonexempt excavations

Cemeteries

Communication towers exceeding 70 feet in height above ground level

Dairies and dairy products (minimum parcel size requirement of five acres)

Equestrian/livestock event facility

Excavations only for stormwater retention ponds for which a permit is required by this section

Garage apartments

Group home

Hog farms (minimum parcel size requirement of 2.5 acres)

Houses of worship

Kennels

Livestock feed lots (minimum parcel size requirement of five acres

Off-street parking areas

Poultry farms (minimum parcel size requirement of 2.5 acres)

Processing, packaging, storage, retail or wholesale sales of agricultural products no raised on the premises

Public uses not listed as a permitted principal use

Public utility uses and structures

Recreational areas

Riding stables

Schools, parochial and private

Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months)

Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.

Wholesale or retail fertilizer sales

Dimensional requirements:

Minimum lot size:

Area: One Acre

Width: 150 feet

Minimum yard size:

Front yard: 40 feet

Rear yard: 40 feet

Side yard: 25 feet

Waterfront yard: 40 feet

Maximum building height: 55 feet

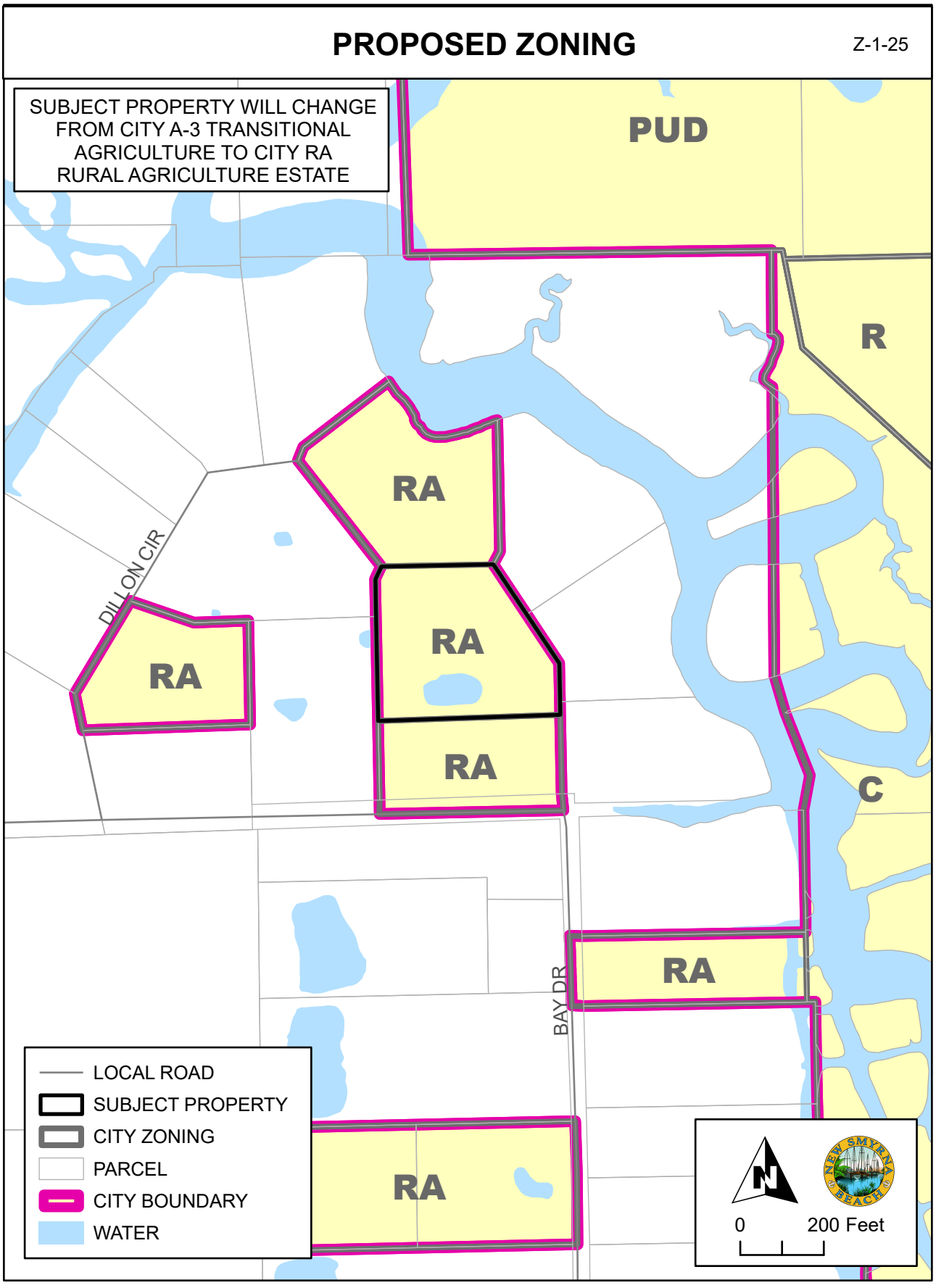
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of this LDR shall be constructed.

Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

Exhibit E


PROPOSED ZONING
Z-1-25
SUBJECT PROPERTY WILL CHANGE FROM CITY A-3 TRANSITIONAL AGRICULTURE TO CITY RA RURAL AGRICULTURE ESTATE
PUD
R
RA
RA
RA
RA
C
RA
RA
DILLON CIR
BAY DR
LOCAL ROAD
SUBJECT PROPERTY
CITY ZONING
PARCEL
CITY BOUNDARY
WATER
N
0
200 Feet

RA, RURAL AGRICULTURE ESTATE

Intent.

The intent of the RA, Rural Agriculture Estate District is to provide for low density development, personal agricultural production consistent with the comprehensive plan in rural areas of the city.

Permitted principal uses and structures.

In the RA, Rural Agriculture Estate district no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level
Excavations (refer to subsection 801.15 of this LDR)
Exempt landfills (refer to subsection 801.20 of this LDR)
Essential utility services
Fire stations
Hobby breeder
Home occupations
Houses of worship
Parks and recreation areas accessory to residential developments
Public schools
Publicly owned parks and recreational areas
Publicly owned or regulated water supply wells
Raising of crops and keeping of animals, including aviaries, pisciculture, apiaries and worm raising for personal use (not for resale), accessory to a single-family dwelling. The personal use restriction is not intended to apply to 4-H, FFA or similar educational projects
Single-family standard or manufactured modular dwelling

Permitted special exceptions.

Additional regulations/requirements governing permitted special exceptions are located in subsections 801.21 through 801.27 of this LDR.

Animal shelters
Bed and Breakfast (refer to subsection 801.21)
Cemeteries (refer to subsection 801.22)
Communication towers exceeding 70 feet in height above ground level
Day care center (refer to subsection 801.23)
Excavations only for stormwater retention ponds for which a permit is required by this LDR
Garage apartments
Group home (refer to subsection 801.24)
Kennels

Off-street parking areas (refer to subsection 801.25)
Public uses not listed as a permitted principal use
Public utility uses and structures (refer to subsection 801.26)
Recreational areas (refer to subsection 801.27)
Schools, parochial or private (refer to subsection 801.22)

Dimensional requirements:

Minimum Lot Size:

Area: Two and one-half acres
Width: 150 feet

Minimum Yard Size:

Front yard: 45 feet
Rear yard: 45 feet
Side yard: 25 feet
Waterfront yard: 45 feet

Maximum Building Height:

35 feet

Maximum Lot Coverage:

The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum Floor Area:

1,000 square feet.

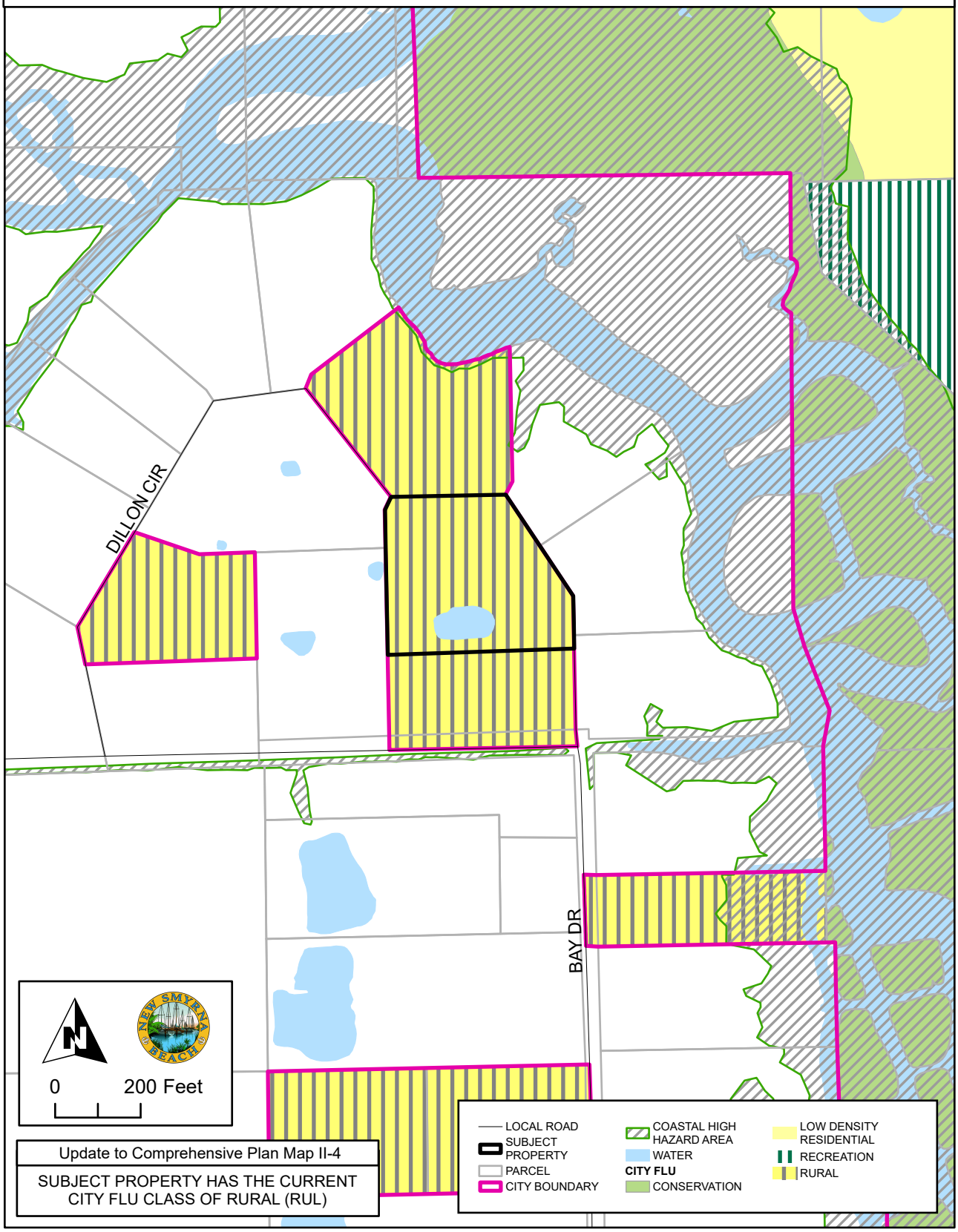
Off-street parking and loading requirements:

Off-street parking and loading areas meeting the requirements of subsection 604.09 of this LDR shall be constructed.

Exhibit G

EXISTING FUTURE LAND USE

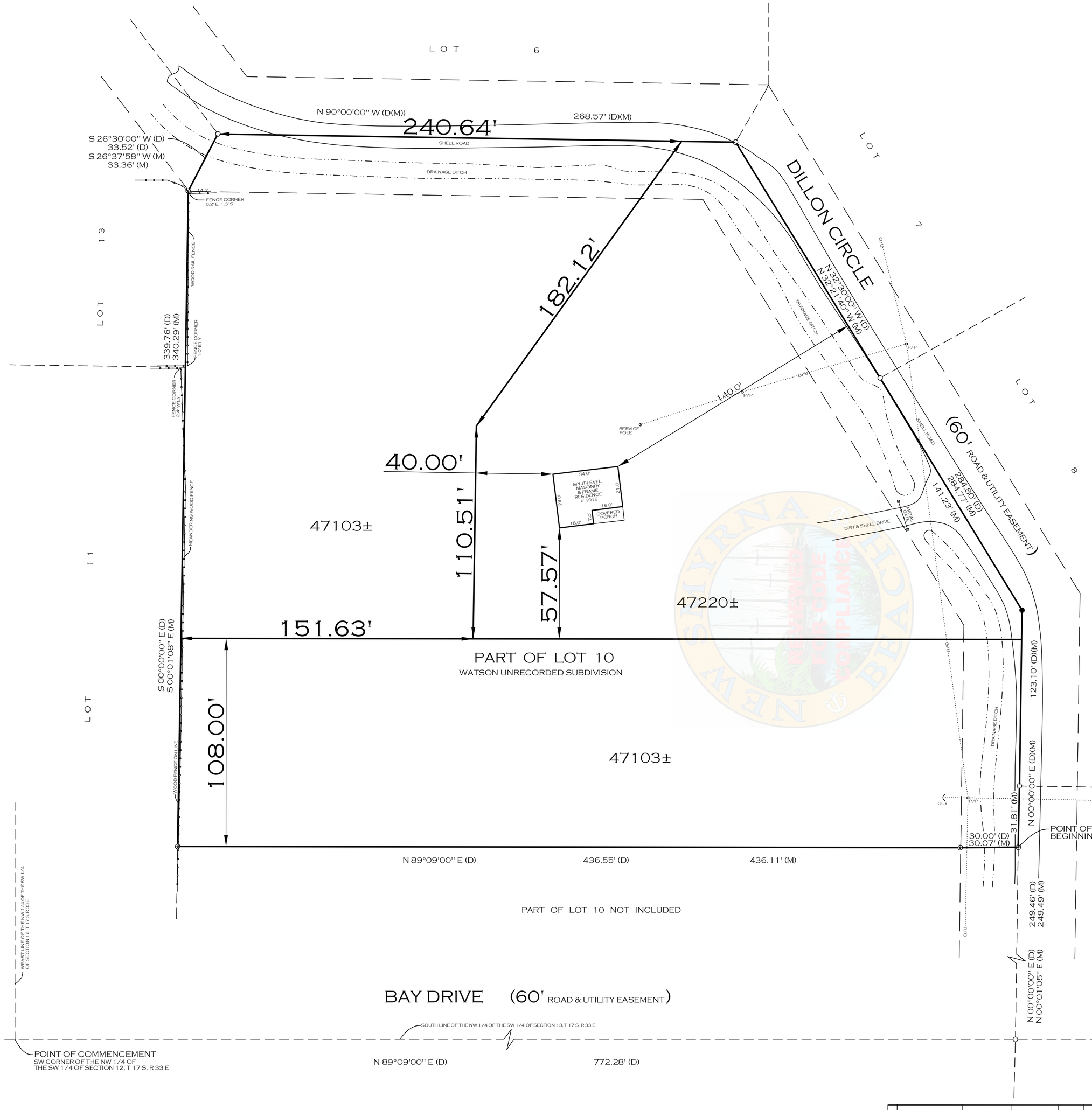
Z-1-25



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF RURAL (RUL)

Exhibit H



N

SCALE : 1" = 30'

- ⊗ DENOTES 3/4" IRON PIPE (NO IDENTIFICATION) RECOVERED
- ○ DENOTES 5/8" IRON ROD (NO IDENTIFICATION) RECOVERED
- ● DENOTES 5/8" IRON ROD W/ CAP "LB 3612" RECOVERED
- ⊙ DENOTES 1/2" IRON PIPE W/ CAP "LB 3473" RECOVERED

DESCRIPTION OF BOUNDARY SURVEY OF

The Northerly 3.25 acres of Lot 10, Watson's Unrecorded Subdivision, lying in the Northwest ¼ of the Southwest ¼ of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northwest ¼ of the Southwest ¼, Section 12, Township 17 South, Range 33 East, aforementioned; thence North 89 degrees 09 minutes East along the South line of said Northwest ¼ of the Southwest ¼, a distance of 772.28 feet; thence North a distance of 249.46 feet for the Point of Beginning; thence continuing North a distance of 123.10 feet; thence North 32 degrees 30 minutes West a distance of 284.80 feet; thence West a distance of 268.57 feet; thence South 26 degrees 30 minutes West a distance of 33.52 feet; thence South a distance of 339.76 feet; thence North 89 degrees 9 minutes East and parallel to the said Northwest ¼ of the Southwest ¼ a distance of 436.55 feet to the Point of Beginning.

Together with a 60 foot road and utility easement, along and adjacent to the South line of Lot 10, a portion of which is described above, together with the right to use a 60 foot road easement as now laid out to the West line of the Northeast ¼ of the Southeast ¼ of Section 11, Township 17 South, Range 33 East, Volusia County, Florida.

SURVEYOR'S NOTES & SURVEY REPORT:

1. Legal description provided by client or agent of client.
2. Bearings per description and based on the Northerly line of subject property as being N 90 degrees 00' 00" W.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record. Per Florida Statutes Chapter 5J-17 surveyor is not responsible for any easements that are not provided to him except those shown on the plat of record.
4. This sketch of survey is subject to any facts that may be disclosed by a full and accurate title search.
5. This sketch of survey prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
6. Underground utilities and features not located.
7. Dimensions are shown in feet and decimals thereof.
8. Drawing distance between features such as walls or fences and property line may be exaggerated for clarity.
9. Features shown by symbol are not to scale.
10. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

LEGEND & ABBREVIATIONS

(P) Plat	PC Point of Curvature	C/L Centerline	△ Delta	D.O.T. Department of Transportation	
(D) Description	PT Point of Tangency	P/L Property Line	R Radius	USC & GS United States Coast & Geodetic Survey	
(M) Measured	P/P Power Pole	RCP Reinforced Concrete Pipe	L Arc Length	NGVD National Geodetic Vertical Datum	
(C) Calculated	O/U Overhead Utilities	CMP Corrugated Metal Pipe	C Chord	F.I.R.M. Federal Insurance Rate Map	
(PR) Prorated	A/C Air Conditioner	TBM Temporary Bench Mark	T Tangent	POC Point of Commencement	
(R) Radial	R/W Right of Way	0.0 Existing Elevation	Cb Chord Bearing	POB Point of Beginning	
(NR) NonRadial				DNR Department of Natural Resources	

©

ALLEN CAMPBELL & ASSOCIATES, INC.
PROFESSIONAL SURVEYING & MAPPING
308 North Causeway,
New Smyrna Beach, FL
32169
Office: (386) 428-2218
Fax: (386) 427-5323

No instruments of record reflecting easements, right-of way and or ownership were furnished to this surveyor, except as shown. There may be additional restrictions and/ or other matters that are not shown on this plat of survey that may be found in the public records of this county. No underground installations or improvements have been located except as shown. If location of easements or right-of way of record, other than those on record plats, is required, this information must be furnished to the surveyor and mapper, per Florida Statute 5J-17.

The term certified as used on this survey is for the exclusive use of the parties listed on this survey. It is also understood to be the professional opinion of this surveyor and the firm, said opinion based on his best knowledge, information and belief, and as such, does not constitute a guarantee or warranty, either expressed or implied. This surveyor and firm, does not assume responsibility and shall not be liable for claims arising from erroneous or incorrect information furnished by the owner, lender, or owner's contractors or others, which is used as a basis for this surveyor's opinion. Additions, deletions, or revisions to survey maps or reports by other than the signing party is prohibited without written consent of the party, per Florida Statute 5J-17.

This survey is protected by copyright and is certified only to the people listed above and only for this particular transaction. Any use or reproduction of this survey without the express permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No person other than those listed should rely upon this survey.

I hereby certify that this plat of survey of the subject property is to the best of my knowledge, belief and information true and correct as surveyed under my supervision on the dates shown hereon. I further certify that this plat of survey meets the minimum technical standards per F.A.C. 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, according to the Florida Statute 5J-17, subject to any qualifications noted hereon.

M. Allen Campbell PSM #6176 — Certificate of Authorization #7220

Survey Type	Survey Date	Job Number	PC	Calc	Draft	Ck
Specific Purpose						
Sketch of Description						
Topographic						
Boundary	05-28-19	POLK	KC	AC	MA	AC
Foundation						
Final						
Plot Plan						
Added Pond						

Scale : 1" = 30'
File : SECTION 12, T 17 S, R 33 E
Prepared for : TAMI POLK

Map effective: 09-29-2017 This property is in Flood Zone(s) : "AE" (EL. 6)
This location determined by scaling F.I.R.M. Community Panel : 125155 0540 J
Map number : 12127C 0540 J

6/26/2020 10:49:35 AM Instrument #2020115584 #1 Book:7870 Page:2920 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $1,187.20 Transfer Amt $169,600.00

Prepared by:
Kay H. Sikes
Inlet Title Company, Inc. of Volusia County
316 Canal Street
New Smyrna Beach, Florida 32168

Exhibit I

File Number: S-21094

Warranty Deed

Made this June 17, 2020 A.D. By **Thomas L. Brown, a single man and Tammie L. Polk, a single woman,** whose address is: 195 N. Glencoe Road, New Smyrna Beach, Florida 32168 AND 1031 Bay Drive, New Smyrna Beach, Florida 32168, respectively, hereinafter called the grantor, to **Del Mar Company, Inc**, whose post office address is: 540 Wayne Avenue, New Smyrna Beach, Florida 32168, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

The Northerly 3.25 acres of Lot 10, Watson's Unrecorded Subdivision, lying in the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4, Section 12, Township 17 South, Range 33 East, aforementioned; thence North 89 degrees 09 minutes East along the South line of said Northwest 1/4 of the Southwest 1/4, a distance of 772.28 feet; thence North a distance of 249.46 feet for the Point of Beginning; thence continuing North a distance of 123.10 feet; thence North 32 degrees 30 minutes West a distance of 284.80 feet; thence West a distance of 268.57 feet; thence South 26 degrees 30 minutes West a distance of 33.52 feet; thence South a distance of 339.76 feet; thence North 89 degrees 9 minutes East and parallel to the said Northwest 1/4 of the Southwest 1/4 a distance of 436.55 feet to the Point of Beginning.

Together with a 60 foot road and utility easement, along and adjacent to the South line of said Lot 10, a portion of which is above described, together with the right to use a 60 foot road easement as now laid out to the West line of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel ID Number: **7312-00-00-0142**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Kay H. Sikes

Witness Printed Name Sheila A. Woodell

Thomas L. Brown (Seal)
Thomas L. Brown
Address: 195 N. Glencoe Road, New Smyrna Beach, Florida 32168

Tammie L. Polk (Seal)
Tammie L. Polk
Address: 1031 Bay Drive, New Smyrna Beach, Florida 32168

State of FLORIDA
County of VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of June, 2020, by Thomas L. Brown, a single man and Tammie L. Polk, a single woman, who is/are personally known to me or who has produced drivers license as identification.

KAY H SIKES
Notary Public - State of Florida
Commission # GG 907485
My Comm. Expires Sep 14, 2023
Bonded through National Notary Assn.

Notary Public
Print Name: Kay H. Sikes

My Commission Expires:

DEED Individual Warranty Deed - Borgeson Form
Closers' Choice

LEGAL DESCRIPTION

Address

1016 Dillon Circle, New Smyrna Beach, Florida 32168

Parcel Number

7312-00-00-0142

AltKey Number

3699998

Metes and Bounds by Inlet Title Company, Inc. of Volusia County

THE NORTHERLY 3.25 ACRES OF LOT 10, WATSON'S UNRECORDED SUBDIVISION, LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AFOREMENTIONED; THENCE NORTH 89 DEGREES 09 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 772.28 FEET; THENCE NORTH A DISTANCE OF 249.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 123.10 FEET; THENCE NORTH 32 DEGREES 30 MINUTES WEST A DISTANCE OF 284.80 FEET; THENCE WEST A DISTANCE OF 268.57 FEET; THENCE SOUTH 26 DEGREES 30 MINUTES WEST A DISTANCE OF 33.52 FEET; THENCE SOUTH A DISTANCE OF 339.76 FEET; THENCE NORTH 89 DEGREES 9 MINUTES EAST AND PARALLEL TO THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 436.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 60 FOOT ROAD AND UTILITY EASEMENT, ALONG AND ADJACENT TO THE SOUTH LINE OF SAID LOT 10, A PORTION OF WHICH IS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO USE A 60 FOOT ROAD EASEMENT AS NOW LAID OUT TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

Comprehensive Plan Review

Element II, Future Land Use

Rural

(up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre)

This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

Element II, Future Land Use, Goal 2

General Land Use Pattern

To promote, protect and improve the public health, safety, and general welfare by ensuring consistency, economic viability, and stewardship of the natural environment, through appropriate land uses and land development regulations.

Element II, Future Land Use Goal 2, General Land Use Pattern

Objective 1

Future Land Use Map: The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for New Smyrna Beach through a land use category system that provides for the location, type, density, and intensity of development.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 29-25 Rezoning 1016 Dillon Cir.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 29-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 3.3± ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTHWEST SIDE OF DILLON CIRCLE, NORTH OF BAY DRIVE, ADDRESSED AS 1016 DILLON CIRCLE, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *RA A, RURAL AGRICULTURE ESTATE AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jessica Gow, of Cobb Cole Attorneys at Law, One Daytona Boulevard, Suite 600, Daytona Beach, Florida 32114, applicant on behalf of Del Mar Company, Inc., 1016 Dillon Circle, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 3.3± acres of property generally located on the southeast side of Dillon Circle, north of Bay Drive, addressed as 1016 Dillon Circle, from Volusia County *A-3, Transitional Agriculture Airport Overlay* to City *RA A, Rural Agriculture Estate Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on May 5, 2025, by a vote of 6-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 3.3± acres of property generally located on the southeast side of Dillon Circle, north of Bay Drive, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7312-00-00-0142
1016 Dillion Circle

THE NORTHERLY 3.25 ACRES OF LOT 10, WATSON'S UNRECORDED SUBDIVISION, LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 12, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AFOREMENTIONED; THENCE NORTH 89 DEGREES 09 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 772.28 FEET; THENCE NORTH A DISTANCE OF

249.46 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH A DISTANCE OF 123.10 FEET; THENCE NORTH 32 DEGREES 30 MINUTES WEST A DISTANCE OF 284.80 FEET; THENCE WEST A DISTANCE OF 268.57 FEET; THENCE SOUTH 26 DEGREES 30 MINUTES WEST A DISTANCE OF 33.52 FEET; THENCE SOUTH A DISTANCE OF 339.76 FEET; THENCE NORTH 89 DEGREES 9 MINUTES EAST AND PARALLEL TO THE SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 436.55 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A 60 FOOT ROAD AND UTILITY EASEMENT, ALONG AND ADJACENT TO THE SOUTH LINE OF SAID LOT 10, A PORTION OF WHICH IS ABOVE DESCRIBED, TOGETHER WITH THE RIGHT TO USE A 60 FOOT ROAD EASEMENT AS NOW LAID OUT TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

shall be and the same is hereby rezoned from Volusia *A-3, Transitional Agriculture Airport Overlay* to City *RA A, Rural Agriculture Estate Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/19/2025

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 30-25: CONDUCT THE FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO MLJ DRYWALL INC.

May 27, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(6), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is MLJ Drywall Inc's Non-Exclusive Franchise Ordinance application form and applicable attachments. MLJ Drywall Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to MLJ Drywall Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance relates to procurement of collection and disposal of construction and demolition debris services.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Modesto Drywall Inc Non Exclusive Application.pdf
Business Impact Estimate Ord No. 30-25 Non-Exclusive Franchise MLJ Drywall Inc.pdf
Ord No 30-25 Non Exclusive Franchise MLJ Drywall Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 4/10/25

Applicant Name: Modesto N. Valeriano

Business Name: MLJ Drywall, Inc.

Address: 3103 Pell Mell Dr.
Orlando Fl. 32818

Telephone: 321-202-9511 **Fax:** _____ **E-Mail:** MLJDrywall@gmail.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): 363 State Road 415 New Smyrna Beach Fl.

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Granada Insurance Company

Address: 4075 SW 83rd Avenue
Miami, Fl. 33155

Policy Number: 0185FL00199328

Applicant's Signature: _____

Applicant's printed name: Modesto Valeriano

Applicant's Title: President

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permit Issued to:

Samsula Landfill, Inc.
363 State Road 415
New Smyrna Beach, Florida
(386) 423-6769

WACS Facility ID No.: 83626
Facility Name: Samsula Landfill, Inc. – C&D Debris and Recycling Facility
363 State Road 415
New Smyrna Beach, Volusia County, Florida

Contact Person:
Gary Broullette, General Manager
363 State Road 415, New Smyrna Beach, FL 321688
newyanceys@aol.com
(386) 429-6769

Solid Waste Operation Permit Renewal
Permit No.: 0138211-007-SO-24
Replaces Permit No.: 0138211-006-SO-24

Permit Issued: April 27, 2023
Permit Renewal Application Due Date: February 25, 2033
Permit Expires: April 27, 2033

Permitting Authority
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida 32399

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

TODAY INSURANCE GROUP
6925 LAKE ELLENOR DR
BLDG 4 STE #450
ORLANDO FL 32809

CONTACT NAME: EUNICE DISDIER
PHONE (A/C, No, Ext): 407-371-7444 FAX (A/C, No):
E-MAIL ADDRESS: eunice.todayinsuranceservices@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GRANADA INSURANCE COMPANY	38148
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MLJ DRYWALL INC
3103 PELL MELL DR
ORLANDO FL 32818

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	Y		0185FL00199328	08/09/2024	08/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROPOSED DISPOSAL SITE

ADDITIONAL INSURED: CITY OF NEW SMYRNA BEACH

CERTIFICATE HOLDER

CITY OF NEW SMYRNA BEACH
PUBLIC WORKS DEPT
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 30-25 Non-Exclusive Franchise - MLJ Drywall Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 30-25 authorizes MLJ Drywall Inc. to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, MLJ Drywall Inc

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 30-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO MLJ DRYWALL INC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, MLJ Drywall Inc, a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award MLJ Drywall Inc, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards MLJ Drywall Inc, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, MLJ Drywall Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United

States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held July 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 30-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

MLJ DRYWALL INC, A Florida Profit Corporation

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **MLJ DRYWALL INC**, a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 31-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON THE SECOND READING AND PUBLIC HEARING, WOULD AMEND ARTICLE III, SECTION 52-20 AND SECTION 52-21 OF THE CITY CODE OF ORDINANCE, WHICH WOULD UPDATE THE IMPACT FEE STUDY AND RATES FOR ROAD IMPACT FEES.

May 27, 2025

Background:

At the March 25, 2025 City Commission meeting, the Commission reviewed and discussed the final Multi-Modal Transportation Impact Fee Study and directed Staff to proceed with preparing an ordinance to adopt the updated Transportation Impact Fees. A copy of the study is attached for reference as Exhibit "A". The study has not changed from the version presented at the March 25, 2025, meeting.

Findings:

Exhibits in this report:

Exhibit A: Multi-Modal Transportation Impact Fee Study

Exhibit B: Impact Fee Phasing Schedule

The results of the updated fee study show a mixed impact across development types, with some categories seeing increased fees and others experiencing reductions. For example, the allowable fee for single-family homes will decrease by 58%, from $1,752 to $728 per dwelling unit. In contrast, retail developments ranging from 40,000 to 150,000 square feet will see an increase of 16%, rising from $2,080 to $2,406 per square foot of gross leasable area.

The Florida Impact Fee Act includes a requirement that new schedules that include increase are not in effect until 90-days after adoption by the local government. If adopted by the City Commission on July 22, 2025, the new fees schedule will be effective on Monday, October 20, 2025. Any fees that have decreased will take effect

immediately. The phasing schedule is attached as Exhibit B.

Overall, staff anticipates a significant reduction in future fee revenues, as residential development constitutes a substantial portion of the City's growth, and all residential fee categories are being reduced. These changes are non-negotiable and stem from Volusia County's recent update to its traffic impact fee structure, which allocates a larger share of the total collectable fees to the County. This results in smaller available shares for municipalities. If the City does not adopt the revised rates, it risks overcharging its portion of the total allowable fees, which could lead to compliance issues.

At this time, an Impact fee Study is in process for Police, Fire, and Parks, which is expected to be completed in August 2025. That updated Impact Fee Study will be brought to the City Commission for adoption and public hearing later this year.

Recommendation:

Staff recommends the City Commission conduct the First Reading of Ordinance No. 31-25 and advance it for adoption at Second Reading.

Fiscal Analysis:
n/a

Strategic Plan Item:
No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

Exhibit A - Multi-Modal Transportation Impact Fee Study
ARTICLE III. ROAD IMPACT FEES - Proposed -Updated.pdf
ARTICLE III. ROAD IMPACT FEES - Clean -Updated.pdf
Exhibit B - Impact Fee Phasing Schedule.pdf
Business Impact Estimate - Ord 31-25 Transportation Impact Fee.pdf
ORD 31-25 Road Impact Fees.pdf



City of New Smyrna Beach

Multi-Modal Transportation Impact Fee Update Study

Final Report

March 10, 2025

Prepared for:

City of New Smyrna Beach
214 Sams Avenue
New Smyrna Beach, Florida 32168
ph (386) 410-2834

Prepared by:

Benesch
1000 N. Ashley Dr., #400
Tampa, Florida 33602
ph (813) 224-8862
E-mail: nkamp@benesch.com

City of New Smyrna Beach
Multi-Modal Transportation Impact Fee Update Study

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Appendix C: Credit Component

Appendix D: Calculated Multi-Modal Transportation Impact Fee Schedule

Introduction

Located in Volusia County, the City of New Smyrna Beach has a population of approximately 32,000 and continues to experience growth with an average annual growth rate of 2.8 percent per year since 2010. The City's current adopted transportation impact fee schedule is based on the *Road Impact Fee Study for New Smyrna Beach; September 2019; Duncan Associates*. To reflect the changes to the impact fee variables since then and transition to a multi-modal transportation impact fee, the City of New Smyrna Beach has retained Benesch to prepare a technical study, consistent with the City's impact fee ordinance (Ord. 50-20, §1) requirements.

Methodology

The methodology used to calculate the multi-modal impact fee study is a consumption-based methodology, which is commonly used in Florida and is also the City's adopted methodology. Under the consumption-based methodology, new development is charged based on the proportion of Person-Miles of Travel (PMT) that each unit of new development is expected to consume of a lane-mile of the transportation network.

Included in this document is the necessary support material used in the calculation of the multi-modal transportation impact fee. The general equation used to compute the impact fee for a given land use is:

[Demand x Cost] – Credit = Fee

The "demand" for travel placed on a transportation system is expressed in units of Person-Miles of Travel (daily vehicle-trip generation rate x the trip length x the percent new trips [of total trips] x person-trip factor) for each land use contained in the impact fee schedule. Trip generation represents the average daily rates to provide a stable measure of new development's impact. The number of trips tends to vary significantly throughout the day by time of day depending on activity levels; however, overall daily trips tend to be stable.

The "cost" of building new capacity typically is expressed in units of dollars per person-mile of transportation capacity.

The "credit" is an estimate of future non-impact fee revenues generated by new development that are allocated to provide transportation capacity expansion. The impact fee is considered to

be an “up front” payment for a portion of the cost of building a person-mile of capacity that is directly related to the amount of capacity consumed by each unit of land use contained in the impact fee schedule, that is not paid for by future tax revenues generated by the new development activity. These credits are required under the supporting case law for the calculation of impact fees where a new development activity must be reasonably assured that they are not being charged twice for the same level of service.

Volusia County collects a transportation impact fee for county and state roads countywide, including in municipalities. Given this, the multi-modal transportation impact fee calculated for the City of New Smyrna Beach excludes the portion collected by the County. The input variables used in the fee equation are as follows:

Demand Variables:

- Trip generation rate
- Trip length
- Percent new trips
- Interstate & toll facility adjustment factor
- Person-trip factor

Cost Variables:

- Cost per person-mile
- Capacity added per lane mile constructed

Credit Variables:

- Equivalent gas tax credit (pennies)
- Present worth
- Fuel efficiency
- Effective days per year

Legal Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980’s. Impact fees must comply with the “dual rational nexus” test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and

- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts (if needed) and a list of capacity-adding projects included in the City's Capital Improvement Plan, Capital Improvement Element, or another planning document/Master Plan.

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. In fact, which it was initially adopted, the Act largely codified requirements and standards common to the practice already.

However, the Legislature has amended the Impact Fee Act numerous times since 2006, significantly affecting the impact fee practice in Florida. For this reason, a summary of the key legislative changes since 2006 is provided:
:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Commerce) and Florida Department of Transportation (FDOT) to conduct studies on "mobility fees," which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.3180(5)(f), Florida Statutes, including:
    - Adoption of long-term strategies to facilitate development patterns that support multi-modal solutions, including urban design, and appropriate land use mixes, including intensity and density.
    - Adoption of an area-wide level of service not dependent on any single road segment function.

- Exempting or discounting impacts of locally desired development, such as development in urban areas, redevelopment, job creation, and mixed use on the transportation system.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit.
- Establishing multi-modal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multi-modal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Also, under HB 319, a mobility fee funding system expressly must comply with the dual rational nexus test applicable to traditional impact fees. Furthermore, any mobility fee revenues collected must be used to implement the local government's plan, which serves as the basis to demonstrate the need for the fee. Finally, under HB 319, an alternative mobility system, that is not mobility fee-based, must not impose upon new development any responsibility for funding an existing transportation deficiency.

- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
  - Impact fees cannot be collected prior to building permit issuance; and
  - Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement was to operate prospectively; however, HB 337 that was signed in 2021 deleted this clause and making all outstanding credits eligible for this adjustment. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another

that is within the same impact fee zone/district or that is within an adjoining impact fee zone/district within the same local government jurisdiction, and which receives benefit from the improvement or contribution that generated the credits. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.

- **HB 1339 in 2020:** Required reporting of various impact fee related data items within the annual financial audit report submitted to the Department of Financial Services.
- **HB 337 in 2021:** Placed limits on the amount and frequency of fee increases, but also included a clause to exceed these restrictions if the local governments can demonstrate extraordinary circumstances, hold two public workshops discussing these circumstances and the increases are approved by two-thirds of the governing body.
- **HB 479 in 2024:** Required interlocal agreements between counties and municipalities when both entities collect a transportation impact fee. Placed limits on timing of impact fee study completion and adoption and data used in the studies.

The following paragraphs provide further detail on the generally applicable legal standards applicable here.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of multi-modal transportation capacity addition projects identified in the Capital Improvements Element (CIE) and other capital improvement programs/plans.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts, where fees collected in a benefit district are spent in the same benefit district.

- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

Use of Impact Fee Revenues

Per State law and legal precedent, the City may use multi-modal transportation impact fee (MMTIF) revenues for the funding of capital improvement projects but not for operational/maintenance/resurfacing expenses. These capital improvement projects must increase the multimodal capacity of the City's transportation network and the projects should be along roads classified as collectors and above, and not on local neighborhood roads. Examples of these projects include lane additions, new roads, intersection improvements, and addition of sidewalks, bicycle lanes or transit amenities, among others.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements. Data presented in this report is collected through Fall of 2024 and represents the most recent and localized data available at the time of this study. All data and support material used in this analysis are incorporated by reference as set forth in this document.

Demand Component

Travel Demand

Travel demand is the amount of transportation system consumed by a unit of new land development activity. Demand is calculated using the following variables and is measured in terms of the person-miles of new travel (PMT) that a unit of development consumes on the transportation system:

- Number of daily trips generated (Trip Generation Rate = TGR)
- Average length of those trips (Trip Length = TL)
- Proportion of travel that is new travel, rather than travel that is already on the transportation system and is captured by new development (Percent New Trips = PNT)
- Person-trip factor (converts vehicle-miles of travel to person-miles of travel)

The trip characteristics variables were primarily obtained from two sources:

- Trip characteristics surveys conducted throughout Florida (Florida Studies Database). This database was used to determine trip length, percent new trips, and the trip generation rate for several land uses.
- Institute of Transportation Engineers' (ITE) Trip Generation reference report (11th Edition), which is used primarily for trip generation rates.

Conversion of Vehicle-Trips to Person-Trips

In the case of the multi-modal fee, it is necessary to estimate travel in units of person-miles. Vehicle-trips were converted to person-trips by applying a vehicle-trip to person-trip conversion factor of 1.44. This value was derived from a review of the Central Florida Regional Planning Model v7 (CFRPM v7). Given that a large portion of travel occurs via automobile, this approach is found to be reasonable.

Interstate & Toll Facility Adjustment Factor

This variable is used to recognize that interstate highway and toll facility improvements are funded by the State (specifically, the Florida Department of Transportation using earmarked State and Federal funds or through toll revenues). Typically, impact fees are not used to pay for

these improvements and the portion of travel occurring on the interstate/toll facility system is subtracted from the total travel for each use.

CFRPM v7 was executed to calculate the interstate and toll (I/T) facility discount factor based on model roadways within Volusia County. The loaded highway network[1] file was generated using the select zone analysis function for all traffic analysis zones located within New Smyrna Beach to differentiate trips with an origin and/or destination within the city versus trips with no origin or destination within the city.

Currently, interstate/toll facilities within the study area of Volusia County include Interstate 4 and Interstate 95. The limited access vehicle-miles of travel (Limited Access VMT) for trips with an origin and/or destination within the City of New Smyrna Beach was calculated for the identified limited access facilities. Next, the total VMT was calculated for all trips with an origin and/or destination within the study area for all roads, including limited access facilities.

The I/T adjustment factor of 27.2 percent was determined by dividing the total limited access VMT by the total study area VMT for the 2045 Cost Feasible network. By applying this factor to the VMT for each land use, the reduced VMT is then representative of only the roadways which can be funded by multi-modal transportation impact fees.

Land Use Changes

As part of this update study, the following land uses were revised/added to the City's fee schedule.

<u>Multi-Family Re-Alignment</u>

The ITE 11th Edition handbook has re-aligned multi-family land uses into the following categories, which are reflected in the updated schedule for New Smyrna Beach:

- LUC 215: Single Family (Attached)
- LUC 220: Multi-Family (Low-Rise, 1-3 floors)
- LUC 221/222: Multi-Family (Mid/High-Rise, 4+ floors)

[1] The "loaded highway network" refers to the final travel demand model roadway network with traffic volumes assigned (or loaded) to each model roadway link.

Schools

The school land use was broken out into the following uses and the unit of measure was changed from "per 1,000 sq ft" to "per student" due to available data in the ITE 11th Edition:

- Elementary School (Private)
- Middle/Junior High School (Private)
- High School (Private)
- University/Junior College (7,500 or fewer students) (Private)
- University/Junior College (more than 7,500 students) (Private)

Medical Office/Clinic 10,000 sq ft or less

This tier was added to the impact fee schedule to reflect the lower trip generation associated with small medical offices.

Retail/Shopping Center

ITE 11th Edition re-aligned this land use into three distinct square footage ranges with associated variations in trip generation rates. For this update study, the existing retail/shopping center tiers have been re-aligned to match ITE 11th Edition.

Gas Station w/Convenience Store

ITE 11th Edition re-aligned this land use to have trip generation rate tiering tied to square footage of the convenience store, not the number of pumps. This land use replaces the "Convenience Store with and w/o Gas Pumps" use that is charged per 1,000 sq ft and the "Super Convenience Store" land use.

Cost Component

Cost information from the City of New Smyrna Beach, Volusia County, and other counties in Florida was reviewed to develop a unit cost for all phases involved in the construction of one lane-mile of roadway capacity. Appendix B provides the data and other support information utilized in these analyses.

City/County Roadway Cost

This section examines the right-of-way (ROW), construction, and other cost components associated with city/county roads with respect to transportation capacity expansion improvements in the City of New Smyrna Beach. In addition to Volusia County data, bid data for recently completed/on-going projects throughout Florida were used to supplement the cost data for city/county roadway improvements. The cost for each roadway capacity project was separated into four components: design, right-of-way (ROW), construction, and construction engineering/inspection (CEI).

Design and CEI

Design costs for city/county roads were estimated at **eight (8) percent** of construction phase costs based on a review of local cost data from Volusia County. Additional details are provided in Appendix B, Table B-2.

CEI costs for city/county roads were estimated at **11 percent** of construction phase costs based on a review of local cost data from Volusia County. Additional details are provided in Appendix B, Tables B-8.

These estimates are consistent with the costs observed in other jurisdictions, as shown in Tables B-3 for design and B-9 for CEI.

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that were necessary to have sufficient cross-section width to widen an existing road or, in the case of new construction, to build a new road. This factor was determined through a review of recent ROW-to-construction ratios seen in Volusia County (with a range of no cost to 34 percent) and seen in other jurisdictions throughout Florida (ranging from 10 percent to 60 percent). For purposes of the multi-modal fee calculation, a **20 percent** ROW-to-construction factor was used for city/county

roadways based on these datasets. Additional details are provided in Appendix B, Tables B-4 and B-5.

Construction

A review of construction cost data for local city/county roadway capacity expansion projects included eight recent/on-going improvements provided in Volusia County.

- Howland Blvd from Courtland Blvd to N. of SR 415
- LPGA Blvd from Jimmy Ann Dr/Grand Reserve to Derbyshire Road
- Williamson Blvd from LPGA Blvd to Strickland Range Road
- Howland Blvd from Providence Blvd to Elkcam Blvd
- Orange Camp Blvd from MLK Blvd to I-4
- 10th St from Myrtle Avenue to US-1
- Blue Lake Avenue Ext. from Blue Lake Avenue to SR 472
- Williamson Blvd from Strickland Range Road to Hand Avenue

The construction cost of these improvements ranged from $1.96 million per lane mile to $6.66 million per lane mile with a weighted average cost of approximately $2.69 million per lane mile. Additional details are provided in Appendix B, Table B-6.

In addition to local data, a review of recently built or bid projects (from 2014 to 2023) throughout the state of Florida was conducted. As shown in Appendix B, Table B-7, the statewide database includes a total of 48 projects between 2014 and 2023 from 16 different counties (including Volusia County) with a weighted average cost of approximately $3.55 million per lane mile (all improvements have urban-design characteristics). In the case of counties that are more suburban/rural in nature (similar to Volusia County), the construction cost averages approximately $3.08 million (including Volusia County).

Based on this review, the construction cost for city/county roads (urban design; curb & gutter) was estimated at **$3.10 million** per lane mile for use in the multi-modal fee calculation.

To determine the cost per lane mile for city/county roads with rural-design characteristics (open drainage), the relationship between urban and rural-designed roadway costs from the FDOT District 7 Long Range Estimates (LRE)[2] was reviewed. Based on these cost estimates, the costs for rural roadways are estimated at approximately 73 percent of the costs for urban roadways. Additional details are provided in Appendix B, Table B-1.

[2] Similar data from FDOT District 5 was not available.

To determine the weighted average cost for city/county roadways, the cost for urban-design and rural-design roads were weighted based on the distribution of lane miles included in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan (Cost Feasible Plan, Appendix B, Table B-10). As shown in Table 1, the weighted average city/county roadway construction cost was calculated at approximately $2.65 million per lane mile, with a total weighted cost of $3.68 million per lane mile for use in the multi-modal fee calculation.

Table 1

Estimated Cost per Lane Mile for City/County Roads

Cost Phase	Cost per Lane Mile		
	Curb & Gutter (Urban) Design	Open Drainage (Rural) Design[5]	Weighted Average[6]
Design[1]	$248,000	$181,000	$212,000
Right-of-Way[2]	$620,000	$453,000	$530,000
Construction[3]	$3,100,000	$2,263,000	$2,648,000
CEI[4]	$341,000	$249,000	$291,000
Total Cost	**$4,309,000**	**$3,146,000**	**$3,681,000**
Lane Mile Distribution[7]	46%	54%	100%

1) Design is estimated at 8% of construction costs.
2) Right-of-Way is estimated at 20% of construction costs.
3) Source: Estimate based on a review of data in Appendix B, Tables B-6 and B-7
4) CEI is estimated at 11% of construction costs.
5) Open drainage (rural) design costs are estimated at 73% of the curb & gutter (urban) costs.
6) Lane mile distribution (Item 7) multiplied by the design, ROW, construction, and CEI phase costs by improvement type to develop a weighted average cost per lane mile
7) Source: Appendix B, Table B-10; Items (a) and (b)

Note: All figures rounded to nearest $000

Person-Miles of Capacity Added per Lane Mile (Roadways)

An additional component of the multi-modal impact fee equation is the capacity added per lane-mile of roadway constructed. The vehicle-miles of capacity (VMC) is an estimate of capacity added per lane mile for city and county roadway improvements in the TPO's 2045 Long Range Transportation Plan. As shown in Table 2, each lane mile will add approximately 10,100 VMC. This figure was then converted to person-miles of capacity (PMC) using the person-trip factor (1.44 persons per vehicle) previously discussed, resulting in a weighted average PMC of 14,500 per lane mile.

Table 2

Weighted Average Capacity Added per Lane Mile

Source	Lane Mile Added[1]	Vehicle-Miles of Capacity Added[1]	VMC Added per Lane Mile[2]	Vehicle-Trip to Person-Trip Factor[3]	PMC Added per Lane Mile[4]
City/County Roads	68.70	695,827	10,100	1.44	**14,500**

1) Source: Appendix B, Table B-10
2) Vehicle-miles of capacity added divided by lane miles added
3) Source: Central Florida Regional Planning Model (CFRPM v7)
4) VMC added per lane mile (Item 2) multiplied by the vehicle-trip to person-trip factor (Item 3)

Cost per Person-Mile of Capacity (Roadways)

The transportation cost per unit of development is assessed based on the cost per person-mile of capacity. As shown in Tables 1 and 2, the cost and capacity for roadways in the City of New Smyrna Beach have been calculated based on typical roadway improvements planned to be constructed in the future. Table 3 presents the estimated cost for travel within the city, which is approximately **$254** per PMC.

Table 3

Cost per Person-Mile of Capacity Added (Roadways)

Source	Cost per Lane Mile[1]	Average PMC Added per Lane Mile[2]	Cost per PMC[3]
City/County Roads	$3,681,000	14,500	**$253.86**

1) Source: Table 1
2) Source: Table 2
3) Cost per lane mile (Item 1) divided by the average PMC added per lane mile (Item 2)

Bicycle and Pedestrian Facility Costs

Bicycle and pedestrian facilities provide for relatively small quantities of the total vehicle-miles of travel due to the difference in the average distance traveled by a car trip versus pedestrian/bicycle trips. Because of their relatively small role in the urban travel scheme, they do not have a significant effect on evaluating the costs of providing for mobility. However, bike and pedestrian facilities are important and provide a source of travel for those who cannot drive or cannot afford to drive, and they are a standard part of the urban street and sometimes included in rural roadways. Their costs are included in the standard roadway cross-sections for which costs are estimated for safety and mobility reasons. Thus, the costs of these facilities on

major roads are included in the multi-modal fee. The multi-modal impact fee provides funding for only those bike and pedestrian facilities associated with roadways on the classified road system (excluding local/neighborhood roads) and allows for facilities to be added to existing classified roadways or included in the construction of a new classified roadway or lane addition improvement.

Transit Capital Cost per Person-Mile of Travel

A model for transit service and cost was developed to establish both the capital cost per person-mile of capacity and the system operating characteristics in terms of system coverage, hours of service, and headways. The model developed for the City of New Smyrna Beach was based on information from Volusia County's Public Transit System, Votran's, Transit Development Plan (TDP). Components of the transit capital cost include:

- Vehicle acquisition tied to new routes
- Bus stops, shelters, and benches
- Cost of road network used by transit vehicles

Transit capital costs are computed as the cost of capital features needed to expand the transit system, as follows:

Transit Capital Cost = Bus Infrastructure Cost + Road Capacity Cost

Considering the infrastructure costs and the decline in potential vehicle-capacity that comes with adding transit, it was determined that the difference between constructing a lane mile of roadway (for cars only) versus constructing a roadway with transit is very slight. The roadway with transit cost per PMC is approximately 3.5 percent higher per lane mile than the cost to simply construct a road without transit amenities (Appendix B, Table B-12). As shown in Table 4, this factor was applied to the roadway cost per PMC to determine the multi-modal cost per PMC. The cost per PMC figure is used in the multi-modal impact fee calculation to determine the total cost per unit of development based on person-miles of travel consumed. For each person-mile of travel that is added to the roadway system, approximately $263 of roadway capacity is consumed, as shown in Table 4.

Table 4

Cost per Person-Mile of Capacity Added (Multi-Modal)

Source	Cost per Lane Mile	Average PMC Added per Lane Mile	Cost per PMC
City/County[1]	$3,681,000	14,500	**$253.86**
Transit Cost Factor[2]			3.51%
Weighted Average Cost per PMC[3]			**$262.77**

1) Source: Table 3
2) Source: Appendix B, Table B-12
3) Cost per PMC (Item 1) increased by the transit cost factor (Item 2)

Credit Component

Capital Improvement Credit

The credit component of the impact fee accounts for the City, County and State funding sources that are being expended on roadway capacity expansion (excluding impact fee funds). This section summarizes the calculations utilized to develop the credit component of the impact fee. Additional details are provided in Appendix C.

The present value of the portion of non-impact fee revenues generated by new development over a 25-year period (estimated life of a structure as well as when roadways are likely to need significant maintenance/rehabilitation) that is expected to fund capacity expansion projects was credited against the cost and the system consumed by travel associated with new development. To provide a connection to the demand component, which is measured in terms of travel, the non-impact fee dollars were converted to a fuel tax equivalency.

City Credit

As shown in Table 5, the City of New Smyrna Beach spends an average of $0.34 million per year on transportation capacity-expansion projects funded with non-impact fee revenues, which equates to revenues generated from **0.1 penny** of tax on gasoline and diesel fuels. Additional details are provided in Appendix C, Table C-2.

County Credit

A review of Volusia County's FY 2024 Capital Improvement Plan indicated that a combination of fuel tax, impact fees, and proportionate share revenues are used to fund transportation capacity expansion. As shown in Table 5, the County spends an average of $6.2 million per year, or the equivalent of **2.5 pennies,** on transportation capacity-expansion projects funded with non-impact fee revenues. Additional details are provided in Appendix C, Table C-3.

Further, the County is using fuel tax revenues to retire debt service used to fund transportation expansion improvements. The fuel tax dedication for the Series 2013 bond and the 2015 Capital Improvement Revenue Note total approximately 2.6 pennies of additional county credit. As shown in Table 5, a total fuel tax equivalent of 5.1 pennies is recognized for county expenditures. Additional details are provided in Appendix C, Table C-4.

State Credit

As shown in Table 5, state expenditures for transportation capacity projects in Volusia County were reviewed and a credit for the capacity-expansion portion attributable to state projects was estimated (excluding expenditures on limited access facilities). This review, which included 10 years of historical expenditures, as well as five (5) years of planned expenditures, indicated that FDOT's transportation capacity spending averages $16.7 million per year and generates a credit of **6.6 pennies** of equivalent gas tax revenue, annually. The use of a 15-year period for developing a state credit accounts for the volatility in FDOT spending in the county over short time periods. Additional details are provided in Appendix C, Table C-5.

In summary, for transportation capacity projects, the City allocates $342,000, Volusia County allocates $12.8 million, while the State spends an average of $16.7 million, annually. The portion of capital improvement funding included in the multi-modal fee equation for credit calculations recognizes the future capital revenue that is expected to be generated by new development from all non-impact fee revenues. This credit does not include revenues generated by the existing population.

Table 5

Equivalent Pennies of Gas Tax Revenue

Credit	Average Annual Expenditures	Value per Penny[5]	Equivalent Pennies per Gallon[6]
City Revenues[1]	$341,859	$2,510,330	$0.001
County Revenues[2]	$6,243,889	$2,510,330	$0.025
County Debt Service[3]	$6,528,861	$2,510,330	$0.026
State Revenues[4]	$16,678,453	$2,510,330	$0.066
Total	**$29,793,062**		**$0.118**

1) Source: Appendix C, Table C-2
2) Source: Appendix C, Table C-3
3) Source: Appendix C, Table C-4
4) Source: Appendix C, Table C-5
5) Source: Appendix C, Table C-1
6) Average annual expenditures divided by the value per penny (Item 4) divided by 100

Present Worth Variables

Facility Life: The facility life used in the impact fee analysis is 25 years, which represents the reasonable life of a roadway.

Interest Rate: This is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. The discount rate of 4.40 percent was used in the multi-modal transportation impact fee calculation based on information provided by the City.

Fuel Efficiency

The fuel efficiency (i.e., the average miles traveled per gallon of fuel consumed) of the fleet of motor vehicles was estimated using the quantity of gasoline consumed by travel associated with a particular land use. This variable is used in the calculation of the credit component of the multi-modal transportation impact fee.

Appendix C, Table C-11 documents the calculation of fuel efficiency value based on the following equation, where "VMT" is vehicle miles of travel and "MPG" is fuel efficiency in terms of miles per gallon.

$$Fuel\ Efficiency = \sum VMT_{Roadway\ Type} \div \sum \left(\frac{VMT_{Vehicle\ Type}}{MPG_{Vehicle\ Type}} \right)_{Roadway\ Type}$$

The methodology uses non-interstate VMT and average fuel efficiency data for passenger vehicles (i.e., passenger cars and other 2-axle, 4-tire vehicles, such as vans, pickups, and SUVs) and large trucks (i.e., single-unit, 2-axle, 6-tire or more trucks and combination trucks) to calculate the total gallons of fuel used by each of these vehicle types.

The combined total VMT for the vehicle types is then divided by the combined total gallons of fuel consumed to calculate, in effect, a "weighted" fuel efficiency value that reflects the existing fleet mix of traffic on non-interstate roadways. The VMT and average fuel efficiency data were obtained from the most recent Federal Highway Administration's *Highway Statistics 2022*. Based on the calculation completed in Appendix C, Table C-11, the fuel efficiency rate to be used in the updated impact fee equation is 19.47 miles per gallon.

Effective Days per Year

An effective 365 days per year of operation was used for all land uses in the proposed multi-modal fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, provides a conservative estimate, ensuring that non-impact fee contributions are adequately credited against the fee.

Calculated Multi-Modal Transportation Impact Fee Schedule

Detailed multi-modal impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the multi-modal impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent new trips);
- Total multi-modal transportation impact fee cost;
- Annual capital improvement credit;
- Present value of the capital improvements credit;
- Net multi-modal transportation impact fee rates;
- Current adopted City of New Smyrna Beach transportation impact fee rates; and
- Percent difference between the calculated multi-modal transportation impact fee and the current adopted transportation impact fee.

For clarification purposes, it may be useful to walk through the calculation of a multi-modal fee for one of the land use categories. In the following example, the net multi-modal fee is calculated for the Single Family (Detached) land use category using information from the multi-modal fee schedule included in Appendix D. For each land use category, the following equations are utilized to calculate the net multi-modal transportation impact fee:

Net Multi-Modal Fee = Total Multi-Modal Cost – Capital Improvement Credit

Where:

Total Multi-Modal Cost = ([Trip Rate × Assessable Trip Length × % New Trips] /2) × (1 – Interstate/Toll Facility Adjustment Factor) × (Person-Trip Factor) × (Cost per Person-Mile of Capacity)

Capital Improvement Credit = Present Value (Annual Capital Improvement Credit), given 4.40% interest rate & a 25-year facility life

Annual Capital Improvement Credit = ([Trip Rate × Total Trip Length × % New Trips] / 2) × (Effective Days per Year × $/Gallon to Capital) / Fuel Efficiency

Each of the inputs has been discussed previously in this document; however, for purposes of this example, brief definitions for each input are provided in the following paragraphs, along with the actual inputs used in the calculation of the fee for the Single Family (Detached) land use category:

- *Trip Rate* = the average daily trip generation rate, in vehicle-trips/day (7.81)
- *Assessable Trip Length* = the average trip length on collector roads or above, for the category, in vehicle-miles (6.62)
- *Total Trip Length* = the assessable trip length plus an adjustment factor of half a mile, which is added to the trip length to account for the fact that gas taxes are collected for travel on all roads including local roads (6.62 + 0.50 = 7.12)
- *% New Trips* = adjustment factor to account for trips that are already on the roadway (100%)
- *Divide by 2* = the total daily miles of travel generated by a particular category (i.e., rate*length*% new trips) is divided by two to prevent the double-counting of travel generated between two land use codes since every trip has an origin and a destination
- *Interstate/Toll Facility Adjustment Factor* = adjustment factor to account for travel demand occurring on interstate highways and/or toll facilities (27.2%)
- *Person-Trip Factor* = converts vehicle-miles of travel to person-miles of travel (1.44)
- *Cost per Lane Mile* = unit cost to construct one lane mile of roadway, in $/lane-mile ($3,681,000)
- *Average Person-Capacity Added per Lane Mile* = represents the average daily person-traffic on one travel lane at capacity for one lane mile of roadway, in persons/lane-mile/day (14,500)
- *Transit Cost Factor* = accounts for the increased cost per lane mile of providing transit capital (3.51%)
- *Cost per Person-Mile of Capacity* = unit of person-miles of capacity consumed per unit of development. Cost per person-mile divided by average capacity added per lane mile multiplied by the transit cost factor ($3,681,000 / 14,500 × (1 + 3.51%) = $262.77)
- *Present Value* = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, “i,” and a number of periods, “n;” for 4.40% interest and a 25-year facility life, the uniform series present worth factor is 14.9820.
- *Effective Days per Year* = 365 days
- *$/Gallon to Capital* = the amount of equivalent gas tax revenue per gallon of fuel that is used for capital improvements, in $/gallon
- *Fuel Efficiency* = average fuel efficiency of vehicles, in vehicle-miles/gallon (19.47)
- *City Portion* = Total calculated fee less portion that is being collected by Volusia County.

Multi-Modal Transportation Impact Fee Calculation

Using these inputs, a net multi-modal fee can be calculated for the Single Family (Detached) land use category as follows:

Single Family (Detached) Multi-Modal Transportation Impact Fee Rate (Table D-1):

Total Multi-Modal Cost = ([7.81 * 6.62 * 1.0] /2) * (1 - 0.272) * 1.44 * ($3,681,000 /14,500 *1.0351) = $7,121

Annual Cap. Improv. Credit = ([7.81 * 7.16 * 1.0] /2) * 365 * ($0.118 /19.47) = $62
Capital Improvement Credit = $62 * 14.9820 = $929

Net Multi-Modal Fee = $7,121 - $929 = $6,192
Volusia County Impact Fee Rate = $5,464
City Portion = $6,192 - $5,464 = **$728**

Table 6 presents the calculated multi-modal fee transportation impact fee schedule for the City of New Smyrna Beach. In addition, this table also includes the current adopted transportation impact fee and maximum allowable fee under F.S. 163.31801.

Table 6

City of New Smyrna Beach Multi-Modal Transportation Impact Fees

ITE LUC	Land Use	Unit	Adopted[1]	MMTIF[2]	% Change	F.S. Cap[3]	% Change
	RESIDENTIAL:						
210	Single Family (Detached)	du	$1,752	**$728**	-58%	**$728**	-58%
215	Single Family (Attached)	du	$1,043	**$646**	-38%	**$646**	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$1,043	**$493**	-53%	**$493**	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$632	**$335**	-47%	**$335**	-47%
240	Mobile Home Park	du	$644	**$379**	-41%	**$379**	-41%
	LODGING:						
310	Hotel	room	$966	**$372**	-61%	**$372**	-61%
320	Motel	room	$387	**$157**	-59%	**$157**	-59%
	RECREATION:						
411	Public Park	acre	$54	**$129**	139%	**$81**	50%
416	Campground/RV Park	site	$644	**$284**	-56%	**$284**	-56%
420	Marina	boat berth	$173	**$454**	162%	**$259**	50%
445	Movie Theater	1,000 sf	$4,226	**$2,842**	-33%	**$5,170**	22%
	INSTITUTIONS:						
520	Elementary School (Private)	student	$36	**$185**	414%	**$54**	50%
522	Middle/Junior High School (Private)	student	$32	**$172**	438%	**$48**	50%
525	High School (Private)	student	$43	**$194**	351%	**$64**	49%
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$131	**$381**	191%	**$196**	50%
	University/Junior College (more than 7,500 students) (Private)	student	$76	**$273**	259%	**$114**	50%
560	Church	1,000 sf	$447	**$843**	89%	**$670**	50%
565	Day Care Center	1,000 sf	$650	**$2,387**	267%	**$975**	50%
	MEDICAL:						
610	Hospital	1,000 sf	$691	**$951**	38%	**$951**	38%
620	Nursing Home	1,000 sf	$429	**$218**	-49%	**$218**	-49%
	OFFICE:						
710	General Office	1,000 sf	$1,293	**$745**	-42%	**$745**	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$4,762	**$2,975**	-38%	**$2,975**	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$4,762	**$4,218**	-11%	**$4,218**	-11%
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	$2,080	**$1,264**	-39%	**$1,264**	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$2,080	**$2,406**	16%	**$2,406**	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	$2,080	**$2,482**	19%	**$2,482**	19%
840/841	New/Used Auto Sales	1,000 sf	$2,718	**$2,825**	4%	**$2,825**	4%
850	Supermarket	1,000 sf	$3,487	**$3,546**	2%	**$3,546**	2%
862	Home Improvement Superstore	1,000 sf	$3,993	**$1,445**	-64%	**$1,445**	-64%
880/881	Pharmacy with & without Drive-Thru	1,000 sf	$1,681	**$2,228**	33%	**$2,228**	33%
890	Furniture Store	1,000 sf	$578	**$649**	12%	**$649**	12%
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	$1,877	**$2,107**	12%	**$2,107**	12%
912	Bank/Savings Drive-In	1,000 sf	$3,171	**$3,770**	19%	**$3,770**	19%
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	$5,602	**$6,609**	18%	**$6,609**	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$15,413	**$14,315**	-7%	**$14,315**	-7%
943	Automobile Parts and Service Center	1,000 sf	$1,186	**$1,380**	16%	**$1,380**	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$1,117	**$2,413**	116%	**$1,675**	50%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$3,311	**$3,712**	12%	**$3,712**	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$4,723	**$4,844**	3%	**$4,844**	3%
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	$519	**$339**	-35%	**$339**	-35%
140	Manufacturing	1,000 sf	$519	**$335**	-35%	**$335**	-35%
150	Warehousing	1,000 sf	$232	**$116**	-50%	**$116**	-50%
151	Mini-Warehouse	1,000 sf	$203	**$59**	-71%	**$59**	-71%

1) Source: City of New Smyrna Beach; current rates for schools and gas station are estimated based on ratios
2) Source: Appendix D, Table D-1
3) Source: Appendix D, Table D-2; increase in rates is capped at 50% per F.S. 163.31801

SFGLA = Square Footage of Gross Leasable Area

Multi-Modal Transportation Impact Fee Comparison

A comparison of the City's adopted and calculated fee schedule to adopted fees by nearby jurisdictions for sample land uses is presented in **Table 7**. This table also includes information on the most recent technical study date, adoption percentage, and roadway network included in the fee for each jurisdiction.

Table 7

Transportation Impact Fee Comparison

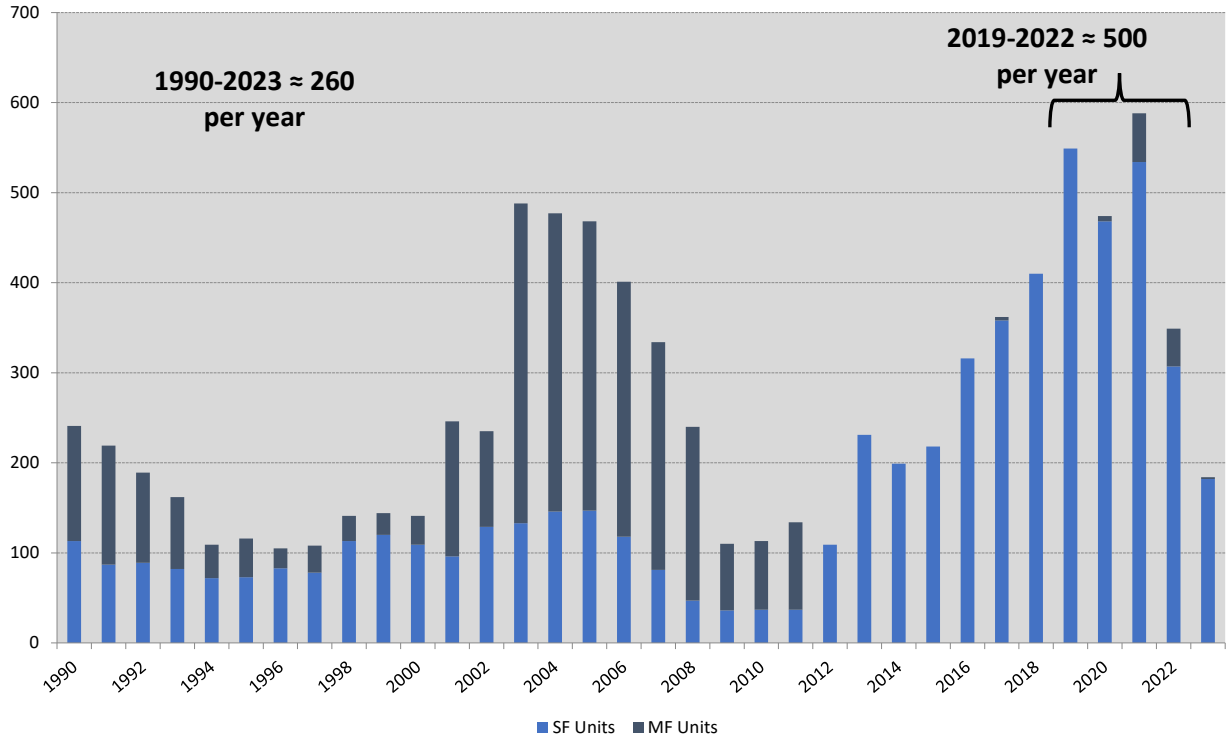
Land Use	Unit[2]	New Smyrna Beach		Volusia County[5]	Titusville[6]	Daytona Beach[7]	Deltona[8]	Ormond Beach[9]	Port Orange[10]	Edgewater[11]	Lake County[12]			Seminole County[13]			Altamonte Springs[14]	Oviedo[15]	Winter Springs[16]
		Calculated[3]	Existing[4]								North/ Central	South/ Wekiva	West	Rural	Suburb	Core			
Date of Last Update		**2024**	**2019**	2022	2000	2006	2007/2015	1996	2023	2024	2022	2022	2022	2021	2021	2021	2020	2024	2016
Assessed Portion of Calculated[1]		**n/a**	**100%**	100%	100%	100%	100%	100%	100%	100%	95%	95%	26%	100%	100%	100%	100%	100%	100%
Road Network/Scope		**City Only**	**City Only**	County/State	Full Network	City Only	City Only	City Only	City Only	City Only	City/County			Full Network			Full Network	Full Network	City Only
Residential:																			
Single Family (2,000 sq ft)	du	**$728**	**$1,752**	$5,464	$4,353	$380	$1,044	$163	$1,263	$346	$4,905	$4,905	$1,342	$7,312	$2,714	$1,811	$1,984	$6,001	$1,342
Multi-Family (1,300 sq ft)	du	**$493**	**$1,043**	$3,700	$2,677	$247	$888	$163	$903	$346	$3,382	$3,382	$926	n/a	$1,665	$1,048	$1,172	$4,092	$937
Non-Residential:																			
General Light Industrial	1,000 sf	**$339**	**$519**	$2,420	$3,124	$255	$1,308	$100	$536	$158	$1,972	$1,972	$540	$2,027	$1,024	$761	$573	$1,846	$983
Office (50,000 sq ft)	1,000 sf	**$745**	**$1,293**	$5,400	$5,058	$405	$1,638	$231	$1,502	$351	$4,481	$4,481	$1,226	$3,614	$1,840	$1,470	$1,737	$4,346	$1,555
Retail/Shopping Center (125,000 sq ft)	1,000 sfgla	**$2,406**	**$2,080**	$6,320	$5,270	$977	$2,075	$803	$7,332	$497	$5,238	$5,238	$1,434	$7,369	$3,819	$2,523	$7,521	$6,104	$2,140

1) Represents that portion of the maximum calculated fee for each respective jurisdiction that is actually charged. Fees may have been lowered through indexing or policy discounts. Does not account for moratoriums/suspensions
2) du = dwelling unit
3) Source: Appendix D, Table D-1
4) Source: City of New Smyrna Beach Development Services Department
5) Source: Volusia County, Growth and Resource Management Department. Fee shown for multi-family reflects "Multi Family Low-Rise (Triplex, Quad, 3+ units up to 3 Stories)"
6) Source: City of Titusville Community Development Department. Titusville road impact fees are collected by Brevard County and based on the County's impact fee study
7) Source: City of Daytona Beach, Permits and Licensing Department. Fees shown reflect annual indexing. Rates shown are for City Roads only
8) Source: City of Deltona, Planning and Development Services Department. Rates shown are for City Roads only
9) Source: City of Ormond Beach Growth and Resource Management. Rates shown are for City Roads only
10) Source: City of Port Orange Land Development Code. Rates shown implemented in compliance with the 50% limit per F.S. 163.31801. Rates shown are for City Roads only and reflect fully phased levels. The City will increase impact fees annually through 2027 to reach these levels, except for Office and Retail, which are already at their maximum rates.
11) Source: City of Edgewater Development Services Department
12) Source: Lake County, Planning and Zoning. Current rates are lower than the fully phased rates shown above. The County will increase impact fees annually through 2027 to reach these fee levels.
13) Source: Seminole County, Development Services. Fee shown for multi-family reflects "Multi-Family (1-2 Story Building)"
14) Source: City of Altamonte Springs Growth Management Department. Rates shown are for City Roads only
15) Source: City of Oviedo Development Services Department
16) Source: City of Winter Springs, Community Development Department. Rates shown are for City Roads only

Revenue Projections

The multi-modal transportation impact fee projections in this report are based on recent permitting levels in the City of New Smyrna Beach. Figure 1 presents residential permitting figures since 1990.

Figure 1
Residential Permitting



Source: U.S. Census Bureau

Given fluctuations in permitting levels, a range of revenue scenarios were developed. For the low-end, residential permitting was based on the average permitting levels since 1990 and the recent 2023 permitting in the City (approximately 200 permits). For the high-end, residential permitting was based on the activity between 2019 and 2022 (approximately 500 permits).

The following additional assumptions/estimates are incorporated into the projections:

- Impact fees implemented at the full calculated rate;
- Residential permitting consists primarily of the "Single Family Detached" land use; and

- Non-residential revenues account for approximately 15 percent of the total revenue collected based on the average tax base distribution in the City of New Smyrna Beach over the past five years.

As shown in Table 8, the City of New Smyrna Beach has the potential to generate between $1.02 and $2.52 million in multi-modal transportation impact fee revenues through 2031 if the impact fee rates are adopted as 100 percent.

Table 8

Multi-Modal Transportation Impact Fee Revenue Projections

Service Area	Annual Revenue (Low-End)	Annual Revenue (High-End)		2026-2031 Revenues (Low-End)	2026-2031 Revenues (High-End)
Transportation	$170,000	$420,000		**$1,020,000**	**$2,520,000**

Source: Based on recent permitting levels and calculated fee rates from this report

For impact fee purposes, revenue projections serve only as an overall guideline in panning future infrastructure needs. In their simplest form, impact fees charge each unit of new growth for the net cost (total cost less credits) of infrastructure needed to serve that unit of growth. If the growth rates remain high, the City will have more impact fee revenues to fund growth related projects sooner rather than later. If the growth rate slows down, less revenue will be generated and the timing and need for future infrastructure improvements will be later rather than sooner.

Appendix A
Demand Component

Appendix A: Demand Component

This appendix presents the detailed calculations for the demand component of the multi-modal transportation impact fee update.

Interstate & Toll Facility Adjustment Factor

Table A-1 presents the interstate and toll facility adjustment factor used in the calculation of the multi-modal fee. This variable is based on data from the Central Florida Regional Planning Model v7, specifically the 2045 vehicle-miles of travel. It should be noted that this adjustment factor excludes all external-to-external trips, which represent traffic that goes through the city, but does not necessarily stop in the city. This traffic is excluded from the analysis since it does not come from development within the city. The I/T adjustment factor is used to reduce the VMT that the multi-modal fee charges for each land use since impact fee revenues are typically not used to build interstates or toll facilities.

Table A-1

Interstate/Toll Facility Adjustment Factor

Facility Type	Total	
	VMT	%
Interstate/Toll	496,970	**27.2%**
Other Roads	1,330,234	72.8%
Total	**1,827,204**	**100.0%**

Source: Central Florida Regional Planning Model v7

Florida Studies Trip Characteristics Database

The Florida Studies Trip Characteristics Database includes approximately 345 studies on 40 different residential and non-residential land uses collected over the last 30 years. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development of impact/multi-modal/mobility fees and the creation of land use plan category trip characteristics for communities throughout Florida and the U.S.

Benesch estimates trip generation rates for all land uses in an impact fee schedule using data from studies in the Florida Studies Database and the Institute of Transportation Engineers' (ITE) *Trip Generation* reference report (11th edition). In instances, when both ITE *Trip Generation* reference report (11th edition) and Florida Studies trip generation rate (TGR) data are available for a particular land use, the data is typically blended together to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only TGR data from the ITE reference report is used in the fee calculation.

The trip generation rate for each respective land use is calculated using machine counts that record daily traffic into and out of the site studied. The traffic count hoses, or video cameras are set at entrances to residential subdivisions for the residential land uses and at all access points for non-residential land uses.

The trip length information is obtained through origin-destination surveys that ask respondents where they came from prior to arriving at the site and where they intended to go after leaving the site. The results of these surveys were used to estimate average trip length by land use.

The percent new trip variable is based on assigning each trip collected through the origin-destination survey process a trip type (primary, secondary, diverted, and captured). The percent new trip variable is then calculated as 1 minus the percentage of trips that are captured. Benesch has published an article entitled, *Measuring Travel Characteristics for Transportation Impact Fees*, ITE Journal, April 1991 on the data collecting methodology for trip characteristics studies.

Table A-2

Land Use 151: Mini-Warehouse

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Orange Co, FL	89.6	2006	-	-	1.23	-	-	-	-	Orange County
Orange Co, FL	84.7	2006	-	-	1.39	-	-	-	-	Orange County
Orange Co, FL	93.0	2006	-	-	1.51	-	-	-	-	Orange County
Orange Co, FL	107.0	2007	-	-	1.45	-	-	-	-	Orange County
Orange Co, FL	77.0	2009	-	-	2.18	-	-	-	-	Tindale Oliver
Orange Co, FL	93.7	2012	-	-	1.15	-	-	-	-	Tindale Oliver
Total Size	545.0	6					**Average Trip Length:**	**n/a**		
ITE	880.0	16					**Weighted Average Trip Length:**	**n/a**		
Blended total	1,425.0									

Weighted Percent New Trip Average: -

Weighted Average Trip Generation Rate: 1.47

ITE Average Trip Generation Rate: 1.45

Blend of FL Studies and ITE Average Trip Generation Rate: 1.46

Table A-3

Land Use 210: Single Family - Detached

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	76	Jun-93	70	70	10.03	-	6.00	-	60.18	Sarasota County
Sarasota Co, FL	79	Jun-93	86	86	9.77	-	4.40	-	42.99	Sarasota County
Sarasota Co, FL	135	Jun-93	75	75	8.05	-	5.90	-	47.50	Sarasota County
Sarasota Co, FL	152	Jun-93	63	63	8.55	-	7.30	-	62.42	Sarasota County
Sarasota Co, FL	193	Jun-93	123	123	6.85	-	4.60	-	31.51	Sarasota County
Sarasota Co, FL	97	Jun-93	33	33	13.20	-	3.00	-	39.60	Sarasota County
Sarasota Co, FL	282	Jun-93	146	146	6.61	-	8.40	-	55.52	Sarasota County
Sarasota Co, FL	393	Jun-93	207	207	7.76	-	5.40	-	41.90	Sarasota County
Hernando Co, FL	76	May-96	148	148	10.01	9a-6p	4.85	-	48.55	Tindale Oliver
Hernando Co, FL	128	May-96	205	205	8.17	9a-6p	6.03	-	49.27	Tindale Oliver
Hernando Co, FL	232	May-96	182	182	7.24	9a-6p	5.04	-	36.49	Tindale Oliver
Hernando Co, FL	301	May-96	264	264	8.93	9a-6p	3.28	-	29.29	Tindale Oliver
Charlotte Co, FL	135	Oct-97	230	-	5.30	9a-5p	7.90	-	41.87	Tindale Oliver
Charlotte Co, FL	142	Oct-97	245	-	5.20	9a-5p	4.10	-	21.32	Tindale Oliver
Charlotte Co, FL	150	Oct-97	160	-	5.00	9a-5p	10.80	-	54.00	Tindale Oliver
Charlotte Co, FL	215	Oct-97	158	-	7.60	9a-5p	4.60	-	34.96	Tindale Oliver
Charlotte Co, FL	257	Oct-97	225	-	7.60	9a-5p	7.40	-	56.24	Tindale Oliver
Charlotte Co, FL	345	Oct-97	161	-	7.00	9a-5p	6.60	-	46.20	Tindale Oliver
Charlotte Co, FL	368	Oct-97	152	-	6.60	9a-5p	5.70	-	37.62	Tindale Oliver
Charlotte Co, FL	383	Oct-97	516	-	8.40	9a-5p	5.00	-	42.00	Tindale Oliver
Charlotte Co, FL	441	Oct-97	195	-	8.20	9a-5p	4.70	-	38.54	Tindale Oliver
Charlotte Co, FL	1,169	Oct-97	348	-	6.10	9a-5p	8.00	-	48.80	Tindale Oliver
Collier Co, FL	90	Dec-99	91	-	12.80	8a-6p	11.40	-	145.92	Tindale Oliver
Collier Co, FL	400	Dec-99	389	-	7.80	8a-6p	6.40	-	49.92	Tindale Oliver
Lake Co, FL	49	Apr-02	170	-	6.70	7a-6p	10.20	-	68.34	Tindale Oliver
Lake Co, FL	52	Apr-02	212	-	10.00	7a-6p	7.60	-	76.00	Tindale Oliver
Lake Co, FL	126	Apr-02	217	-	8.50	7a-6p	8.30	-	70.55	Tindale Oliver
Pasco Co, FL	55	Apr-02	133	-	6.80	8a-6p	8.12	-	55.22	Tindale Oliver
Pasco Co, FL	60	Apr-02	106	-	7.73	8a-6p	8.75	-	67.64	Tindale Oliver
Pasco Co, FL	70	Apr-02	188	-	7.80	8a-6p	6.03	-	47.03	Tindale Oliver
Pasco Co, FL	74	Apr-02	188	-	8.18	8a-6p	5.95	-	48.67	Tindale Oliver
Pasco Co, FL	189	Apr-02	261	-	7.46	8a-6p	8.99	-	67.07	Tindale Oliver
Marion Co, FL	102	Apr-02	167	-	8.02	7a-6p	5.10	-	40.90	Kimley-Horn & Associates
Marion Co, FL	105	Apr-02	169	-	7.23	7a-6p	7.22	-	52.20	Kimley-Horn & Associates
Marion Co, FL	124	Apr-02	170	-	6.04	7a-6p	7.29	-	44.03	Kimley-Horn & Associates
Marion Co, FL	132	Apr-02	171	-	7.87	7a-6p	7.00	-	55.09	Kimley-Horn & Associates
Marion Co, FL	133	Apr-02	209	-	8.04	7a-6p	4.92	-	39.56	Kimley-Horn & Associates
Citrus Co, FL	111	Oct-03	273	-	8.66	7a-6p	7.70	-	66.68	Tindale Oliver
Citrus Co, FL	231	Oct-03	155	-	5.71	7a-6p	4.82	-	27.52	Tindale Oliver
Citrus Co, FL	306	Oct-03	146	-	8.40	7a-6p	3.94	-	33.10	Tindale Oliver
Citrus Co, FL	364	Oct-03	345	-	7.20	7a-6p	9.14	-	65.81	Tindale Oliver
Citrus Co, FL	374	Oct-03	248	-	12.30	7a-6p	6.88	-	84.62	Tindale Oliver
Lake Co, FL	42	Dec-06	122	-	11.26	-	5.56	-	62.61	Tindale Oliver
Lake Co, FL	51	Dec-06	346	-	18.22	-	9.46	-	172.36	Tindale Oliver
Lake Co, FL	59	Dec-06	144	-	12.07	-	10.79	-	130.24	Tindale Oliver
Lake Co, FL	90	Dec-06	194	-	9.12	-	5.78	-	52.71	Tindale Oliver
Lake Co, FL	239	Dec-06	385	-	7.58	-	8.93	-	67.69	Tindale Oliver
Hernando Co, FL	232	Apr-07	516	-	8.02	7a-6p	8.16	-	65.44	Tindale Oliver
Hernando Co, FL	95	Apr-07	256	-	8.08	7a-6p	5.88	-	47.51	Tindale Oliver
Hernando Co, FL	90	Apr-07	338	-	7.13	7a-6p	5.86	-	41.78	Tindale Oliver
Hernando Co, FL	58	Apr-07	153	-	6.16	7a-6p	8.39	-	51.68	Tindale Oliver
Collier Co, FL	74	Mar-08	503	-	12.81	7a-6p	3.05	-	39.07	Tindale Oliver
Collier Co, FL	97	Mar-08	512	-	8.78	7a-6p	11.29	-	99.13	Tindale Oliver
Collier Co, FL	315	Mar-08	1,347	-	6.97	7a-6p	6.55	-	45.65	Tindale Oliver
Collier Co, FL	42	Mar-08	314	-	9.55	7a-6p	10.98	-	104.86	Tindale Oliver
Total Size	10,380	55	13,130				**Average Trip Length:**	**6.83**		
							Weighted Average Trip Length:	**6.62**		

Weighted Average Trip Generation Rate: 7.81

Table A-4

LUC 215: Single Family Attached Housing

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Hernando Co, FL	31	May-96	31	31	6.12	9a-6p	-	-	-	Tindale Oliver
Hernando Co, FL	128	May-96	198	198	6.47	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	229	Apr-02	198	198	4.77	9a-6p	-	-	-	Tindale Oliver
Pasco Co, FL	248	Apr-02	353	353	4.24	9a-6p	-	-	-	Tindale Oliver
Total Size	636	4	780				**Average Trip Length:**	**-**		
ITE	2,640	22					**Weighted Average Trip Length:**	**-**		
Blended total	3,276									

Weighted Average Trip Generation Rate: 4.97

ITE Average Trip Generation Rate: 7.20

Blend of FL Studies and ITE Average Trip Generation Rate: 6.77

Table A-5

LUC 220/221/222: Multi-Family/Apartment

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	212	Jun-93	42	42	5.78	-	5.20	-	30.06	Sarasota County
Sarasota Co, FL	243	Jun-93	36	36	5.84	-	-	-	-	Sarasota County
Marion Co, FL	214	Apr-02	175	175	6.84	-	4.61	-	31.53	Kimley-Horn & Associates
Marion Co, FL	240	Apr-02	174	174	6.96	-	3.43	-	23.87	Kimley-Horn & Associates
Marion Co, FL	288	Apr-02	175	175	5.66	-	5.55	-	31.41	Kimley-Horn & Associates
Marion Co, FL	480	Apr-02	175	175	5.73	-	6.88	-	39.42	Kimley-Horn & Associates
Marion Co, FL	500	Apr-02	170	170	5.46	-	5.94	-	32.43	Kimley-Horn & Associates
Lake Co, FL	250	Dec-06	135	135	6.71	-	5.33	-	35.76	Tindale Oliver
Lake Co, FL	157	Dec-06	265	265	13.97	-	2.62	-	36.60	Tindale Oliver
Lake Co, FL	169	Dec-06	212	-	8.09	-	6.00	-	48.54	Tindale Oliver
Lake Co, FL	226	Dec-06	301	-	6.74	-	2.17	-	14.63	Tindale Oliver
Hernando Co, FL	312	Apr-07	456	-	4.09	-	5.95	-	24.34	Tindale Oliver
Hernando Co, FL	176	Apr-07	332	-	5.38	-	5.24	-	28.19	Tindale Oliver
Total Size	3,467	13	2,648			**Average Trip Length:**	**4.91**			
						Weighted Average Trip Length:	**5.21**			

Table A-6

Land Use 240: Mobile Home Park

Location	Size / Units	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Marion Co, FL	67	Jul-91	22	22	5.40	48hrs.	2.29	-	12.37	Tindale Oliver
Marion Co, FL	82	Jul-91	58	58	10.80	24hr.	3.72	-	40.18	Tindale Oliver
Marion Co, FL	137	Jul-91	22	22	3.10	24hr.	4.88	-	15.13	Tindale Oliver
Sarasota Co, FL	996	Jun-93	181	181	4.19	-	4.40	-	18.44	Sarasota County
Sarasota Co, FL	235	Jun-93	100	100	3.51	-	5.10	-	17.90	Sarasota County
Marion Co, FL	188	Apr-02	147	-	3.51	24hr.	5.48	-	19.23	Kimley-Horn & Associates
Marion Co, FL	227	Apr-02	173	-	2.76	24hr.	8.80	-	24.29	Kimley-Horn & Associates
Marion Co, FL	297	Apr-02	175	-	4.78	24hr.	4.76	-	22.75	Kimley-Horn & Associates
Hernando Co, FL	1,892	May-96	425	425	4.13	9a-6p	4.13	-	17.06	Tindale Oliver
Total Size	4,121	9	1,303			**Average Trip Length:**	**4.84**			
						Weighted Average Trip Length:	**4.60**			

Weighted Average Trip Generation Rate: **4.17**

Table A-7

Land Use 310: Hotel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	174	Aug-89	134	106	12.50	7-11a/3-7p	6.30	79.0	62.21	Tindale Oliver
Pinellas Co, FL	114	Oct-89	30	14	7.30	12-7p	6.20	47.0	21.27	Tindale Oliver
Orange Co, FL	123	1997	-	-	6.32	-	-	-	-	Orange County
Orange Co, FL	120	1997	-	-	5.27	-	-	-	-	Orange County
Orange Co, FL	146	1997	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	252	1997	-	-	5.63	-	-	-	-	Orange County
Orange Co, FL	172	1997	-	-	6.36	-	-	-	-	Orange County
Orange Co, FL	170	1997	-	-	6.06	-	-	-	-	Orange County
Orange Co, FL	128	1997	-	-	6.10	-	-	-	-	Orange County
Orange Co, FL	200	1997	-	-	4.56	-	-	-	-	Orange County
Orange Co, FL	112	1998	-	-	2.78	-	-	-	-	Orange County
Orange Co, FL	130	1998	-	-	9.12	-	-	-	-	Orange County
Orange Co, FL	106	1998	-	-	7.34	-	-	-	-	Orange County
Orange Co, FL	98	1998	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	120	1998	-	-	5.57	-	-	-	-	Orange County
Orange Co, FL	70	1999	-	-	1.85	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	4.81	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	3.70	-	-	-	-	Orange County
Orange Co, FL	211	2000	-	-	2.23	-	-	-	-	Orange County
Orange Co, FL	144	2000	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	105	2001	-	-	5.25	-	-	-	-	Orange County
Orange Co, FL	891	2005	-	-	5.69	-	-	-	-	Orange County
Orange Co, FL	1,584	2005	-	-	5.88	-	-	-	-	Orange County
Orange Co, FL	210	2006	-	-	4.88	-	-	-	-	Orange County
Orange Co, FL	1,499	2006	-	-	4.69	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	4.74	-	-	-	-	Orange County
Orange Co, FL	148	-	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	160	-	-	-	6.19	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	4.29	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	3.40	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	7.66	-	-	-	-	Orange County
Orange Co, FL	100	-	-	-	7.37	-	-	-	-	Orange County
Orange Co, FL	190	-	-	-	4.71	-	-	-	-	Orange County
Orange Co, FL	1,501	2011	-	-	3.50	-	-	-	-	Tindale Oliver
Orange Co, FL	174	2011	-	-	7.03	-	-	-	-	Tindale Oliver
Orange Co, FL	238	2014	-	-	4.05	-	-	-	-	Tindale Oliver
Total Size	10,184	36	164			**Average Trip Length:**	**6.25**			
ITE	1,036	7				**Weighted Average Trip Length:**	**6.26**			
Blended total	11,220									

Weighted Percent New Trip Average: 66.3

Weighted Average Trip Generation Rate: 5.31

ITE Average Trip Generation Rate: 7.99

Blend of FL Studies and ITE Average Trip Generation Rate: **5.56**

Table A-8

Land Use 320: Motel

Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	48	Oct-89	46	24	-	10a-2p	2.80	65.0	-	Tindale Oliver
Pinellas Co, FL	54	Oct-89	32	22	-	12p-7p	3.80	69.0	-	Tindale Oliver
Pinellas Co, FL	120	Oct-89	26	22	-	2p-7p	5.20	84.6	-	Tindale Oliver
Total Size	222	3	104			**Average Trip Length:**	**3.93**			
ITE	654	6				**Weighted Average Trip Length:**	**4.34**			
						Weighted Percent New Trip Average:		76.6		

Table A-9

Land Use 445: Movie Theater

Location	Size (1,000 sf)	Date	Total # Interviews	Trip Length Intervie	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	24.7	Oct-89	151	116	113.10	2p-8p	2.70	77.0	235.13	Tindale Oliver
Pinellas Co, FL	34.0	Sep-89	122	116	63.40	2p-8p	1.90	95.0	114.44	Tindale Oliver
Total Size	58.7	2	273			**Average Trip Length:**	**2.30**			
ITE	28.0	1				**Weighted Average Trip Length:**	**2.24**			
Blended total	86.7					Weighted Percent New Trip Average:		87.4		
								Weighted Average Trip Generation Rate:		84.31
								ITE Average Trip Generation Rate:		78.09
								Blend of FL Studies and ITE Average Trip Generation Rate:		**82.30**

Table A-10

Land Use 565: Day Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	5.6	Aug-89	94	66	66.99	7a-6p	1.90	70.0	89.10	Tindale Oliver
Pinellas Co, FL	10.0	Sep-89	179	134	66.99	7a-6p	2.10	75.0	105.51	Tindale Oliver
Tampa, FL	-	Mar-86	28	25	-	-	2.60	89.0	-	Kimley-Horn & Associates
Total Size	15.6	3	301			**Average Trip Length:**	**2.20**			
ITE	135.0	27				**Weighted Average Trip Length:**	**2.03**			
Blended total	150.6					Weighted Percent New Trip Average:		73.2		
								Weighted Average Trip Generation Rate:		66.99
								ITE Average Trip Generation Rate:		47.62
								Blend of FL Studies and ITE Average Trip Generation Rate:		**49.63**

Table A-11

Land Use 620: Nursing Home

Location	Size (Beds)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Lakeland, FL	120	Mar-90	74	66	2.86	11a-4p	2.59	89.0	6.59	Tindale Oliver
Total Size	120	1	74			**Average Trip Length:**	**2.59**			
ITE	480	3				**Weighted Average Trip Length:**	**2.59**			
Blended total	600					Weighted Percent New Trip Average:		89.0		

Table A-12

Land Use 710: General Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Sarasota Co, FL	14.3	Jun-93	14	14	46.85	-	11.30	-	529.41	Sarasota County
Gwinnett Co, GA	98.0	Dec-92	-	-	4.30	-	5.40	-	-	Street Smarts
Gwinnett Co, GA	180.0	Dec-92	-	-	3.60	-	5.90	-	-	Street Smarts
Pinellas Co, FL	187.0	Oct-89	431	388	18.49	7a-5p	6.30	90.0	104.84	Tindale Oliver
St. Petersburg, FL	262.8	Sep-89	291	274	-	7a-5p	3.40	94.0	-	Tindale Oliver
		5	736			**Average Trip Length:**	**6.46**			
						Weighted Average Trip Length:	**5.15**			
						Weighted Percent New Trip Average:		92.3		

Table A-13

LUC 720: Small Medical/Dental Office Building: 10,000 sf or Less

Site	Size (1,000 sf)	Tues., Jan 11		Wedn., Jan 12		Thur., Jan 13		TOTAL		AVERAGE		AVERAGE (per 1,000 sf)		
		IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	TOTAL
Site 1	2.100	35	35	22	22	13	13	70	70	23.33	23.33	**11.11**	**11.11**	**22.22**
Site 2	3.000	40	40	52	52	53	53	145	145	48.33	48.33	**16.11**	**16.11**	**32.22**
Site 3	2.000	28	28	19	21	24	26	71	75	23.67	25.00	**11.84**	**12.50**	**24.34**
Site 4	1.000	30	30	52	52	57	57	139	139	46.33	46.33	**46.33**	**46.33**	**92.66**
Site 5	3.024	31	32	43	43	24	24	98	99	32.67	33.00	**10.80**	**10.91**	**21.71**
Site 6	1.860	22	24	19	17	11	11	52	52	17.33	17.33	**9.32**	**9.32**	**18.64**
Average												**17.59**	**17.71**	**35.30**
Average (excluding Site 4)												**11.84**	**11.99**	**23.83**

Table A-14

Land Use 720: Medical/Dental Office Building

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	33	26	-	-	6.00	79.0	-	Kimley-Horn & Associates
Palm Harbor, FL	14.6	Oct-89	104	76	33.98	9a-5p	6.30	73.0	156.27	Tindale Oliver
St. Petersburg, FL	-	Nov-89	34	30	57.20	9a-4p	1.20	88.0	-	Tindale Oliver
Hernando Co, FL	58.4	May-96	390	349	28.52	9a-6p	6.47	89.5	165.09	Tindale Oliver
Hernando Co, FL	28.0	May-96	202	189	49.75	9a-6p	6.06	93.8	282.64	Tindale Oliver
Charlotte Co, FL	11.0	Oct-97	-	186	49.50	9a-5p	4.60	92.1	209.67	Tindale Oliver
Charlotte Co, FL	28.0	Oct-97	-	186	31.00	9a-5p	3.60	81.6	91.04	Tindale Oliver
Charlotte Co, FL	30.4	Oct-97	-	324	39.80	9a-5p	3.30	83.5	109.68	Tindale Oliver
Citrus Co, FL	38.9	Oct-03	-	168	32.26	8-6p	6.80	97.1	213.03	Tindale Oliver
Citrus Co, FL	10.0	Nov-03	-	340	40.56	8-630p	6.20	92.4	232.33	Tindale Oliver
Citrus Co, FL	5.3	Dec-03	-	20	29.36	8-5p	5.25	95.2	146.78	Tindale Oliver
Orange Co, FL	50.6	2009	-	-	26.72	-	-	-	-	Orange County
Orange Co, FL	23.5	2010	-	-	16.58	-	-	-	-	Tindale Oliver
			13	763			**Average Trip Length:**	**5.07**		
							Weighted Average Trip Length:	**5.55**		

Weighted Percent New Trip Average: 88.9

Average Trip Generation Rate: 32.59

ITE Average Trip Generation Rate: 36.00

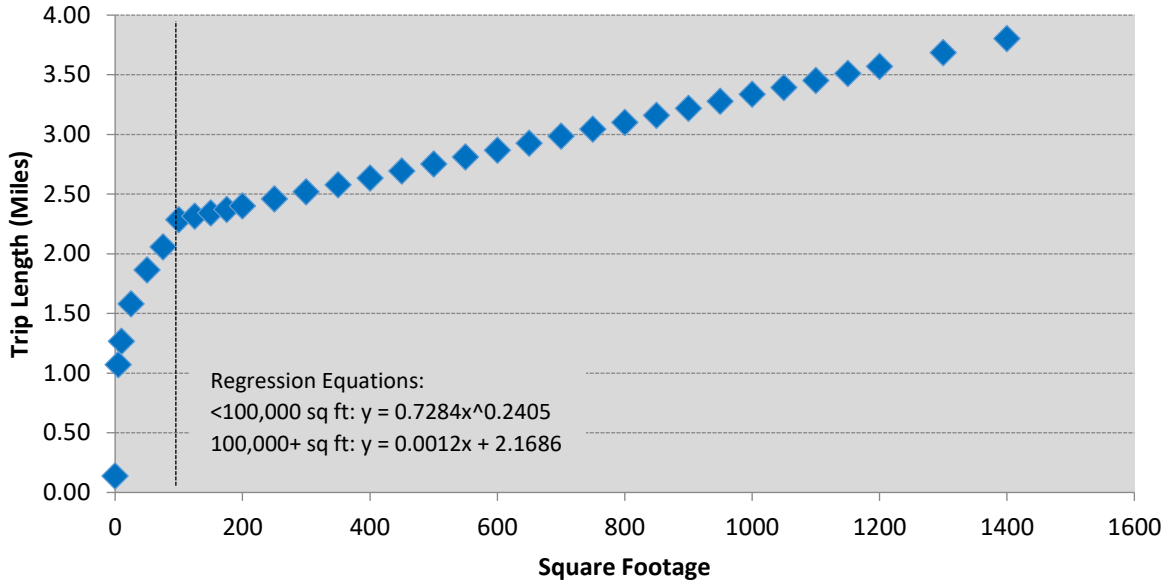
Blend of FL Studies and ITE Average Trip Generation Rate: 34.21

Table A-15

Land Use 820/821/822: Retail/Shopping Center

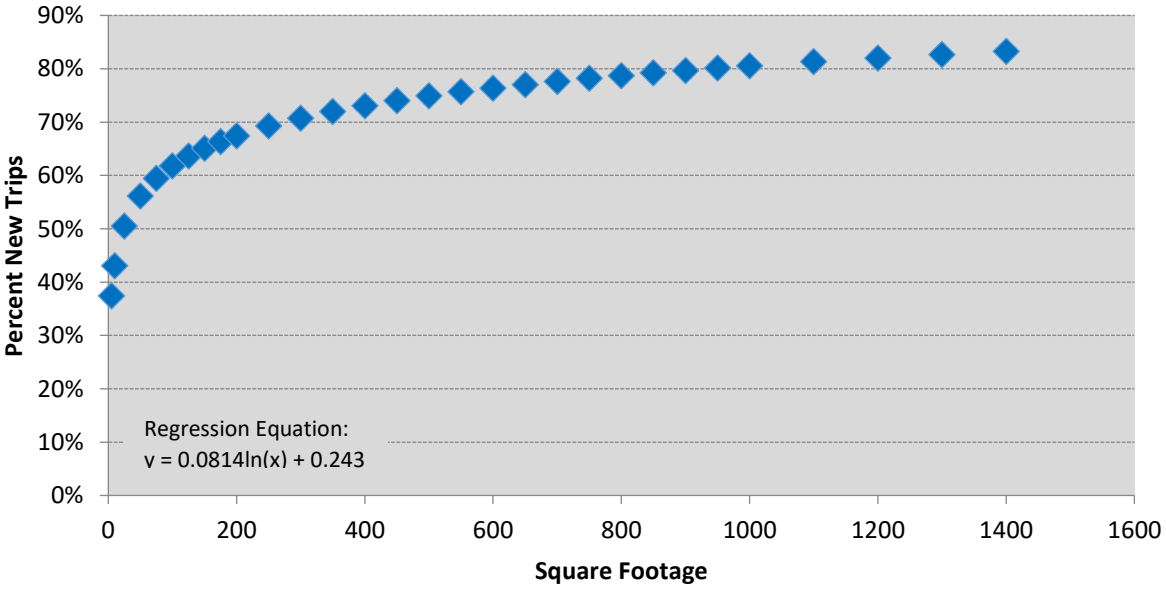
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	527	348	-	-	-	66.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	170	-	-	-	1.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	354	269	-	-	-	76.0	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	144	-	-	-	2.50	-	-	Kimley-Horn & Associates
St. Petersburg, FL	1,192.0	Aug-89	384	298	-	11a-7p	3.60	78.0	-	Tindale Oliver
St. Petersburg, FL	132.3	Sep-89	400	368	77.00	10a-7p	1.80	92.0	127.51	Tindale Oliver
Largo, FL	425.0	Aug-89	160	120	26.73	10a-6p	2.30	75.0	46.11	Tindale Oliver
Dunedin, FL	80.5	Sep-89	276	210	81.48	9a-5p	1.40	76.0	86.69	Tindale Oliver
Pinellas Park, FL	696.0	Sep-89	485	388	-	9a-6p	3.20	80.0	-	Tindale Oliver
Seminole, FL	425.0	Oct-89	674	586	-	-	-	87.0	-	Tindale Oliver
Hillsborough Co, FL	134.0	Jul-91	-	-	-	-	1.30	74.0	-	Tindale Oliver
Hillsborough Co, FL	151.0	Jul-91	-	-	-	-	1.30	73.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	68	64	-	-	3.33	94.1	-	Tindale Oliver
Collier Co, FL	-	Aug-91	208	154	-	-	2.64	74.0	-	Tindale Oliver
Sarasota/Bradenton, FL	109.0	Sep-92	300	185	-	12a-6p	-	61.6	-	King Engineering Associates, Inc.
Ocala, FL	133.4	Sep-92	300	192	-	12a-6p	-	64.0	-	King Engineering Associates, Inc.
Sarasota Co, FL	110.0	Jun-93	58	58	122.14	-	3.20	-	-	Sarasota County
Sarasota Co, FL	146.1	Jun-93	65	65	51.53	-	2.80	-	-	Sarasota County
Sarasota Co, FL	157.5	Jun-93	57	57	79.79	-	3.40	-	-	Sarasota County
Sarasota Co, FL	191.0	Jun-93	62	62	66.79	-	5.90	-	-	Sarasota County
Hernando Co, FL	107.8	May-96	608	331	77.60	9a-6p	4.68	54.5	197.85	Tindale Oliver
Charlotte Co, FL	88.0	Oct-97	-	-	73.50	9a-5p	1.80	57.1	75.56	Tindale Oliver
Charlotte Co, FL	191.9	Oct-97	-	-	72.00	9a-5p	2.40	50.9	87.97	Tindale Oliver
Charlotte Co, FL	51.3	Oct-97	-	-	43.00	9a-5p	2.70	51.8	60.08	Tindale Oliver
Lake Co, FL	67.8	Apr-01	246	177	102.60	-	3.40	71.2	248.37	Tindale Oliver
Lake Co, FL	72.3	Apr-01	444	376	65.30	-	4.50	59.0	173.37	Tindale Oliver
Pasco Co, FL	65.6	Apr-02	222	-	145.64	9a-5p	1.46	46.9	99.62	Tindale Oliver
Pasco Co, FL	75.8	Apr-02	134	-	38.23	9a-5p	2.36	58.2	52.52	Tindale Oliver
Citrus Co, FL	185.0	Oct-03	-	784	55.84	8a-6p	2.40	88.1	118.05	Tindale Oliver
Citrus Co, FL	91.3	Nov-03	-	390	54.50	8a-6p	1.60	88.0	76.77	Tindale Oliver
			30	6,346			**Average Trip Length:**	**2.71**		

Figure A-1
LUC 820: Retail/Shopping Center – Florida Curve Trip Length Regression



Source: Regression analysis based on FL Studies data for LUC 820. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the trip length for retail uses

Figure A-2
LUC 820: Retail/Shopping Center – Florida Curve Percent New Trips Regression



Source: Regression analysis based on FL Studies data for LUC 820. This curve, along with the average development size presented in the ITE 11th Edition Handbook, was used to estimate the percent new trips for retail uses

Table A-16

Land Use 840/841: New/Used Automobile Sales

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
St.Petersburg, FL	43.0	Oct-89	152	120	-	9a-5p	4.70	79.0	-	Tindale Oliver
Clearwater, FL	43.0	Oct-89	136	106	29.40	9a-5p	4.50	78.0	103.19	Tindale Oliver
Orange Co, FL	13.8	1997	-	-	35.75	-	-	-	-	Orange County
Orange Co, FL	34.4	1998	-	-	23.45	-	-	-	-	Orange County
Orange Co, FL	66.3	2001	-	-	28.50	-	-	-	-	Orange County
Orange Co, FL	39.1	2002	-	-	10.48	-	-	-	-	Orange County
Orange Co, FL	116.7	2003	-	-	22.18	-	-	-	-	Orange County
Orange Co, FL	51.7	2007	-	-	40.34	-	-	-	-	L-TEC
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	216.4	2008	-	-	13.45	-	-	-	-	Orange County
Total Size	618.0	10	288				**Average Trip Length:**	**4.60**		
ITE (840)	648.0	18					**Weighted Average Trip Length:**	**4.60**		
ITE (841)	28.0	14					Weighted Percent New Trip Average:	78.5		
Blended total	1,294.0									

Weighted Average Trip Generation Rate:	21.04
ITE Average Trip Generation Rate (LUC 840):	27.84
ITE Average Trip Generation Rate (LUC 841):	27.06
Blend of FL Studies and ITE Average Trip Generation Rate:	**24.58**

Table A-17

Land Use 850: Supermarket

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Palm Harbor, FL	62.0	Aug-89	163	62	106.26	9a-4p	2.08	56.0	123.77	Tindale Oliver
Total Size	62.0	1	163				**Average Trip Length:**	**2.08**		
ITE	1,144.0	22					**Weighted Average Trip Length:**	**2.08**		
Blended total	1,206.0						Weighted Percent New Trip Average:	56.0		

Weighted Average Trip Generation Rate:	106.26
ITE Average Trip Generation Rate:	93.84
Blend of FL Studies and ITE Average Trip Generation Rate:	**94.48**

Table A-18

Land Use 880/881: Pharmacy with and without Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pasco Co, FL	11.1	Apr-02	138	38	88.97	-	2.05	27.5	50.23	Tindale Oliver
Pasco Co, FL	12.0	Apr-02	212	90	122.16	-	2.04	42.5	105.79	Tindale Oliver
Pasco Co, FL	15.1	Apr-02	1192	54	97.96	-	2.13	28.1	58.69	Tindale Oliver
Total Size	38.2	3	1,542				**Average Trip Length:**	**2.07**		
ITE (LUC 880)	66.0	6					**Weighted Average Trip Length:**	**2.08**		
ITE (LUC 881)	208.0	16					Weighted Percent New Trip Average:	32.4		
Blended total	312.2									

Average Trip Generation Rate:	103.03
ITE Average Trip Generation Rate (LUC 880):	90.08
ITE Average Trip Generation Rate (LUC 881):	108.40
Blend of FL Studies and ITE Average Trip Generation Rate:	**103.86**

Table A-19

Land Use 890: Furniture Store

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	15.0	7/28-30/92	64	34	-	-	4.63	52.5	-	Tindale Oliver
Tampa, FL	16.9	Jul-92	68	39	-	-	7.38	55.7	-	Tindale Oliver
Total Size	31.90	2	132				**Average Trip Length:**	**6.01**		
ITE	779.0	19					**Weighted Average Trip Length:**	**6.09**		
Blended total	810.90						Weighted Percent New Trip Average:	54.2		

Table A-20

Land Use 912: Bank/Savings w/Drive-Thru

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	77	-	-	-	2.40	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	211	-	-	-	-	54.0	-	Kimley-Horn & Associates
Clearwater, FL	0.4	Aug-89	113	52	-	9a-6p	5.20	46.0	-	Tindale Oliver
Largo, FL	2.0	Sep-89	129	94	-	-	1.60	73.0	-	Tindale Oliver
Seminole, FL	4.5	Oct-89	-	-	-	-	-	-	-	Tindale Oliver
Marion Co, FL	2.3	Jun-91	69	29	-	24hr.	1.33	42.0	-	Tindale Oliver
Marion Co, FL	3.1	Jun-91	47	32	-	24hr.	1.75	68.1	-	Tindale Oliver
Marion Co, FL	2.5	Jul-91	57	26	-	48hrs.	2.70	45.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	162	96	-	24hr.	0.88	59.3	-	Tindale Oliver
Collier Co, FL	-	Aug-91	116	54	-	-	1.58	46.6	-	Tindale Oliver
Collier Co, FL	-	Aug-91	142	68	-	-	2.08	47.9	-	Tindale Oliver
Hernando Co, FL	5.4	May-96	164	41	-	9a-6p	2.77	24.7	-	Tindale Oliver
Marion Co, FL	2.4	Apr-02	70	-	-	24hr.	3.55	54.6	-	Kimley-Horn & Associates
Marion Co, FL	2.7	May-02	50	-	246.66	24hr.	2.66	40.5	265.44	Kimley-Horn & Associates
Total Size	25.2	14	1,407				**Average Trip Length:**	**2.38**		
ITE	114.0	19					**Weighted Average Trip Length:**	**2.46**		
Blended total	139.2						Weighted Percent New Trip Average:	46.2		
	116.7									

Weighted Average Trip Generation Rate:	246.66
ITE Average Trip Generation Rate:	100.35
Blend of FL Studies and ITE Average Trip Generation Rate:	**103.73**

Table A-21

Land Use 931: Fine Dining Restaurant

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	76	62	-	-	2.10	82.0	-	Kimley-Horn & Associates
St. Petersburg, FL	7.5	Oct-89	177	154	-	11a-2p/4-8p	3.50	87.0	-	Tindale Oliver
Clearwater, FL	8.0	Oct-89	60	40	110.63	10a-2p/5-9p	2.80	67.0	207.54	Tindale Oliver
Total Size	15.5	3	313				**Average Trip Length:**	**2.80**		
ITE	90.0	10					**Weighted Average Trip Length:**	**3.14**		
Blended total	105.5						Weighted Percent New Trip Average:	76.7		
	98.0							Weighted Average Trip Generation Rate:		110.63
								ITE Average Trip Generation Rate:		83.84
								Blend of FL Studies and ITE Average Trip Generation Rate:		**86.03**

Table A-22

Land Use 934: Fast Food Restaurant with Drive-Through Window

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	61	-	-	-	2.70	-	-	Kimley-Horn & Associates
Tampa, FL	-	Mar-86	306	-	-	-	-	65.0	-	Kimley-Horn & Associates
Pinellas Co, FL	2.20	Aug-89	81	48	502.80	11a-2p	1.70	59.0	504.31	Tindale Oliver
Pinellas Co, FL	4.30	Oct-89	456	260	660.40	1 day	2.30	57.0	865.78	Tindale Oliver
Tarpon Springs, FL	-	Oct-89	233	114	-	7a-7p	3.60	49.0	-	Tindale Oliver
Marion Co, FL	1.60	Jun-91	60	32	962.50	48hrs.	0.91	53.3	466.84	Tindale Oliver
Marion Co, FL	4.00	Jun-91	75	46	625.00	48hrs.	1.54	61.3	590.01	Tindale Oliver
Collier Co, FL	-	Aug-91	66	44	-	-	1.91	66.7	-	Tindale Oliver
Collier Co, FL	-	Aug-91	118	40	-	-	1.17	33.9	-	Tindale Oliver
Hernando Co, FL	5.43	May-96	136	82	311.83	9a-6p	1.68	60.2	315.27	Tindale Oliver
Hernando Co, FL	3.13	May-96	168	82	547.34	9a-6p	1.59	48.8	425.04	Tindale Oliver
Orange Co, FL	8.93	1996	-	-	377.00	-	-	-	-	Orange County
Lake Co, FL	2.20	Apr-01	376	252	934.30	-	2.50	74.6	1742.47	Tindale Oliver
Lake Co, FL	3.20	Apr-01	171	182	654.90	-	-	47.8	-	Tindale Oliver
Lake Co, FL	3.80	Apr-01	188	137	353.70	-	3.30	70.8	826.38	Tindale Oliver
Pasco Co, FL	2.66	Apr-02	100	46	283.12	9a-6p	-	46.0	-	Tindale Oliver
Pasco Co, FL	2.96	Apr-02	486	164	515.32	9a-6p	2.72	33.7	472.92	Tindale Oliver
Pasco Co, FL	4.42	Apr-02	168	120	759.24	9a-6p	1.89	71.4	1024.99	Tindale Oliver
Total Size	48.8	18	4,463				**Average Trip Length:**	**2.11**		
ITE	213.0	71					**Weighted Average Trip Length:**	**2.05**		
Blended total	261.8						Weighted Percent New Trip Average:	57.9		
	34.0							Weighted Average Trip Generation Rate:		530.19
								ITE Average Trip Generation Rate:		467.48
								Blend of FL Studies and ITE Average Trip Generation Rate:		**479.17**

Table A-23

Land Use 942: Automobile Care Center

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	5.5	Sep-89	34	30	37.64	9a-5p	2.40	88.0	79.50	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	124	94	-	9a-5p	3.07	76.0	-	Tindale Oliver
Jacksonville, FL	2.3	2/3-4/90	110	74	-	9a-5p	2.96	67.0	-	Tindale Oliver
Jacksonville, FL	2.4	2/3-4/90	132	87	-	9a-5p	2.32	66.0	-	Tindale Oliver
Lakeland, FL	5.2	Mar-90	24	14	-	9a-4p	1.36	59.0	-	Tindale Oliver
Lakeland, FL	-	Mar-90	54	42	-	9a-4p	2.44	78.0	-	Tindale Oliver
Orange Co, FL	25.0	Nov-92	41	39	-	2-6p	4.60	-	-	LCE, Inc.
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	7.0	-	-	-	46.43	-	-	-	-	Orange County
Total Size	86.2	9	519				**Average Trip Length:**	**2.74**		
ITE	102.0	6					**Weighted Average Trip Length:**	**3.62**		
Blended total	188.2						Weighted Percent New Trip Average:	72.2		

Table A-24

Land Use 944: Gasoline/Service Station

Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	0.6	Nov-89	70	14	-	8am-5pm	1.90	23.0	-	Tindale Oliver
Collier Co, FL	-	Aug-91	168	40	-	-	1.01	23.8	-	Tindale Oliver
Total Size	0.6	1	238				**Average Trip Length:**	**1.46**		
ITE (vfp)	144.0	18					**Weighted Average Trip Length:**	**1.90**		
							Weighted Percent New Trip Average:	23.0		

Convenience Store/Gas Station (ITE LUC 945) - Mid-Size Blend

ITE	48	Conv. Store 2,000 to 3,999 sf:		265.12
ITE	5	Conv. Store 4,000 to 5,499 sf:		257.13
	53	**Blend of ITE Average Trip Generation Rates for Convenience Store/Gas Station 2,000 to 5,499 sf:**		**264.38**

Appendix B
Cost Component

Appendix B: Cost Component

This appendix presents the detailed calculations for the cost component of the multi-modal transportation impact fee update. Supporting data and estimates are provided for all cost variables, including:

- Design
- Right-of-Way
- Construction
- Construction Engineering & Inspection
- Roadway Capacity
- Transit Capital Costs

Urban-Design vs. Rural-Design

Due to limited construction data for roadways with rural-design (open drainage) characteristics, the cost per lane mile for these types of roads was calculated using an adjustment factor. This factor was based on the rural-to-urban (curb & gutter) cost ratio from the most recent District 7 Long Range Estimates (LRE) provided by FDOT[3]. As shown in **Table B-1**, the costs for rural-design roadway capacity expansion (new road construction or lane addition) are approximately **73 percent** of the construction costs for urban-design roadway improvements.

Table B-1

Urban/Rural-Design Cost Factor

Improvement	Construction Cost per Lane Mile		
	Open Drainage Rural Design	Curb & Gutter Urban Design	Ratio
0-2 Lanes	$4,811,069	$7,492,440	64%
0-4 Lanes	$3,925,297	$5,235,679	75%
0-6 Lanes	$3,340,793	$4,244,073	79%
2-4 Lanes	$5,660,879	$7,333,052	77%
4-6 Lanes	$5,909,730	$7,926,966	75%
Average	**$4,729,553**	**$6,446,442**	**73%**

Source: FDOT District 7 Long Range Estimates, 2023

[3] This data was not available for FDOT District 5

Design

City/County Roadways

The design cost factor for city/county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of design-to-construction cost ratios from local Volusia County improvements and from other jurisdictions throughout Florida. As shown in **Table B-2**, the design factors ranged from six (6) percent to 21 percent with a weighted average of eight (8) percent. As shown in **Table B-3**, the design factors for other jurisdictions ranged from six (6) percent to 14 percent with a weighted average of 11 percent. For purposes of this study, the design cost for city/county roads is estimated at **eight (8) percent** of the construction cost per lane mile.

Table B-2

Design Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	Design	Construction Cost	Design-to-Constr. Ratio
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	$305,755	$4,951,165	6%
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$1,072,620	$11,290,456	10%
Orange Camp Blvd	MLK Blvd	I-4	2020	$909,870	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$610,908	$9,456,399	6%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$339,889	$1,605,000	21%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$232,745	$7,000,000	3%
Total				**$3,471,787**	**$43,044,940**	**8%**

Source: Volusia County

Table B-3

Design Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		Design	Constr.	Design Ratio
2014	Indian River	$159,000	$1,598,000	10%
2015	Collier	$270,000	$2,700,000	10%
2015	Brevard	$242,000	$2,023,000	12%
2015	Sumter	$210,000	$2,100,000	10%
2015	Marion	$167,000	$2,668,000	6%
2015	Palm Beach	$224,000	$1,759,000	13%
2017	St. Lucie	$220,000	$2,200,000	10%
2017	Clay	$239,000	$2,385,000	10%
2019	Collier	$385,000	$3,500,000	11%
2019	Sumter	$315,000	$2,862,000	11%
2020	Indian River	$291,000	$2,647,000	11%
2020	Hillsborough	$484,000	$4,036,000	12%
2020	Hernando	$232,000	$2,108,000	11%
2021	Manatee	$308,000	$2,800,000	11%
2021	Flagler	$258,000	$2,582,000	10%
2022	Lake	$215,000	$2,145,000	10%
2022	Volusia	$188,000	$2,350,000	8%
2023	Manatee	$546,000	$3,900,000	14%
2023	Marion	$264,000	$2,400,000	11%
2023	Hendry	$220,000	$2,000,000	11%
Average		**$272,000**	**$2,538,000**	**11%**

Source: Each respective County

Right-of-Way

The ROW cost reflects the total cost of the acquisitions along a corridor that was necessary to have sufficient cross-section width to widen an existing road or, in the case of new road construction, build a new road.

City/County Roadways

For multi-modal fee purposes, the ROW cost for city/county roads is estimated as a percentage of the construction cost per lane mile. To determine the ROW cost factor, Benesch conducted a review of recent local ROW costs and ROW-to-construction cost ratios from other counties in Florida. As shown in **Table B-4**, the local ROW-to-construction cost ratios ranged from zero to 34 percent with a weighted average ratio of approximately 12 percent. As shown in **Table B-5**, the ROW-to-construction factor for other jurisdictions in Florida ranged from 10 percent to 60 percent with an average of 35 percent.

Based on a review of these data sets, ROW costs were estimated at approximately **20 percent** of the construction costs.

Table B-4

Right-of-Way Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	ROW	Construction Cost	ROW-to-Constr. Ratio
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	$0	$4,951,165	0%
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$667,985	$11,290,456	6%
Orange Camp Blvd	MLK Blvd	I-4	2020	$857,747	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$1,191,739	$9,456,399	13%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$550,000	$1,605,000	34%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$2,000,000	$7,000,000	29%
Total				**$5,267,471**	**$43,044,940**	**12%**

Source: Volusia County

Table B-5

Right-of-Way Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		ROW	Constr.	ROW Ratio
2014	Indian River	$656,000	$1,598,000	41%
2015	Collier	$863,000	$2,700,000	32%
2015	Brevard	$708,000	$2,023,000	35%
2015	Sumter	$945,000	$2,100,000	45%
2015	Marion	$1,001,000	$1,668,000	60%
2015	Palm Beach	$721,000	$1,759,000	41%
2017	St. Lucie	$990,000	$2,200,000	45%
2017	Clay	$954,000	$2,385,000	40%
2018	Collier	$1,208,000	$3,500,000	35%
2019	Sumter	$1,202,000	$2,862,000	42%
2020	Indian River	$529,000	$2,647,000	20%
2020	Hillsborough	$1,448,000	$2,897,000	50%
2020	Hernando	$844,000	$2,108,000	40%
2021	Manatee	$1,120,000	$2,800,000	40%
2021	Flagler	$258,000	$2,582,000	10%
2022	Lake	$1,073,000	$2,145,000	50%
2022	Volusia	$470,000	$2,350,000	20%
2023	Manatee	$741,000	$3,900,000	19%
2023	Marion	$840,000	$2,400,000	35%
2023	Hendry	$400,000	$2,000,000	20%
Average		**$849,000**	**$2,431,000**	**35%**

Source: Each respective County

Construction

City/County Roadways

A review of construction cost data for local city/county roadway capacity expansion projects included eight (8) recent improvements identified in Volusia County, as shown in **Table B-6**. The cost of improvements ranged from $2.0 million per lane mile to $6.7 million per lane mile with a weighted average construction cost of approximately $2.7 million per lane mile.

In addition to local data, a review of recently bid projects (from 2014 to 2023) throughout the state of Florida was conducted. As shown in **Table B-7**, a total of 48 projects from 16 different counties (including Volusia) were identified with a weighted average cost of approximately $3.55 million per lane mile (all improvements have urban-design characteristics). From this dataset, the counties that are more suburban/rural in nature (similar to Volusia County) were separated. This subset of suburban/rural counties had a weighted average construction cost of $3.1 million per lane mile (including Volusia County).

Construction Indexing Analysis

In addition to the review of local and statewide roadway construction improvements, several cost indices were reviewed, including:

- Producer Price Index (PPI) for Highway & Street Construction
- FDOT District 7 Long Range Estimates (LRE)
- National Highway Construction Cost Index

This review focused on the construction cost increases over the last four years (2020 to 2023), where many jurisdictions in Florida experienced a significant increase in roadway construction costs. These indices ranged from a 41 percent increase to a 80 percent increase, with an average of approximately **59 percent**. A conservative approach was taken when estimating costs for the multi-modal transportation impact fee calculation, considering a longer timeframe and not just the recent run-up.

Based on this review, the construction cost for city/county roads (urban design; curb & gutter) was estimated at **$3.1 million** per lane mile for use in the multi-modal transportation impact fee calculation.

Table B-6

Construction Cost – County Roadway Improvements in Volusia County

Description	From	To	Year	Feature	Length	Lanes Added	Lane Miles Added	Construction Cost	Constr. Cost per Lane Mile
Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	2.08	2	4.16	$11,110,480	$2,671,000
LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	0.68	2	1.36	$3,758,279	$2,763,000
Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	2R to 4U	0.93	2	1.86	$4,951,165	$2,662,000
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	2R to 4U	2.38	2	4.76	$11,290,456	$2,372,000
Orange Camp Blvd	MLK Blvd	I-4	2020	2R to 4U	2.23	2	4.46	$8,741,920	$1,960,000
10th St	Myrtle Ave	US-1	2020	2R to 4U	0.47	2/4	1.42	$9,456,399	$6,659,000
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	0 to 2	0.35	2	0.70	$1,605,000	$2,293,000
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	2 to 4	1.39	2	2.78	$7,000,000	$2,518,000
Total							**21.50**	**$57,913,699**	**$2,694,000**

Source: Volusia County

Table B-7

Construction Cost for County Roads – Volusia County and Other Florida Counties

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
URBAN Counties; Curb & Gutter													
Orange	Urban	5	CR 535 Seg. F	Overstreet Rd	Fossick Rd	2014	2 to 4	Curb & Gutter	0.60	2	1.20	$3,263,746	$2,719,788
Hillsborough	Urban	7	Boyette Rd, Ph. III	Donneymoor Dr	Bell Shoals Rd	2014	2 to 4	Curb & Gutter	1.84	2	3.68	$25,720,068	$6,989,149
Orange	Urban	5	International Dr	Westwood Blvd	Westwood Blvd	2015	4 to 6	Curb & Gutter	2.20	2	4.40	$16,775,875	$3,812,699
Orange	Urban	5	Reams Rd	Delmar Ave	Taborfield Ave	2017	2 to 4	Curb & Gutter	0.36	2	0.72	$3,409,584	$4,735,533
Orange	Urban	5	Destination Pkwy 1B/2A	Tradeshow Blvd	Lake Cay	2017	2 to 4	Curb & Gutter	0.78	2	1.56	$6,110,403	$3,916,925
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. A	Bearss Ave	Palm Springs Blvd	2017	4 to 8	Curb & Gutter	3.56	4	14.24	$37,155,153	$2,609,210
Hillsborough	Urban	7	Bruce B. Downs Blvd, Seg. D	Pebble Creek Dr	Pasco Co. Line	2018	4 to 8	Curb & Gutter	1.36	4	5.44	$17,755,778	$3,263,930
Hillsborough	Urban	7	CR 580 (Sam Allen Rd)	SR 39A (Paul Buchman Hwy)	Park Rd	2018	2 to 4	Curb & Gutter	2.00	2	4.00	$23,200,000	$5,800,000
Palm Beach	Urban	4	Roebuck Rd	Jog Rd	Haverhill Rd	2018	2 to 5	Curb & Gutter	1.03	3	3.10	$5,154,028	$1,662,590
Palm Beach	Urban	4	Lyons Rd	Clint Moore Rd	N of LWDD L-39 Canal	2018	2 to 4	Curb & Gutter	0.70	2	1.40	$3,163,022	$2,259,301
Orange	Urban	5	Holden Ave	John Young Pkwy	Orange Blossom Tr	2019	0/2 to 4	Curb & Gutter	1.24	2/4	3.50	$18,798,771	$5,371,077
Orange	Urban	5	Boggy Creek Rd N	South Access Rd	Wetherbee Rd	2019	2 to 4	Curb & Gutter	1.29	2	2.58	$8,585,774	$3,327,819
Palm Beach	Urban	4	Hood Rd	E. of FL Turnpike	W. of Central Blvd	2019	2 to 4	Curb & Gutter	0.95	2	1.90	$12,686,954	$6,677,344
Palm Beach	Urban	4	Silver Beach Rd	E. of Congress Ave	Old Dixie/Pre. Barack Obama Hwy	2019	2 to 3	Curb & Gutter	0.90	1	0.90	$4,478,355	$4,975,950
Hillsborough	Urban	7	19th Ave NE	US 41	US 301	2019	2 to 4	Curb & Gutter	6.08	2	12.16	$67,919,173	$5,585,458
Hillsborough	Urban	7	Big Bend Rd	US 41/Simmons Loop	Covington Gardens Dr/US Hwy 301	2019	4 to 6	Curb & Gutter	1.75	2	3.50	$48,417,488	$13,833,568
Total (2014-2023); Urban Counties ONLY									**Count:**	**16**	**64.28**	**$302,594,172**	**$4,707,000**
SUBURBAN/RURAL Counties; Curb & Gutter													
Collier	Suburban/Rural	1	Golden Gate Blvd	Wilson Blvd	Desoto Blvd	2014	2 to 4	Curb & Gutter	2.40	2	4.80	$16,003,504	$3,334,063
Brevard	Suburban/Rural	5	St. Johns Heritage Pkwy	SE of I-95 Intersection	US 192 (Space Coast Pkwy)	2014	0 to 2	Curb & Gutter	3.11	2	6.22	$16,763,567	$2,695,107
Sarasota	Suburban/Rural	1	Bee Ridge Rd	Mauna Loa Blvd	Iona Rd	2014	2 to 4	Curb & Gutter	2.68	2	5.36	$14,066,523	$2,624,351
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	Selvitz Rd	25th St	2014	2 to 4	Curb & Gutter	1.00	2	2.00	$15,359,926	$7,679,963
Lake	Suburban/Rural	5	N. Hancock Rd Ext.	Old 50	Gatewood Dr	2014	0/2 to 4	Curb & Gutter	1.50	2/4	5.00	$8,185,574	$1,637,115
Polk	Suburban/Rural	1	CR 655 & CR 559A	Pace Rd & N of CR 559A	N. of CR 559A & SR 599	2014	2 to 4	Curb & Gutter	2.60	2	5.20	$10,793,552	$2,075,683
Volusia	Suburban/Rural	5	Howland Blvd	Courtland Blvd	N. of SR 415	2014	2 to 4	Curb & Gutter	2.08	2	4.16	$11,110,480	$2,670,788
Polk	Suburban/Rural	1	Ernie Caldwell Blvd	Pine Tree Tr	US 17/92	2015	0 to 4	Curb & Gutter	2.41	4	9.64	$19,535,391	$2,026,493
Flagler	Suburban/Rural	5	Old Kings Rd Ext.	Forest Grove Dr	Matanzas Woods Pkwy	2015	0 to 4	Curb & Gutter	0.52	4	2.08	$4,831,579	$2,322,875
Manatee	Suburban/Rural	1	44th Ave E	15th St E	19th St Ct E	2015	2 to 4	Curb & Gutter	0.45	2	0.90	$5,454,438	$6,060,487

Table B-7 (continued)

Construction Cost for County Roads – Volusia County and Other Florida Counties

County	County Classification	District	Description	From	To	Year	Feature	Design	Length	Lanes Added	Lane Miles Added	Construction Cost	Construction Cost per Lane Mile
SUBURBAN/RURAL Counties; Curb & Gutter													
Hendry	Suburban/Rural	1	Helms Rd Ext.	SR 29	SR 80	2015	0 to 4	Curb & Gutter	2.60	4	10.40	$14,678,000	$1,411,346
Volusia	Suburban/Rural	5	LPGA Blvd	Jimmy Ann Dr/Grand Reserve	Derbyshire Rd	2016	2 to 4	Curb & Gutter	0.68	2	1.36	$3,758,279	$2,763,440
St. Lucie	Suburban/Rural	4	W Midway Rd (CR 712)	25th St	US 1	2016	2 to 4	Curb & Gutter	1.60	2	3.20	$31,483,319	$9,838,537
Lake	Suburban/Rural	5	CR 466A, Ph. I	US 27/441	Sunny Ct	2016	2 to 4	Curb & Gutter	0.44	2	0.88	$3,237,561	$3,679,047
Manatee	Suburban/Rural	1	44th Ave E	19th St Ct E	30th St E	2016	0 to 4	Curb & Gutter	0.90	4	3.60	$11,763,178	$3,267,549
Lake	Suburban/Rural	5	CR 466A, Ph. IIIA	Poinsettia Ave	Century Ave	2018	2 to 4	Curb & Gutter	0.42	2	0.84	$3,368,889	$4,010,582
Volusia	Suburban/Rural	5	Williamson Blvd	LPGA Blvd	Strickland Range Rd	2019	2 to 4	Curb & Gutter	0.93	2	1.86	$4,951,165	$2,661,917
Lake	Suburban/Rural	5	North Hancock Rd	CR 561A	Minneola Interchange	2018	0 to 2	Curb & Gutter	1.20	2	2.40	$2,902,256	$1,209,273
Lee	Suburban/Rural	1	Alico Rd	Ben Hill Griffin Pkwy	E. of Airport Haul Rd	2018	2 to 4	Curb & Gutter	1.78	2	3.56	$18,062,562	$5,073,753
Lee	Suburban/Rural	1	Homestead Rd	S. of Sunrise Blvd	N. of Alabama Rd	2018	2 to 4	Curb & Gutter	2.25	2	4.50	$14,041,919	$3,120,426
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. I	W. of Grassy Lake Rd	Hancock Rd	2019	0 to 4	Curb & Gutter	0.87	4	3.48	$5,751,614	$1,652,763
Lake	Suburban/Rural	5	Education Ave	Grassy Lake Rd	US 27	2019	0 to 2	Curb & Gutter	1.22	2	2.44	$3,324,769	$1,362,610
Hernando	Suburban/Rural	7	Cortez Blvd Frontage Rd @ I-75			2020	0 to 2	Curb & Gutter	0.62	2	1.24	$2,064,688	$1,665,071
Volusia	Suburban/Rural	5	Howland Blvd	Providence Blvd	Elkcam Blvd	2020	2 to 4	Curb & Gutter	2.38	2	4.76	$11,290,456	$2,371,945
Volusia	Suburban/Rural	5	Orange Camp Rd	MLK Blvd	I-4	2020	2 to 4	Curb & Gutter	2.23	2	4.46	$8,741,920	$1,960,072
Volusia	Suburban/Rural	5	10th St	Myrtle Ave	US-1	2020	0/2 to 4	Curb & Gutter	0.47	2/4	1.42	$9,456,399	$6,659,436
Lake	Suburban/Rural	5	Citrus Grove Rd, Ph. III	US 27	Scrub Jay Ln	2020	2 to 4	Curb & Gutter	0.81	2	1.62	$6,434,819	$3,972,110
Marion	Suburban/Rural	5	FL Crossroads Commerce Park Rd	South Terminus	Hwy 484	2020	0 to 2	Curb & Gutter	1.10	2	2.20	$3,229,878	$1,468,126
Marion	Suburban/Rural	5	CR 484	Marion Oaks Pass	Marion Oaks Course	2020	2 to 4	Curb & Gutter	1.50	2	3.00	$6,348,828	$2,116,276
Manatee	Suburban/Rural	1	Ft Hamer Rd	US 301	69th St E	2021	0 to 4	Curb & Gutter	0.75	4	3.00	$11,637,711	$3,879,237
Manatee	Suburban/Rural	1	44th Ave E	44th Ave Plaza E	Lakewood Ranch Blvd	2023	0 to 4	Curb & Gutter	2.50	4	10.00	$29,809,786	$2,980,979
Manatee	Suburban/Rural	1	Moccasin Wallow Rd	W of 115th Ave E	US 301	2023	2 to 4	Curb & Gutter	1.30	2	2.60	$16,647,973	$6,403,067
Total (2014-2023); Suburban/Rural Counties ONLY									**Count:**	**32**	**118.18**	**$345,090,503**	**$2,920,000**
Total (2020-2023); Suburban/Rural Counties ONLY									**Count:**	**10**	**34.30**	**$105,662,458**	**$3,081,000**
URBAN & SUBURBAN/RURAL Counties; Curb & Gutter													
Total (2014-2023); Urban & Suburban/Rural Counties									**Count:**	**48**	**182.46**	**$647,684,675**	**$3,550,000**

Source: Data obtained from each respective county (Building and Public Works Departments)

Construction Engineering/Inspection

City/County Roadways

The CEI cost factor for city/county roads is estimated as a percentage of the construction cost per lane mile. This factor is determined based on a review of CEI-to-construction cost ratios from local Volusia County improvements and from other jurisdictions throughout Florida. As shown in **Table B-8**, the CEI factors ranged from nine (9) percent to 15 percent with a weighted average of 11 percent. As shown in **Table B-9**, the CEI factors from other jurisdictions ranged from three (3) percent to 17 percent with a weighted average of nine (9) percent. For purposes of this study, the CEI cost for city/county roads is estimated at **11 percent** of the construction cost per lane mile.

Table B-8

CEI Cost Factor for City/County Roads – Volusia County

Description	From	To	Year	CEI	Construction Cost	CEI-to-Constr. Ratio
Howland Blvd	Providence Blvd	Elkcam Blvd	2020	$1,008,912	$11,290,456	9%
Orange Camp Blvd	MLK Blvd	I-4	2020	$883,671	$8,741,920	10%
10th St	Myrtle Ave	US-1	2020	$996,000	$9,456,399	11%
Blue Lake Ave Ext.	Blue Lake Ave	SR 472	2024	$240,750	$1,605,000	15%
Williamson Blvd	Strickland Range Rd	Hand Ave	2024	$910,000	$7,000,000	13%
Total				**$4,039,333**	**$38,093,775**	**11%**

Source: Volusia County

Table B-9

CEI Cost Factor for City/County Roads – Other Florida Jurisdictions

Year	County	County Roadways (Cost per Lane Mile)		
		CEI	Constr.	CEI Ratio
2014	Indian River	$143,000	$1,598,000	9%
2015	Collier	$270,000	$2,700,000	10%
2015	Brevard	$344,000	$2,023,000	17%
2015	Sumter	$147,000	$2,100,000	7%
2015	Marion	$50,000	$1,668,000	3%
2015	Palm Beach	$108,000	$1,759,000	6%
2017	St. Lucie	$198,000	$2,200,000	9%
2017	Clay	$191,000	$2,385,000	8%
2019	Collier	$315,000	$3,500,000	9%
2019	Sumter	$258,000	$2,862,000	9%
2020	Indian River	$238,000	$2,647,000	9%
2020	Hillsborough	$363,000	$4,036,000	9%
2020	Hernando	$189,000	$2,108,000	9%
2021	Manatee	$252,000	$2,800,000	9%
2021	Flagler	$232,000	$2,582,000	9%
2022	Lake	$172,000	$2,145,000	8%
2022	Volusia	$259,000	$2,350,000	11%
2023	Manatee	$429,000	$3,900,000	11%
2023	Marion	$216,000	$2,400,000	9%
2023	Hendry	$180,000	$2,000,000	9%
Average		**$228,000**	**$2,488,000**	**9%**

Source: Each respective County

Roadway Capacity

As shown in **Table B-10**, the average capacity per lane mile is based on the projects in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan's cost feasible improvements. This listing of projects reflects the mix of improvements that will yield the vehicle-miles of capacity (VMC) that will be built in Volusia County. The resulting weighted average capacity per lane mile of approximately **10,100** was used in the multi-modal transportation impact fee calculation.

Table B-10

Connect 2045 River-to-Sea TPO's Long Range Transportation Plan; Cost Feasible Plan

Maint. Agency	On	From	To	Improvement	Length	Lanes Added	Lane Miles Added	Section Design	Initial Capacity	Future Capacity	Added Capacity	Vehicle Miles of Capacity Added
Local Roadway Projects												
County	LPGA Blvd	Tymber Creek Rd	I-95	2 to 4	1.00	2	2.00	OD	15,930	35,820	19,890	19,890
County	Tymber Creek Rd	S. of SR 40	LPGA Blvd	0 to 2	2.15	2	4.30	OD	0	25,410	25,410	54,632
County	Hand Ave	Williamson Blvd	SR 5A/Nova Rd	2 to 4	2.25	2	4.50	C&G	15,930	35,820	19,890	44,753
County	Williamson Blvd	Madeline Ave	SR 400 (Beville Rd)	2 to 4	1.50	2	3.00	OD	15,930	35,820	19,890	29,835
County	Dunn Ave	Williamson Blvd	Bill France Blvd	2 to 4	1.00	2	2.00	C&G	15,930	35,820	19,890	19,890
County	Dunn Ave	Bill France Blvd	Clyde Morris Blvd	2 to 4	0.85	2	1.70	C&G	14,060	30,780	16,720	14,212
County	Tymber Creek Rd	Peruvian Ln	Airport Rd	2 to 4	0.68	2	1.36	C&G	15,930	35,820	19,890	13,525
County	LPGA Blvd	US 92	Tymber Creek Rd	2 to 4	4.40	2	8.80	OD	15,930	35,820	19,890	87,516
County	Taylor Branch Rd	SR 421/Dunlawton Ave	Clyde Morris Blvd	2 to 4	0.55	2	1.10	C&G	13,320	29,160	15,840	8,712
County	Tomoka Farms Rd	I-4 Overpass	US 92/ISB	2 to 4	1.00	2	2.00	C&G	18,150	49,650	31,500	31,500
County	Josephine St/10th St	Old Mission	Tatum St	2 to 4	0.30	2	0.60	C&G	12,390	27,860	15,470	4,641
County	Sugar Mill Rd	SR 44	Pioneer Tr	2 to 4	1.30	2	2.60	C&G	12,390	27,860	15,470	20,111
County	W. Volusia Beltway	SR 472	Graves Ave	0 to 4	0.80	2	1.60	OD	0	35,820	35,820	28,656
County	W. Volusia Beltway	Rhode Island Ave	Harley Strickland Blvd	2 to 4	1.22	2	2.44	OD	15,930	35,820	19,890	24,266
County	W. Volusia Beltway	Graves Ave	Rhode Island Ave	2 to 4	1.50	2	3.00	OD	15,930	35,820	19,890	29,835
County	Doyle Rd	Providence Blvd	Saxon Blvd	2 to 4	2.70	2	5.40	C&G	15,930	35,820	19,890	53,703
County	Doyle Rd	Saxon Blvd	Courtland Blvd	2 to 4	2.55	2	5.10	C&G	15,930	35,820	19,890	50,720
County	Beresford Ave Ext.	Blue Lake Ave	SR 44	0 to 2	1.55	2	3.10	OD	0	12,390	12,390	19,205
County	W. Volusia Beltway	US 92	SR 44	2 to 4	2.60	2	5.20	C&G	15,930	35,820	19,890	51,714
County	W. Volusia Beltway	SR 44	Beresford Ave Ext.	2 to 4	0.75	2	1.50	OD	15,930	35,820	19,890	14,918
County	W. Volusia Beltway	Beresford Ave Ext.	Taylor Rd	2 to 4	1.10	2	2.20	OD	15,930	35,820	19,890	21,879
County	W. Volusia Beltway	Taylor Rd	Orange Camp Rd	2 to 4	1.00	2	2.00	OD	15,930	35,820	19,890	19,890
County	W. Volusia Beltway	Orange Camp Rd	SR 472	2 to 4	1.60	2	3.20	OD	15,930	35,820	19,890	31,824
Total							**68.70**					**695,827**
Total (VMC Added per Lane Mile)[1]												**10,100**
County Rds (Curb & Gutter)							**31.56**	**46%**	**(a)**			
County Rds (Open Drainage)							**37.14**	**54%**	**(b)**			
New Road Construction							**9.00**	**13%**	**(c)**			
Lane Addition Improvements							**59.70**	**87%**	**(d)**			

1) Total VMC Added divided by total Lane Miles Added

Source: Connect 2045 River-to-Sea Transportation Planning Organization's Long Range Transportation Plan

Transit Capital Costs

In the case of multi-modal fees, the marginal cost of adding transit infrastructure needs to be considered. This section details the difference in cost per person-mile of capacity between expanding a roadway without transit amenities versus with transit amenities. This calculation also accounts for the change in roadway PMC that occurs when a bus is on the road.

First, **Table B-11** calculates the person-miles of capacity added for each new transit vehicle on the road. This calculation adjusts for the fact that buses have a significantly higher person-capacity than passenger vehicles. This table also identifies transit capital cost variables that will be used to calculate the added capital cost of constructing/expanding a roadway with transit facilities.

Next, **Table B-12** combines the roadway VMC and the transit PMC to calculate the marginal change in cost per PMC. First, the roadway characteristics, including cost and capacity, were used to calculate the roadway cost per VMC for a generic 24-mile roadway segment. Then, an adjustment factor was applied to recognize that incorporating transit along a segment of roadway decreases the vehicle-capacity as the bus makes intermittent stops and interrupts the free-flowing traffic. As shown in Table B-12, the bus blockage adjustment factor is much higher for a 2-lane roadway than for a 4-lane roadway. On a 2-lane road, all cars get caught behind the bus during a stop, while on a 4-lane roadway, there is an unobstructed travel lane that cars can use to pass-by or maneuver around the slower transit vehicle. This adjusted VMC was then converted to PMC using the vehicle-miles to person-miles adjustment factor previously discussed in this report. The additional person-capacity from the buses was added to the adjusted roadway PMC. The person-miles of capacity that a transit system would add to the stretch of roadway (Table B-11) mitigates the decrease in vehicle-miles of capacity due to the bus blockage adjustments.

Next, the capital cost of transit infrastructure was added to the capital cost of the roadway expansion for both new road construction (0 to 2 lanes) and lane addition (2 to 4 lanes). With the transit infrastructure included, the updated cost per PMC was calculated, which now reflects the total cost of building a new road with transit or expanding a roadway and adding transit amenities. When compared to the cost per PMC for simply building/expanding a roadway without transit, the added cost of transit is between three (3) percent and five (5) percent.

As a final step, the increased costs were then weighted by the lane mile distribution of new road construction and lane addition improvements in the River-to-Sea TPO's Connect 2045 Long Range Transportation Plan. As shown, the Plan calls for almost all future improvements to be lane additions. When the marginal cost of transit is included and weighted by this ratio, the resulting percent change is approximately **3.51 percent**. This slight adjustment factor is applied to the calculated cost per PMC for use in the multi-modal transportation impact fee calculation.

As it is currently structured, the transit model detailed in Tables B-11 and B-12 assumes that transit-miles and road-miles will be added to the system at the same rate. If, in the future, more transit-miles are added, this will increase the bus traffic on existing roads, adding more stops, higher stop frequency, and creating additional bus blockage. As a result, the capital cost per person-mile for a roadway with transit would increase in relation to the ratio of added transit-miles vs. roadway-miles. For example, if the transit-mile investment was double that of roadway construction/expansion, the 3.51 percent change calculated in Table B-12 would increase to 7.02 percent. The annual construction figures for transit-miles and road-miles should be tracked by the City and adjusted for in subsequent multi-modal transportation impact fee update studies.

Table B-11

Multi-Modal Fee: Cost per Person-Mile of Capacity

Input	Local Transit	
Transit Person-Miles of Capacity Calculation		**Source:**
Vehicle Capacity[1]	45	1) Source: Local transit is assumed to have 32 seats with a 40 percent standing room capacity equivalent
Number of Vehicles (20% fleet margin)[2]	2	2) Cycle time (Item 9) divided by headway time (Item 6) increased by 20 percent to accommodate the required fleet margin
Service Span (hours)[3]	13	3) Source: Assumption based on current Votran routes
Cycles/Hour (aka Peak Vehicles)[4]	1.00	4) Headway time (Item 6) divided by 60
Cycles per Day[5]	13	5) Service span (Item 3) multiplied by the cycles/hour (Item 4)
Headway Time (minutes)[6]	60	6) Source: Assumption based on current Votran routes
Speed (mph)[7]	15	7) Source: Urban Integrated National Transit Database (Urban iNTD). 6-yr average
Round Trip Length (miles)[8]	24.00	8) Source: Average trip length of current Votran routes
Cycle Time (minutes)[9]	96	9) Round trip length (Item 8) divided by speed (Item 7) multiplied by 60
Total Person-Miles of Capacity[10]	14,040	10) Vehicle capacity (Item 1) multiplied by the cycles per day (Item 5) multiplied by the round trip length (Item 8)
Load Factor/System Capacity[11]	30%	11) Source: Optimistic assumption based on future goals
Adjusted Person-Miles of Capacity[12]	**4,212**	12) Total person-miles of capacity (Item 10) multiplied by the load factor (Item 11)
Capital Cost Variables		
Stops per Mile (w/o Shelter)[13]	3	13) Source: Model assumes 3 bench stops per mile
Shelters per Mile[14]	1	14) Source: Model assumes 1 shelter stop per mile
Vehicle Cost[15]	$533,000	15) Source:2022-2031 Votran TDP; Avg of Diesel ($500,000) and Hybrid ($565,000)
Simple Bus Stop[16]	$12,000	16) Source: Assumption based on local characteristics and industry knowledge
Sheltered Bus Stop[17]	$25,000	17) Source: Assumption based on local characteristics and industry knowledge

Table B-12

Multi-Modal Fee: Transit Component Model

Item	New Road Construction		Lane Addtions		
	Roadway	Transit	Roadway	Transit	
Roadway Characteristics:					**Source:**
Roadway Cost per Mile[(1)]	$7,362,000		$7,362,000		1) Source: Table 1, adjusted to cost "per mile"
Roadway Segment Length (miles)[(2)]	24.00		24.00		2) Source: Average length of Votran route
Roadway Segment Cost[(3)]	$176,688,000	**PMC**	$176,688,000	**PMC**	3) Roadway cost per mile (Item 1) multiplied by the roadway segment length (Item 2)
Average Capacity Added (per mile)[(4)]	20,200	29,088	20,200	29,088	4) Source: Table 2, adjusted to capacity "per mile"
VMC/PMC Added (entire segment)[(5)]	484,800	698,112	484,800	698,112	5) Roadway segment length (Item 2) multiplied by the average capacity added (Item 4) for both VMC and PMC
Roadway Cost per VMC/PMC[(6)]	$364.46	**$253.09**	$364.46	**$253.09**	6) Roadway segment cost (Item 3) divided by the VMC/PMC added (Item 5) individually (adjusted slightly for rounding)
Transit Capacity:					
Adjustment for Bus Blockage[(7)]	3.2%	-	1.6%	-	7) Source: 2010 Highway Capacity Manual, Equation 18-9
VMC/PMC Added (transit deduction)[(8)]	15,514	22,340	7,757	11,170	8) VMC added (Item 5) multiplied by the adjustment for bus blockage (Item 7). For PMC, multiply the VMC by 1.44 persons per vehicle
VMC/PMC Added (less transit deduction)[(9)]	469,286	675,772	477,043	686,942	9) VMC/PMC added (entire segment) (Item 5) less the VMC/PMC added (transit deduction) (Item 8) for VMC and PMC individually
PMC Added (transit addition ONLY)[(10)]		4,212		4,212	10) Source: Table B-11, Adjusted Person-Miles of Capacity (Item 12)
Net PMC Added (transit effect included)[(11)]		679,984		691,154	11) PMC added (less transit deduction) (Item 9) plus the PMC added (transit addition ONLY) (Item 10)
Road/Transit Cost per PMC (Road Capital)[(12)]		$259.84		$255.64	12) Road segment cost (Item 3) divided by the net PMC added (transit effect included) (Item 11)
Transit Infrastructure:					
Buses Needed[(13)]	2	$1,066,000	2	$1,066,000	13) Number of vehicles (see Table B-11, Item 2) multiplied by the vehicle cost (see Table B-11, Item 15)
Stops per mile (both sides of street)[(14)]	3	$1,728,000	3	$1,728,000	14) Stops per mile (3) multiplied by the roadway segment length (Item 2) multiplied by the cost per stop (Table B-11, Item 16)
Shelters per mile (both sides of street)[(15)]	1	$1,200,000	1	$1,200,000	15) Shelters per mile (1) multiplied by the roadway segment length (Item 2) multiplied by the cost per shelter (Table B-11, Item 17)
Total infrastructure[(16)]		$3,994,000		$3,994,000	16) Sum of buses needed (Item 13), stops needed (Item 14), and shelters needed (Item 15)
Multi-Modal Cost per PMC:					
Road/Transit Cost per PMC[(17)]		**$265.72**		**$261.42**	17) Sum of the roadway segment cost (Item 3) and the total transit infrastructure cost (Item 16) divided by the net PMC added (Item 11)
Percent Change[(18)]		**4.99%**		**3.29%**	18) Percent difference between the road/transit cost per PMC (Item 17) and the Roadway cost per PMC (Item 6)
Weighted Multi-Modal Cost per PMC:					
Lane Mile Distribution[(19)]		13%		87%	19) Source: Table B-10, Items (c) and (d). Lane mile distribution of new road construction versus lane addition
Weighted Roadway Cost per PMC[(20)]		$32.90		$220.19	20) Roadway cost per PMC (Item 6) multiplied by the lane mile distribution (Item 19)
Weighted Road/Transit Cost per PMC[(21)]		$34.54		$227.44	21) Road/Transit cost per PMC (Item 17) multiplied by the lane mile distribution (Item 19)
Weighted Average Multi-Modal Cost per PMC:					
Weighted Average Roadway Cost per PMC (new road construction and lane additions)[(22)]				$253.09	22) Sum of the weighted roadway cost per PMC (Item 20) for new road construction and lane additions
Weighted Average Road/Transit Cost per PMC (new road construction and lane additions)[(23)]				$261.98	23) Sum of the weighted road/transit cost per PMC (Item 21) for new road construction and lane additions
Percent Change[(24)]				**3.51%**	24) Percent difference between the weighted average road/transit cost per PMC (Item 23) and the weighted average roadway cost per PMC (Item 22)

Appendix C
Credit Component

Appendix C: Credit Component

This appendix presents the detailed calculations for the credit component. Local fuel taxes that are collected in the City of New Smyrna Beach/Volusia County are listed below, along with a few pertinent characteristics of each.

1. Constitutional Fuel Tax (2¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county. Collected in accordance with Article XII, Section 9 (c) of the Florida Constitution.
- The State allocated 80 percent of this tax to Counties after first withholding amounts pledged for debt service on bonds issued pursuant to provisions of the State Constitution for road and bridge purposes.
- The 20 percent surplus can be used to support the road construction program within the county.
- Counties are not required to share the proceeds of this tax with their municipalities.

2. County Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Primary purpose of these funds is to help reduce a County's reliance on ad valorem taxes.
- Proceeds are to be used for transportation-related expenses, including the reduction of bond indebtedness incurred for transportation purposes. Authorized uses include acquisition of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of transportation facilities, roads, bridges, bicycle paths, and pedestrian pathways; or the reduction of bond indebtedness incurred for transportation purposes.
- Counties are not required to share the proceeds of this tax with their municipalities.

3. Municipal Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor fuel sold within a county.
- Primary purpose of the municipal revenue sharing program is to ensure a minimum level of parity across units of local government.
- Proceeds may be used to fund purchase of transportation facilities and road and street rights-of-way; construction, reconstruction, and maintenance of roads, streets, bicycle paths, and pedestrian pathways; adjustments of city-owned utilities as required by road and street construction; and construction, reconstruction, transportation-related public safety activities, maintenance, and operation of transportation facilities.

4. Ninth-Cent Fuel Tax (1¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, this tax is automatically levied on diesel fuel in every county, regardless of whether a County is levying the tax on motor fuel at all.
- Counties are not required to share the proceeds of this tax with their municipalities.

5. 1st Local Option Tax (up to 6¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures.
- To accommodate statewide equalization, all six cents are automatically levied on diesel fuel in every county, regardless of whether a county is levying the tax on motor fuel at all or at the maximum rate.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution ratio, or by using a formula contained in the Florida Statutes.
- Volusia County has adopted all six pennies of this local option tax.

6. 2nd Local Option Tax (up to 5¢/gallon)

- Tax applies to every net gallon of motor and diesel fuel sold within a county.
- Proceeds may be used to fund transportation expenditures needed to meet requirements of the capital improvements element of an adopted Local Government Comprehensive Plan.
- Proceeds are distributed to a county and its municipalities according to a mutually agreed upon distribution scheme, or by using a formula contained in the Florida Statutes.
- Volusia County has adopted all five pennies of this local option tax.

Each year, the Florida Legislature's Office of Economic and Demographic Research (EDR) produces the *Local Government Financial Information Handbook*, which details the estimated local government revenues for the upcoming fiscal year. Included in this document are the estimated distributions of the various fuel tax revenues for each county in the state. The 2023-24 data represent projected fuel tax distributions to Volusia County and its municipalities for the current fiscal year. Table E-1 shows the distribution per penny for each of the fuel levies, and then the calculation of the weighted average for the value of a penny of fuel tax. The weighting procedure takes into account the differing amount of revenues generated for the various types of fuel taxes. It is estimated that approximately $2.51 million of annual revenue will be generated for the County from one penny of fuel tax in Volusia County. For use in the multi-modal fee

calculation, the fuel tax revenue data is used to calculate the value per penny (per gallon of fuel) that is used to estimate the "equivalent pennies" of other revenue sources used to fund transportation.

Revenues from other sources, such as infrastructure sales tax, grants, etc. are converted to gas tax equivalent using this dollar value as a conversion factor. This conversion is needed to be able to relate associate funding to travel by each land use.

Table C-1
Estimated Fuel Tax Distribution Allocated to Capital Programs for Volusia County & Municipalities, FY 2023-24[1]

Tax	Amount of Levy per Gallon	Total Distribution	Distribution per Penny
Constitutional Fuel Tax	$0.02	$5,429,886	$2,714,943
County Fuel Tax	$0.01	$2,401,138	$2,401,138
Municipal Fuel Tax	$0.01	$3,883,333	$3,883,333
9th Cent Fuel Tax	$0.01	$2,679,671	$2,679,671
1st Local Option (1-6 cents)	$0.06	$14,953,188	$2,492,198
2nd Local Option (1-5 cents)	$0.05	$10,818,067	$2,163,613
Total	**$0.16**	**$40,165,283**	
Weighted Average per Penny[2]			**$2,510,330**

1) Source: Florida Legislature's Office of Economic and Demographic Research, http://edr.state.fl.us/content/local-government/reports/ --
2) The weighted average distribution per penny is calculated by taking the sum of the total distribution and dividing that value by the sum of the total levies per gallon (multiplied by 100)

Capital Expansion Credit

A revenue credit for the annual expenditures on roadway capacity-expansion projects in the City of New Smyrna Beach and Volusia County is presented below. The components of the credit are as follows:

- City capital project funding
- County capital project funding
- State capital project funding

The annual expenditures from each revenue source are converted to equivalent fuel tax pennies to be able to create a connection between travel by each land use and non-impact fee revenue contributions for all revenue sources.

City Capital Project Funding

A review of recent and planned capacity expansion improvements in the City of New Smyrna Beach identified transportation improvements on Washington Street funded with non-impact fee revenues. **Table C-2** summarizes the projected cost of this improvement. As shown, a total capital improvement credit of 0.1 pennies was given for expansion projects in the City of New Smyrna Beach funded with non-impact fee revenues.

Table C-2
City Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[2]	Equivalent Pennies[3]
Projected CIP Expenditures (FY 2023-2027)[1]	$1,709,296	5	$341,859	$2,510,330	**$0.001**

1) Source: Table C-6
2) Source: Table C-1
3) Cost of projects divided by number of years divided by revenue from 1 penny (Item 3) divided by 100

County Capital Project Funding

A review of Volusia County's 5-year planned expenditures indicates that transportation projects are primarily being funded by a combination of impact fee, gas tax, and proportionate share revenues. As shown in **Table C-3**, a total gas tax equivalent revenue credit of 2.5 pennies was given for transportation capacity-expansion projects funded with non-impact fee revenues.

Table C-3
County Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[2]	Equivalent Pennies[3]
Projected CIP Expenditures (FY 2024-2028)[1]	$31,219,443	5	$6,243,889	$2,510,330	**$0.025**

1) Source: Table C-7
2) Source: Table C-1
3) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

In addition, the County allocates an equivalent credit of 2.6 pennies for debt service associated with the Gas Tax Refunding Revenue Bond (Series 2013) and the Williamson Blvd Capital Improvement Revenue Note (Series 2015). Volusia County indicated that these revenues were used exclusively for transportation capacity-expansion improvements.

Table C-4

County Debt Service Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[3]	Equivalent Pennies[4]
Gas Tax Revenue Refunding Bond; Series 2013[1]	$4,504,846	1	$4,504,846	$2,510,330	$0.018
Capital Improvement Revenue Note; Series 2015[2]	$2,024,015	1	$2,024,015	$2,510,330	$0.008
Total	**$6,528,861**		**$6,528,861**		**$0.026**

1) Source: Table C-8
2) Source: Table C-9
3) Source: Table C-1
4) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

State Capital Project Funding

In the calculation of the equivalent pennies of fuel tax from the State, funding on transportation capacity-expansion projects spanning a 15-year period (from FY 2015 to FY 2029) were reviewed. This included capacity expansion projects such as lane additions, new road construction, intersection improvements, interchanges, traffic signal projects, sidewalks, bike lanes, transit, and other capacity-addition projects. The use of a 15-year period, for purposes of developing a state credit for roadway capacity expansion projects, results in a stable credit, as it accounts for the volatility in FDOT spending in the county over short periods of time.

The total cost of the multi-modal transportation capacity-expansion projects for the "historical" periods and the "future" period:

- FY 2015-2019 work plan equates to 5.3 pennies
- FY 2020-2024 work plan equates to 9.8 pennies
- FY 2025-2029 work plan equates to 4.8 pennies

The combined weighted average over the 15-year period of state expenditure for capacity-expansion transportation projects results in a total of 6.6 equivalent pennies. **Table C-5** documents this calculation. The specific projects that were used in the equivalent penny calculations are summarized in Table C-10.

Table C-5

State Fuel Tax Equivalent Pennies

Source	Cost of Projects	Number of Years	Annual Average	Revenue from 1 Penny[4]	Equivalent Pennies[5]
Projected Work Program (FY 2025-2029)[1]	$60,600,978	5	$12,120,196	$2,510,330	$0.048
Historical Work Program (FY 2020-2024)[2]	$123,548,016	5	$24,709,603	$2,510,330	$0.098
Historical Work Program (FY 2015-2019)[3]	$66,027,805	5	$13,205,561	$2,510,330	$0.053
Total	**$250,176,799**	**15**	**$16,678,453**	**$2,510,330**	**$0.066**

1) Source: Table C-10
2) Source: Table C-10
3) Source: Table C-10
4) Source: Table C-1
5) Cost of projects divided by number of years divided by revenue from 1 penny (Item 2) divided by 100

Table C-6

City of New Smyrna Beach – Planned Multi-Modal Capital Improvements, FY 2024-2027

Project Name	FY 2024	FY 2025	FY 2026	FY 2027	Total
Washington St Improvements	$1,709,296	$0	$0	$0	**$1,709,296**

Source: City of New Smyrna Beach FY 2024 Budget Book

Table C-7

Volusia County – Five-Year Planned Multi-Modal Capital Improvements, FY 2024-2028

Project Title	Improvement	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	Total
Public Works							
Advanced Right-of-Way Acquisitions	Advanced Right-of-Way Acquisitions	$300,000	$300,000	$300,000	$300,000	$300,000	**$1,500,000**
Countywide Safety Projects	Paved Shoulders/Sidewalks near Schools	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	**$5,000,000**
Dirksen Dr - Widening from 17-92 to I-4 (DeBary Sunrail)	Study options for widening to 3 or 4 lanes	$161,949	$0	$0	$0	$0	**$161,949**
Doyle Rd - Twisted Oak to Lush Lane	Add paved shoulders and sidewalks	$450,000	$0	$0	$0	$0	**$450,000**
LPGA Blvd at Clyde Morris	Intersection Improvement	$1,682,511	$0	$0	$0	$0	**$1,682,511**
LPGA - Widen from N Tomoka Farms to Tymber Creek	Road Widening	$1,703,822	$0	$0	$0	$0	**$1,703,822**
Pioneer Trail & Sugar Mill Intersection	Intersection Improvement	$964,855	$0	$0	$0	$0	**$964,855**
Pioneer Trail & Tomoka Farms Roundabout	Roundabout/Intersection	$265,000	$0	$0	$0	$0	**$265,000**
Road Proportionate Share Zone 1 Northeast	Construction Projects	$3,532,720	$0	$0	$0	$0	**$3,532,720**
Road Proportionate Share Zone 2 Southeast	Construction Projects	$1,124,117	$0	$0	$0	$0	**$1,124,117**
Road Proportionate Share Zone 3 Southwest	Construction Projects	$606,541	$0	$0	$0	$0	**$606,541**
Road Proportionate Share Zone 4 Northwest	Construction Projects	$29,992	$0	$0	$0	$0	**$29,992**
Taylor Branch Rd - Widening from Dunlawton Ave to Clyde Morris Blvd	Road Widening	$1,287,108	$0	$0	$0	$0	**$1,287,108**
Williamson Blvd - Strickland Range to Hand Ave	Widen from 2 to 4 lanes	$6,540,828	$0	$0	$0	$0	**$6,540,828**
10th St & NSB High	Traffic Engineering	$420,000	$0	$0	$0	$0	**$420,000**
Traffic Signals - Capital Replacement Projects	Traffic Engineering	$1,875,000	$1,450,000	$1,175,000	$0	$0	**$4,500,000**
Veterans Memorial Pkwy @ Walmart	Traffic Engineering	$0	$0	$0	$725,000	$0	**$725,000**
Total		**$21,944,443**	**$2,750,000**	**$2,475,000**	**$2,025,000**	**$2,025,000**	**$31,219,443**

Source: Volusia County FY 2023-2024 Capital Improvement Plan

Table C-8

Volusia County Gas Tax Refunding Revenue Bond; Series 2013

Date	Principal	Interest Rate	Interest	Total Due	Balance Outstanding	Fiscal Year Debt Service
4/1/2023			$89,031	$89,031	$8,750,000	
10/1/2023	$4,335,000	2.04%	$89,031	$4,424,031	$4,415,000	$4,513,062
4/1/2024			$44,923	$44,923	$4,415,000	
10/1/2024	$4,415,000	2.04%	$44,923	$4,459,923	-	$4,504,846
Total	**$4,415,000**		**$44,923**	**$4,459,923**		**$4,504,846**
					Percent for Transportation Capacity	**100%**
					Portion for Transportation Capacity	**$4,504,846**
					Number of Years of Remaining Payments	**1**

Source: Volusia County FY 2023 Adopted Budget Book

Table C-9

Volusia County Fund 209 – Williamson Blvd Capital Improvement Revenue Note; Series 2015

Date	Principal	Interest Rate	Interest	Total Due	Balance Outstanding	Fiscal Year Debt Service
4/1/2023		2.17%	$31,520	$31,520	$2,905,000	
10/1/2023	$945,000	2.17%	$31,520	$976,520	$1,960,000	$1,008,040
4/1/2024		2.17%	$21,266	$21,266	$1,960,000	
10/1/2024	$970,000	2.17%	$21,266	$991,266	$990,000	$1,012,532
4/1/2025		2.17%	$10,742	$10,742	$990,000	
10/1/2025	$990,000	2.17%	$10,741	$1,000,741	-	$1,011,483
Total	**$1,960,000**		**$42,749**	**$2,002,749**		**$2,024,015**
					Percent for Transportation Capacity	**100%**
					Portion for Transportation Capacity	**$2,024,015**
					Number of Years of Remaining Payments	**2**

Source: Volusia County FY 2023 Adopted Budget Book

Table C-10

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
240836-1	SR 40 FROM SR 15 US 17 TO SR 11	ADD LANES & RECONSTRUCT	$82,688	$35,751	$2,219,207	$1,386	$1,661	$57	$0	$3,378	$1,077,357	$5,365,464	$647,381	$877,003	$0	$0	$0	**$10,311,333**
240837-1	SR 40 FROM W OF SR 11 TO W OF CONE ROAD	ADD LANES & RECONSTRUCT	$160,859	$6,625	$3,531	$182	$644	$276	$0	$0	$998,749	$2,738,073	$665,810	$685,189	$0	$0	$0	**$5,259,938**
240992-1	SR 5 (US1) AT US1/SR430 (MASON AVE) AND US1/SR40 (GRANADA)	INTERSECTION IMPROVEMENT	$340	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$340**
240992-2	SR 5 US 1 AT SR 421 (DUNLAWTON AVE) & HERBERT STREET	INTERSECTION IMPROVEMENT	$618	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$618**
240992-5	SR 5 US 1 AT CANAL STREET INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	$457,023	$1,102	$846,118	$3,216	$5,634,295	$192,565	$410,444	$0	$0	$0	$0	$0	$0	$0	$0	**$7,544,763**
240992-7	SR 5 US 1 AT REED CANAL ROAD	INTERSECTION IMPROVEMENT	$187,109	$123,790	$9,171	$1,232,319	$73,150	$7,289	$2,002	$0	$0	$0	$0	$0	$0	$0	$0	**$1,634,830**
240992-8	SR 5 US 1 AT BIG TREE ROAD	INTERSECTION IMPROVEMENT	$63,341	$43,885	$30,585	$708,636	$35,848	$1,335	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$883,630**
240992-9	SR 5 US1 AT LPGA BOULEVARD	INTERSECTION IMPROVEMENT	$555,094	$4,289	$243	$46	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$559,672**
404419-2	SR 600 (US 92) PHASE II FROM SR5A (NOVA RD) TO LINCOLN STREET	URBAN CORRIDOR IMPROVEMENTS	$1,315,467	$676	$1,362,100	$8,811	$3,671	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,690,725**
407355-3	SR 415 FROM SEMINOLE CO LINE TO REED ELLIS RD	ADD LANES & RECONSTRUCT	$411,410	$270,825	$31,793	$2,772	$714	$132	$0	$0	$816	$0	$0	$0	$0	$0	$0	**$718,462**
407355-4	SR 415 FROM REED ELLIS RD TO 0.3 MILE N OF ACORN LAKE	ADD LANES & RECONSTRUCT	$642,264	$104,148	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$746,412**
408178-1	SR 483(CLYDE MORRIS) FROM SR 400 (BEVILLE RD) TO SR 600 US 92	ADD LANES & REHABILITATE PVMNT	$57,420	$65,614	$146,852	$66,719	$38,809	$46,287	$138,702	$3,504	$20	$3,350	$0	$0	$0	$0	$0	**$567,277**
408418-1	VOLUSIA CO ADVANCE R/W ACQUISITION	RIGHT OF WAY ACTIVITIES	$63,446	$909,199	$1,026	$2,787	$22,837	$74,516	$64,183	$92,899	$10,584	$0	$0	$0	$0	$0	$0	**$1,241,477**
410251-1	SR 15 (US 17) FROM DELEON SPRINGS BLVD TO SR 40	ADD LANES & RECONSTRUCT	$1,255,038	$127,774	$1,526,130	$1,588,404	$3,039,867	$4,812,737	$530,049	$3,220,244	$995,235	$1,596,571	$0	$0	$0	$0	$0	**$18,692,049**
410251-3	SR15 (US17) FROM SOUTH OF SPRING ST TO LAKE WINONA RD	ADD LANES & RECONSTRUCT	$0	$0	$0	$0	$0	$0	$0	$6,547	$17,080,468	$540,048	$0	$159,000	$0	$0	$0	**$17,786,063**
410676-1	SR 40 LAKE CO LINE TO SR 15 US 17	PD&E/EMO STUDY	$0	$0	$0	$0	$0	$0	$0	$0	$2,900	$1,719	$0	$0	$0	$0	$0	**$4,619**
413019-9	VOLUSIA TRAFFIC ENGINEERING CONTRACTS	TRAFFIC SIGNALS	$584,537	$577,079	$678,102	$927,857	$1,246,764	$1,285,964	$1,354,650	$1,478,635	$1,389,525	$1,762,727	$1,709,091	$0	$0	$0	$0	**$12,994,931**
416219-1	SR 430 FROM SR 5A TO E OF SHERRY DR	ADD LEFT TURN LANE(S)	$1,008	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,008**
418019-1	SR 40 FROM WILLIAMSON BLVD TO OLD TOMOKA RD	TRAFFIC SIGNALS	$14,723	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$14,723**
418020-1	SR 44 FROM EDDIE ROAD TO 3RD AVENUE	TRAFFIC SIGNALS	$10,687	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$10,687**
418021-1	SR 600 (US 92)(ISB) AT WILLIAMSON BLVD INTERSECTION IMPROVEMENT	TRAFFIC SIGNALS	$157	$0	$0	$0	$0	$256	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$413**
420433-1	RIVER TO SEA TPO TRAFFIC OPERATIONS SU RESERVE	TRAFFIC OPS IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,390,756	$1,374,265	$2,736,067	**$5,501,088**
420433-2	RIVER TO SEA TPO TRAFFIC OPERATIONS SU CONTINGENCY	TRAFFIC OPS IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,267,568	$109,508	$1,044,380	$6,829	$6,829	$6,829	**$2,441,943**
422431-1	VOLUSIA-VOLUSIA MPO SECTION 5303 PLANNING SUPPORT	PTO STUDIES	$231,204	$226,943	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$458,147**
422627-1	SR 600 / US 92 FROM I-4 EAST BOUND RAMP TO TOMOKA FARMS ROAD	ADD LANES & RECONSTRUCT	$368,853	$197,880	$210,963	$1,252,850	$24,343	$445	$2,123	$0	$577,701	$0	$0	$0	$0	$0	$0	**$2,635,158**
427637-1	SR 5A (NOVA RD) DIVISION AVE AND SR 40 INTERSECTION	TRAFFIC SIGNALS	$1,115	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,115**
428947-1	SR 40 FROM BREAKAWAY TRAIL TO WILLIAMSON BLVD	ADD LANES & RECONSTRUCT	$12,657	$0	$0	$0	$0	$7,099	$12,426	$4,466	$3,913,482	$195,531	$400,000	$2,190,000	$2,107,386	$884,708	$0	**$9,727,755**
429595-1	NORTH BOSTON AVENUE FROM JOHN THOMAS AVENUE TO LINDLEY BLVD	SIDEWALK	$411	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$411**
429943-1	SR15/600 (US 17-92) FROM VOORHIS AVE TO WISCONSIN AVE	PRELIMINARY ENGINEERING	$48	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$48**
430079-1	S SPRUCE CREEK RD FROM CENTRAL PARK BLVD N TO TAYLOR RD	SIDEWALK	$280,974	$2,250	$280	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$283,504**
430176-1	PIONEER TRAIL AT TURNBULL BAY ROAD INTERSECTION IMPROVEMENT	INTERSECTION IMPROVEMENT	$177	$1,845	$768	$181	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,971**
430178-1	SR 600 (US 92) AT SR 5A (NOVA RD) IMPROVE TRAFFIC SIGNAL	INTERSECTION IMPROVEMENT	$14	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$14**
430182-2	WASHINGTON AVENUE FROM SR15 (US17) TO PINE STREET	SIDEWALK	$13,933	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$13,933**
430183-1	SR 5 (US1) SIDEWALK FROM VOLCO ROAD TO JUST SOUTH OF WOODLEY AVENUE	SIDEWALK	$4,391	$1,678	$795	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$6,864**
430290-1	VOLUSIA-PARK & RIDE	PARK AND RIDE LOTS	$323,110	$1,953,975	$120,841	$238	$308	$350	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$2,398,822**
430339-1	SR A1A AT 3RD AVENUE RE-ALIGN NORTH APPROACH	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$44	$0	$0	$0	$0	$0	$0	**$44**
431403-1	VOLUSIA-VOLUSIA MPO PLANNING STUDIES SECTION 5303	PTO STUDIES	$0	$0	$230,528	$241,983	$190,788	$209,693	$247,839	$99,288	$0	$0	$0	$0	$0	$0	$0	**$1,220,119**
431748-1	SR 5 (US1) FROM W PUTNAM GROVE RD TO CANAL AVE	SIDEWALK	$40	$298	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$338**
431848-1	JIMMY ANN DRIVE, 500' S OF 5TH ST TO CARDI NAL DRIVE/WESTSIDE ELEMEN	SIDEWALK	$207,446	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$207,446**
431922-1	SR 44 AT KEPLER ROAD INTERSECTION IMPROVEMENTS	ROUNDABOUT	$0	$0	$0	$0	$1,330,580	$58,755	$304,882	$246,499	$1,528,114	$10,967,663	$0	$0	$0	$0	$0	**$14,436,493**
433311-2	VOLUSIA-SECTION 5311 RURAL TRANSPORTATION CAPITAL	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$321,347	$0	$0	$0	$0	$0	**$321,347**
433615-1	SR 15 (US 17) FROM HAGSTROM RD TO WASHINGTON AVENUE	SIDEWALK	$590,756	$19,839	$120	$223	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$610,938**
433619-1	7TH STREET FROM B STREET TO S MYRTLE AVENUE	SIDEWALK	$625	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$625**
433622-1	CORONADO ELEMENTARY SCHOOL SIDEWALKS ON MICHIGAN AVE	SIDEWALK	$356	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$356**
433623-2	ORANGE AVE SIGNAL SYSTEM FROM SR 5A (NOVA) TO BEACH STREET	TRAFFIC SIGNAL UPDATE	$187,630	$1,016	$1,445	$203	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$190,294**
433666-1	HERBERT STREET WB RIGHT TURN LANE AT CLYDE MORRIS BLVD	ADD TURN LANE(S)	$239,625	$565	$336	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$240,526**
434455-1	SR 40 FROM INTERCHANGE BLVD TO I-95 SB RAMPS	ADD TURN LANE(S)	$209,329	$51,848	$602,432	$515	$110	$71	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$864,305**
434712-1	US 92 DAYTONABEACH AIRPORT SIS CONNECT W OF TOMOKA FARMS TO E BEACH ST	TRAFFIC OPS IMPROVEMENT	$1,860,314	$25,210	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,885,524**
434883-1	SR 600 (US 92) FROM MIDWAY AVE TO ADAMS ST	TRAFFIC SIGNALS	$545,589	$70,823	$28,897	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$645,309**
434885-1	SR 5 (US 1) AT VENTURE RD	TRAFFIC SIGNALS	$0	$212	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$212**
435248-1	SR 5 (US 1) AT 3RD STREET	TRAFFIC SIGNALS	$680	$455	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$1,135**
435404-1	SR 15/600 (US 17/92) FROM FIREHOUSE ROAD TO BERESFORD AVENUE	TRAFFIC SIGNALS	$23,611	$174	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$23,785**
435404-2	SR 15/600 (US 17/92) FROM FIREHOUSE ROAD TO BERESFORD AVENUE	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$39,987	$565,500	$0	$0	$0	$0	$0	**$605,487**
435487-1	FLAGLER AVE SIDEWALK FROM 12TH ST TO WEST PARK AVE	SIDEWALK	$8	$0	$77	$375,916	$1,608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$377,609**
435499-1	W. FRENCH AVE SIDEWALK FROM VALENTINE PARK TO N. CARPENTER AVE.	SIDEWALK	$36,945	$50,437	$333	$499,752	$113,461	$1,262	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$702,190**
435500-1	MCDONALD RD SIDEWALK FROM SAULS ST TO 6TH ST	SIDEWALK	$71,429	$7	$284,282	$1,596	$1,458	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$358,772**
435536-1	VICTORIA GARDENS FROM CLYDE MORRIS BLVD TO APPLEVIEW WAY	SIDEWALK	$0	$52,529	$198,055	$736	$610	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$251,930**
435539-1	N SPRUCE CREEK RD SIDEWALK FROM NOVA ROAD TO ANGELINA COURT	SIDEWALK	$0	$0	$63,054	$74	$246,944	$71,859	$1,540	$0	$0	$0	$0	$0	$0	$0	$0	**$383,471**
435588-1	MAGNOLIA STREET SIDEWALK FROM 6TH STREET TO 10TH STREET	SIDEWALK	$0	$0	$139,160	$2,573	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$141,733**
435596-1	SR A1A (ATLANTIC AVE) MAST ARM AT CARDINAL DRIVE	TRAFFIC SIGNALS	$0	$0	$0	$270,179	$4,472	$691,056	$52,342	$413	$0	$0	$0	$0	$0	$0	$0	**$1,018,462**
435675-1	SR 44 AT AIRPORT ROAD	TRAFFIC SIGNALS	$229,913	$24,106	$196	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$254,215**
435892-1	SOUTH WILLIAMSON BLVD EXTENSION FROM PIONEER TL TO AIRPORT ROAD	ADD LANES & RECONSTRUCT	$5,500,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$5,500,000**
435892-2	WILLIAMSON BLVD FROM STRICKLAND RANGE RD TO NORTH OF HAND AVE	ADD LANES & RECONSTRUCT	$0	$0	$0	$0	$2,000,000	$2,000,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$4,000,000**
436325-1	EVENT MANAGEMENT FOR DAYTONA BEACH	ITS SURVEILLANCE SYSTEM	$0	$290,194	$3,029,504	$172,103	$4,401	$231	$1,212	$0	$0	$0	$0	$0	$0	$0	$0	**$3,497,645**
436325-2	EVENT MANAGEMENT EXTENSION PHASE 2	ITS SURVEILLANCE SYSTEM	$0	$0	$0	$0	$493,002	$7,178	$1,965,560	$143,184	$25,195	$0	$0	$0	$0	$0	$0	**$2,634,119**

Table C-10 (continued)

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
436366-1	SR 44 FROM PALMETTO STREET TO LIVE OAK STREET	TRAFFIC SIGNALS	$52	$324,007	$16,198	$56,709	$557,411	$446,116	$56,993	$975	$0	$0	$0	$0	$0	$0	$0	**$1,458,461**
436472-1	NSB CITYWIDE SIGNAL PRE-EMPTION SYSTEM	ATMS - ARTERIAL TRAFFIC MGMT	$0	$180,752	$1,317	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$182,069**
437121-1	US 1/PARK AVE FROM S OF PARK AVE TO N OF PARK AVE	TRAFFIC SIGNALS	$0	$0	$0	$0	$8,532	$388,539	$22,893	$7,054	$1,312	$1,656	$0	$0	$0	$0	$0	**$429,986**
437186-1	VOLUSIA-VOTRAN SEC 5339 SMALL URBAN BUS & BUS FACILITES CAPITAL PROJS	CAPITAL FOR FIXED ROUTE	$0	$423,011	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$423,011**
437842-1	US 17/92 FROM S I-4 RAMP TO N OF MINNESOTA AVENUE	TRAFFIC SIGNALS	$0	$0	$0	$125,027	$7,706	$2,115,225	$52,256	$71	$0	$0	$0	$0	$0	$0	$0	**$2,300,285**
438012-1	VOLUSIA-SECTION 5339 BUS & BUS FACILITIES	CAPITAL FOR FIXED ROUTE	$0	$125,000	$0	$0	$0	$0	$389,079	$0	$0	$0	$0	$0	$0	$0	$0	**$514,079**
438017-1	SR A1A @ HARVARD DRIVE	TRAFFIC SIGNAL UPDATE	$0	$0	$0	$204,443	$3,217	$641,134	$3,335	$0	$0	$0	$0	$0	$0	$0	$0	**$852,129**
438868-1	VOLUSIA-SEC 5339 SMALL URBAN CAPITAL	CAPITAL FOR FIXED ROUTE	$0	$163,083	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$163,083**
438968-2	SR 15A (TAYLOR RD) FROM SR 15 (US 17-92) TO 480 FT WEST OF SR 15	INTERSECTION IMPROVEMENT	$0	$0	$0	$484,428	$67,064	$27,700	$1,466,484	$54,933	$1,312	$0	$0	$0	$0	$0	$0	**$2,101,921**
438982-1	US 1/SR 5 FROM 6TH STREET TO FLOMICH STREET	TRAFFIC SIGNAL UPDATE	$0	$0	$20,732	$689,831	$32,966	$206,603	$261,602	$2,949,173	$118,384	$425,401	$0	$0	$0	$0	$0	**$4,704,692**
439144-1	SR 472 @ MINNESOTA AVE	ADD LEFT TURN LANE(S)	$0	$0	$631	$130,974	$17,671	$121,968	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$271,244**
439304-1	HOLSONBACK DRIVE FROM BILL FRANCE BLVD TO VOLUSIA CO HEALTH DEPT	SIDEWALK	$0	$96,266	$684	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$96,950**
439392-1	SR 44 AT GRAND AVE	ROUNDABOUT	$0	$2,049,803	$335,824	$0	$701	$0	$0	$0	$0	$3,438	$0	$0	$0	$0	$0	**$2,389,766**
439971-1	FREEMONT AVENUE FROM NILES STREET TO RIDGEWOOD AVENUE	SIDEWALK	$0	$0	$0	$390,528	$32,253	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$422,781**
439971-2	FREMONT AVENUE FROM NILES STREET TO RIDGEWOOD AVENUE	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$222,454	$1,596	$45	$0	$0	$0	$0	$0	**$224,095**
439972-1	NORTH STREET FROM CLYDE MORRIS BLVD TO NOVA ROAD	SIDEWALK	$0	$0	$259,359	$1,726	$258	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$261,343**
440092-1	CATALINA BOULEVARD @ HOWLAND BOULEVARD	ADD TURN LANE(S)	$0	$0	$210,812	$5,248	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$216,060**
440270-1	SR 40 ADAPTIVE SIGNAL SYSTEM	ATMS - ARTERIAL TRAFFIC MGMT	$0	$0	$0	$0	$115,951	$1,848,269	$12,502	$3,860	$0	$0	$0	$0	$0	$0	$0	**$1,980,582**
440787-1	SR 15A AT SR 44 - SOUTHBOUND RIGHT TURN LANE	ADD RIGHT TURN LANE(S)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,250,000	$0	$0	$0	$0	$0	**$1,250,000**
440798-1	VOLUSIA-RIVER TO SEA TPO PLANNING STUDIES	PTO STUDIES	$0	$0	$0	$0	$0	$0	$0	$237,621	$0	$0	$0	$0	$0	$0	$0	**$237,621**
440848-1	DELTONA LAKES/SPIRIT ELEMENTARY SIDEWALKS	SIDEWALK	$0	$0	$0	$0	$0	$713,376	$4,962	$0	$0	$0	$0	$0	$0	$0	$0	**$718,338**
440852-1	TOMOKA ELEMENTARY CONNECTOR SIDEWALK	SIDEWALK	$0	$0	$0	$0	$27,997	$122	$42	$0	$0	$0	$0	$0	$0	$0	$0	**$28,161**
440853-1	WILLIAMSON BLVD/HAND AVE PEDESTRIAN IMPROVEMENTS	SIDEWALK	$0	$0	$0	$0	$30,712	$0	$65	$0	$0	$0	$0	$0	$0	$0	$0	**$30,777**
440920-1	TIVOLI DRIVE @ PROVIDENCE BLVD TO SAXON BLVD	ADD TURN LANE(S)	$0	$0	$0	$0	$834,944	$6,035	$1,787	$0	$0	$0	$0	$0	$0	$0	$0	**$842,766**
441389-1	AMELIA AVE FROM VOORHIS AVE TO OHIO AVE	BIKE LANE/SIDEWALK	$0	$0	$0	$0	$0	$324,291	$28	$132	$2,193,002	$324,606	$0	$0	$0	$0	$0	**$2,842,059**
442316-1	SR 600 FROM HIGHLAND AVE TO MAINLAND H.S. ENTRANCE	TRAFFIC SIGNALS	$0	$0	$0	$237,667	$77,450	$66,549	$595	$0	$0	$3,576	$0	$0	$0	$0	$0	**$385,837**
442316-2	SR 600 AT HILTON AVE (DAYTONA STATE COLLEGE MAIN ENTRANCE)	TRAFFIC SIGNALS	$0	$0	$0	$156,781	$17,789	$50,189	$417	$0	$0	$11,706	$0	$0	$0	$0	$0	**$236,882**
442467-1	SR 15 / US 17-92 AT FORT FLORIDA RD	TRAFFIC SIGNALS	$0	$0	$0	$301,766	$66,127	$722,213	$9,513	$771	$0	$25,609	$0	$0	$0	$0	$0	**$1,125,999**
442499-1	SR 44 FROM AIRPORT RD TO E 3RD AVE.	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$217,475	$214	$1,803,037	$159,377	$8,011	$0	$0	$0	$0	$0	$0	$0	**$2,188,114**
442522-1	SR 421 FROM SUMMER TREES RD TO SR 5 / A1A	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$228,766	$272	$1,718,662	$182,971	$3,246	$0	$0	$0	$0	$0	$0	$0	**$2,133,917**
442932-1	SR 44 FROM SOUTHBOUND I-95 TO MEMORIAL MEDICAL PARKWAY	INTERCHANGE IMPROVEMENT	$0	$0	$0	$3,184	$866	$478,096	$1,774,792	$115,251	$4,776	$8,220	$0	$0	$0	$0	$0	**$2,385,185**
443236-1	DERBYSHIRE SIDEWALKS PHASE 1 - 3RD ST & VINE ST	SIDEWALK	$0	$0	$0	$0	$0	$545,846	$3,780	$7,167	$1,584	$91	$0	$0	$0	$0	$0	**$558,468**
443236-2	DERBYSHIRE SIDEWALKS PHASE II	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$1,032	$375	$0	$0	$0	$0	$0	**$1,407**
443337-1	DELAND NORTHWEST INDUSTRIAL BUSINESS PARK ACCESS ROAD	NEW ROAD CONSTRUCTION	$0	$0	$0	$0	$998,266	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$998,266**
443394-1	CAMPBELL MIDDLE SCHOOL & TURIE T. SMALL ELEMENTARY SCHOOL SRTS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$166,177	$179	$956,963	$0	$0	$0	$0	$0	**$1,123,319**
443991-1	BEACH ST COMPLETE STREETS RETROFIT FROM BAY ST TO MICHIGAN AVE	URBAN CORRIDOR IMPROVEMENTS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,587,507	$0	$0	$0	$0	**$8,587,507**
444033-1	PORT ORANGE SIDEWALK GAPS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$131,358	$5,000	$71,175	$0	$0	$0	$0	**$207,533**
444033-2	PORT ORANGE SIDEWALK GAPS	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$356,446	$0	$0	$0	$0	**$356,446**
446232-1	SR 5 (US 1) AT BROADWAY AVE	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$209,142	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$209,142**
446285-1	WILLOW RUN BOULEVARD FROM HARMS WAYTO CLYDE MORRIS BOULEVARD	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$93,624	$1,000	$70,743	$0	$0	$0	$0	**$165,367**
446285-2	WILLOW RUN BOULEVARD FROM HARMS WAYTO CLYDE MORRIS BOULEVARD	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$418,394	$0	$0	$0	$0	**$418,394**
446544-1	SR A1A @ WILLIAMS AVE SIGNAL RECONSTRUCTION	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$235,189	$9,822	$241	$1,513,046	$0	$0	$0	$0	$0	**$1,758,298**
446558-1	SR-472 AND MINNESOTA AVE INTERSECTION IMPROVEMENT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$214,918	$23,239	$1,375,241	$248,288	$0	$0	$0	$0	$0	**$1,861,686**
447019-1	REED CANAL ROAD SIDEWALK PROJECT FROM NOVA ROAD TO US1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,271,691	$0	$0	$0	**$2,271,691**
447019-2	REED CANAL ROAD SIDEWALK PROJECT FROM NOVA ROAD TO US1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$391,022	$0	$0	$0	$0	$0	**$391,022**
447698-1	SR 600 AT THE INTERSECTION OF LOCKHART ST	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$375	$0	$0	$773	$577,420	$25,162	$110,226	$0	$838,220	$0	$0	$0	**$1,552,176**
447712-1	PIONEER TRAIL / TOMOKA FARMS RD ROUNDABOUT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,437,749	$0	$0	$0	$0	$0	**$2,437,749**
447712-2	PIONEER TRAIL / TOMOKA FARMS RD ROUNDABOUT	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$500,000	$0	$0	$0	$0	$0	$0	$0	$0	**$500,000**
447833-1	CLYDE MORRIS BLVD @ WILLOW RUN BLVD, MADELINE AVE, & REED CANAL RD	ADD RIGHT TURN LANE(S)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$251,775	$0	$299,773	$0	**$551,548**
448456-1	LPGA BLVD FROM US 92 (SR 600) TO WILLIAMSON BLVD	PD&E/EMO STUDY	$0	$0	$0	$0	$0	$0	$12,560	$10,258,267	$28,731	$1,280,491	$0	$0	$1,140,892	$5,800,000	$3,251,055	**$21,771,996**
448772-1	WILLIAMSON BLVD/WILLOW RUN BLVD FROM S OF TOWN PARK DR TO CHARDONNAY	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$156,581	$5,000	$93,151	$0	$0	$0	$0	**$254,732**
448772-2	WILLIAMSON BLVD/WILLOW RUN BLVD FROM S OF TOWN PARK DR TO CHARDONNAY	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$515,239	$0	$0	$0	$0	**$515,239**
448786-1	US-1 FROM AIRPORT RD TO BROADWAY AVE	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$498,702	$0	$0	$0	$4,516,483	$0	**$5,015,185**
449235-1	SR 600 / US 17-92 AND ENTERPRISE RD INTERSECTION	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$384	$539,646	$16,134	$2,232,095	$0	$0	$0	$0	**$2,788,259**
449469-1	LPGA BOULEVARD & JIMMY ANN DRIVE INTERSECTION	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$996,174	$0	$0	$0	$0	**$996,174**
449770-1	DUNLAWTON AVENUE TURN LANES VARIOUS LOCATIONS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$261,846	$0	$3,455,262	$0	$0	**$3,717,108**
449770-2	DUNLAWTON AVENUE TUR N LANES VARIOUS LOCATIONS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$547,991	$0	$0	$0	$0	$0	$0	**$547,991**
449788-1	SR 44 FROM W OF COATES DR TO E OF CANAL ST	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$110,530	$44,703	$13,399	$0	$0	$0	$0	$0	**$168,632**
450247-1	PONCE INLET MOBILITY SEGMENT 1	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,783,580	$0	$0	$0	**$1,783,580**
450247-2	PONCE INLET MOBILITY SEGMENT 2	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,855,066	$0	$0	$0	**$1,855,066**
450247-3	PONCE INLET MOBILITY SEGMENT 3	SIDEWALK	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,507,517	$0	$0	$0	**$2,507,517**
452354-1	RHODE ISLAND/LEAVITT AVE ROUNDABOUT	ROUNDABOUT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,351,936	$0	$0	$0	$0	$0	**$1,351,936**
452480-2	5310 DIST CAP - PORT ORANGE/DAYTONA UZA - CONKLIN DAVIS CENER FOR VI	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$260,851	$0	$0	$0	$0	$0	$0	**$260,851**
452543-1	VOLUSIA COUNTY-VOTRAN INTERMODAL DEVELOPMENT FEASIBILITY STUDY	PTO STUDIES	$0	$0	$0	$0	$0	$0	$0	$0	$100,000	$0	$0	$0	$0	$0	$0	**$100,000**

Table C-10 (continued)

Florida Department of Transportation, District 5 – Volusia County Work Program FY 2015 to FY 2029

ItemSeg	Description	Wkmx Description	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
453221-1	ORMOND BEACH AIRPORT BUSINESS PARK	NEW ROAD CONSTRUCTION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$750,000	$0	$0	$0	$0	$0	**$750,000**
453318-1	PEDESTRIAN SAFETY PROJECT ON MOVABLE BRIDGES (VOLUSIA)	OTHER ITS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$106,006	$0	$0	$0	$0	$0	**$106,006**
453472-1	US 1 AT RHODE ISLAND EMERGENCY SIGNAL	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$389,808	$0	$0	$0	$0	**$389,808**
453472-2	US 1 AT RHODE ISLAND EMERGENCY SIGNAL	TRAFFIC SIGNALS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$30,043	$0	$0	$0	$0	**$30,043**
453490-1	SOUTH DAYTONA TRAFFIC CAMERA NETWORK	TRAFFIC CONTROL DEVICES/SYSTEM	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$190,800	$0	$1,415,212	$0	$0	**$1,606,012**
454186-1	5311 CAPITAL-VOLUSIA COUNTY	CAPITAL FOR FIXED ROUTE	$0	$0	$0	$0	$0	$0	$0	$0	$0	$249,638	$0	$0	$0	$0	$0	**$249,638**
454286-1	DR. MLK JR. BLVD AND ORANGE CAMP RD INTERSECTION IMPROVEMENTS	INTERSECTION IMPROVEMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$552,642	$0	$0	$0	$0	$0	**$552,642**
Total			**$16,804,464**	**$8,604,963**	**$12,612,481**	**$10,597,185**	**$17,408,712**	**$21,902,525**	**$10,454,867**	**$20,055,615**	**$33,267,483**	**$37,867,526**	**$17,745,211**	**$14,463,421**	**$9,516,337**	**$12,882,058**	**$5,993,951**	**$250,176,799**
5-Year Subtotals						**2015 to 2019:**	**$66,027,805**				**2020 to 2024:**	**$123,548,016**				**2025 to 2029:**	**$60,600,978**	

Source: Florida Department of Transportation, District 5

Table C-11

Average Motor Fuel Efficiency – Excluding Interstate Travel

Travel Vehicle Miles of Travel (VMT) @			
	22.8	**7.3**	
Other Arterial Rural	329,742,000,000	52,696,000,000	382,438,000,000
Other Rural	325,232,000,000	32,997,000,000	358,229,000,000
Other Urban	1,485,169,000,000	102,144,000,000	1,587,313,000,000
Total	***2,140,143,000,000***	***187,837,000,000***	***2,327,980,000,000***

Percent VMT	
@ 22.8 mpg	**@ 7.3 mpg**
86%	14%
91%	9%
94%	6%
92%	**8%**

Fuel Consumed			
	Gallons @ 22.8 mpg	**Gallons @ 7.3 mpg**	
Other Arterial Rural	14,462,368,421	7,218,630,137	21,680,998,558
Other Rural	14,264,561,404	4,520,136,986	18,784,698,390
Other Urban	65,138,991,228	13,992,328,767	79,131,319,995
Total	***93,865,921,053***	***25,731,095,890***	***119,597,016,943***

Total Mileage and Fuel	
2,327,980	**miles (millions)**
119,597	**gallons (millions)**
19.47	**mpg**

Source: U.S. Department of Transportation, Federal Highway Administration, *Highway Statistics 2022* , Section V, Table VM-1
Annual Vehicle Distance Traveled in Miles and Related Data - 2022 by Highway Category and Vehicle Type
http://www.fhwa.dot.gov/policyinformation/statistics.cfm

Table C-12

Annual Vehicle Distance Traveled in Miles and Related Data (2022) – By Highway Category and Vehicle Type[1/]

ANNUAL VEHICLE DISTANCE TRAVELED IN MILES AND RELATED DATA - 2022[(1)]
BY HIGHWAY CATEGORY AND VEHICLE TYPE

Updated: February 2024 **TABLE VM-1**

YEAR	ITEM	LIGHT DUTY VEHICLES SHORT WB[(2)]	MOTOR-CYCLES	BUSES	LIGHT DUTY VEHICLES LONG WB[(2)]	SINGLE-UNIT TRUCKS[(3)]	COMBINATION TRUCKS	SUBTOTALS		ALL MOTOR VEHICLES
								ALL LIGHT VEHICLES[(2)]	SINGLE-UNIT 2-AXLE 6-TIRE OR MORE AND COMBINATION TRUCKS	
	Motor-Vehicle Travel (millions of vehicle-miles):									
2022	Interstate Rural	148,757	1,164	1,601	50,143	11,677	61,652	**198,900**	**73,328**	274,993
2022	Other Arterial Rural	229,877	2,233	2,231	99,865	19,332	33,364	**329,742**	**52,696**	386,901
2022	Other Rural	221,526	3,294	2,293	103,707	19,890	13,106	**325,232**	**32,997**	363,816
2022	All Rural	600,160	6,691	6,125	253,714	50,899	108,122	853,874	159,021	1,025,711
2022	Interstate Urban	378,935	2,842	2,624	104,686	20,397	49,710	**483,621**	**70,108**	559,194
2022	Other Urban	1,158,710	14,232	9,741	326,459	64,928	37,216	**1,485,169**	**102,144**	1,611,287
2022	All Urban	1,537,646	17,074	12,365	431,144	85,325	86,927	1,968,790	172,252	2,170,481
2022	Total Rural and Urban[(5)]	2,137,805	23,765	18,490	684,859	136,224	195,049	2,822,664	331,272	3,196,191
2022	Number of motor vehicles registered[(2)]	197,080,414	9,567,664	954,119	61,464,968	11,083,997	3,249,824	258,545,382	14,333,821	283,400,986
2022	Average miles traveled per vehicle	10,847	2,484	19,379	11,142	12,290	60,018	10,917	23,111	11,278
2022	Person-miles of travel (millions)[(4)]	3,284,669	24,369	391,991	1,007,240	136,224	195,049	4,291,909	331,272	5,039,542
2022	Fuel consumed (thousand gallons)	86,040,199	540,572	2,497,605	37,939,063	17,180,850	28,218,175	123,979,262	45,399,024	172,416,463
2022	Average fuel consumption per vehicle (gallons)	437	56	2,618	617	1,550	8,683	480	3,167	608
2022	Average miles traveled per gallon of fuel consumed	24.8	44.0	7.4	18.1	7.9	6.9	**22.8**	**7.3**	18.5

(1) The FHWA estimates national trends by using State reported Highway Performance and Monitoring System (HPMS) data, fuel consumption data (MF-21), vehicle registration data (MV-1), other data such as the R.L. Polk vehicle data, and a host of modeling techniques.

(2) Light Duty Vehicles Short WB - passenger cars, light trucks, vans and sport utility vehicles with a wheelbase (WM) equal to or less than 121 inches. Light Duty Vehicles Long WB - large passenger cars, vans, pickup trucks, and sport/utility vehicles with wheelbases (WB) larger than 121 inches. All Light Duty Vehicles - passenger cars, light trucks, vans and sport utility vehicles regardless of wheelbase.

(3) Single-Unit - single frame trucks that have 2-Axles and at least 6 tires or a gross vehicle weight rating exceeding 10,000 lbs.

(4) For 2021 and 2020, the vehicle occupancy is estimated by the FHWA from the 2017 National Household Travel Survey (NHTS) and the annual R.L. Polk Vehicle registration data; For single unit truck and heavy trucks, 1 motor vehicle mile traveled = 1 person-mile traveled.

(5) VMT data are based on the latest HPMS data available; it may not match previous published results.

Appendix D
Calculated Multi-Modal Transportation Impact Fee Schedule

Appendix D: Calculated MMTIF Schedule

This Appendix presents the detailed impact fee calculations for each land use in the City of New Smyrna Beach multi-modal transportation impact fee schedule.

- Table D-1: Calculated Multi-Modal Transportation Impact Fee Schedule
- Table D-2: Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates
    - This table includes the 50 percent capped rates for the City, pursuant to Florida Statutes 163.31801

Table D-1

City of New Smyrna Beach Calculated Multi-Modal Transportation Impact Fee Schedule

	Gasoline Tax						Unit Cost per Lane Mile:	$3,681,000								Interstate/Toll Facility Adjustment Factor:	27.2%			
	$ per gallon to capital:	$0.118		City Revenues:	$0.001		Average VMC per Lane Mile:	14,500								Cost per PMC:	$262.77			
	Facility life (years):	25		County Revenues:	$0.051		Fuel Efficiency:	19.47 mpg												
	Interest rate:	4.40%		State Revenues:	$0.066		Effectivedays per year:	365												

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Person-Trip Factor	Net PMT	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Multi-Modal Impact Fee	Volusia County Impact Fee[2]	New Smyrna Beach Portion[3]	Current Impact Fee[4]	% Change
	RESIDENTIAL:																			
210	Single Family (Detached)	du	7.81	Appendix A: LUC 210	6.62	7.12	Appendix A: LUC 210	100%	n/a	18.82	1.44	27.10	$7,121	$62	$929	**$6,192**	$5,464	**$728**	$1,752	-58%
215	Single Family (Attached)	du	6.77	Appendix A: LUC 215	6.62	7.12	Same as LUC 210	100%	n/a	16.31	1.44	23.49	$6,173	$53	$794	**$5,379**	$4,733	**$646**	$1,043	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	6.74	ITE 11th Edition	5.21	5.71	Appendix A: LUC 220/221/222	100%	n/a	12.78	1.44	18.40	$4,837	$43	$644	**$4,193**	$3,700	**$493**	$1,043	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	4.54	ITE 11th Edition	5.21	5.71	Appendix A: LUC 220/221/222	100%	n/a	8.61	1.44	12.40	$3,258	$29	$434	**$2,824**	$2,489	**$335**	$632	-47%
240	Mobile Home Park	du	4.17	Appendix A: LUC 240	4.60	5.10	Appendix A: LUC 240	100%	n/a	6.98	1.44	10.05	$2,642	$24	$360	**$2,282**	$1,903	**$379**	$644	-41%
	LODGING:																			
310	Hotel	room	5.56	Appendix A: LUC 310	6.26	6.76	Appendix A: LUC 310	66%	Appendix A: LUC 310	8.36	1.44	12.04	$3,164	$27	$405	**$2,759**	$2,387	**$372**	$966	-61%
320	Motel	room	3.35	ITE 11th Edition	4.34	4.84	Appendix A: LUC 320	77%	Appendix A: LUC 320	4.07	1.44	5.86	$1,542	$14	$210	**$1,332**	$1,175	**$157**	$387	-59%
	RECREATION:																			
411	Public Park	acre	0.78	ITE 11th Edition	5.15	5.65	Same as LUC 710	90%	Based on LUC 710	1.32	1.44	1.90	$498	$4	$60	**$438**	$309	**$129**	$54	139%
416	Campground/RV Park	site	1.62	ITE 11th Edition (Adjusted)[5]	4.60	5.10	Same as LUC 240	100%	Same as Residential Land Uses	2.71	1.44	3.90	$1,026	$9	$135	**$891**	$607	**$284**	$644	-56%
420	Marina	boat berth	2.41	ITE 11th Edition	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	5.23	1.44	7.53	$1,978	$17	$255	**$1,723**	$1,269	**$454**	$173	162%
445	Movie Theater	1,000 sf	82.30	Appendix A: LUC 445	2.24	2.74	Appendix A: LUC 445	87%	Appendix A: LUC 445	58.38	1.44	84.07	$22,091	$217	$3,251	**$18,840**	$15,998	**$2,842**	$4,226	-33%
	INSTITUTIONS:																			
520	Elementary School (Private)	student	2.27	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	80%	Based on LUC 710 (adjusted)[6]	2.19	1.44	3.15	$828	$8	$120	**$708**	$523	**$185**	$36	414%
522	Middle/Junior High School (Private)	student	2.10	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	80%	Based on LUC 710 (adjusted)[6]	2.02	1.44	2.91	$766	$7	$105	**$661**	$489	**$172**	$32	438%
525	High School (Private)	student	1.94	ITE 11th Edition	3.31	3.81	50% of LUC 210 based on Transp. Modeling	90%	Based on LUC 710	2.10	1.44	3.02	$796	$7	$105	**$691**	$497	**$194**	$43	351%
540/ 550	University/Junior College (7,500 or fewer students) (Private)	student	2.00	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	4.34	1.44	6.25	$1,641	$14	$210	**$1,431**	$1,050	**$381**	$131	191%
	University/Junior College (more than 7,500 students) (Private)	student	1.50	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	Based on LUC 710	3.25	1.44	4.68	$1,231	$11	$165	**$1,066**	$793	**$273**	$76	259%
560	Church	1,000 sf	7.60	ITE 11th Edition	3.93	4.43	Midpoint of LUC 710 & LUC 820 (App. A)	90%	Based on LUC 710	9.78	1.44	14.08	$3,702	$34	$509	**$3,193**	$2,350	**$843**	$447	89%
565	Day Care Center	1,000 sf	49.63	Appendix A: LUC 565	2.03	2.53	Appendix A: LUC 565	73%	Appendix A: LUC 565	26.77	1.44	38.55	$10,130	$101	$1,513	**$8,617**	$6,230	**$2,387**	$650	267%
	MEDICAL:																			
610	Hospital	1,000 sf	10.77	ITE 11th Edition	6.62	7.12	Same as LUC 210	78%	Midpoint of LUC 310 & LUC 720	20.24	1.44	29.15	$7,660	$66	$989	**$6,671**	$5,720	**$951**	$691	38%
620	Nursing Home	1,000 sf	6.75	ITE 11th Edition	2.59	3.09	Appendix A: LUC 620	89%	Appendix A: LUC 620	5.66	1.44	8.15	$2,143	$21	$315	**$1,828**	$1,610	**$218**	$429	-49%
	OFFICE:																			
710	General Office	1,000 sf	10.84	ITE 11th Edition	5.15	5.65	Appendix A: LUC 710	92%	Appendix A: LUC 710	18.70	1.44	26.93	$7,074	$62	$929	**$6,145**	$5,400	**$745**	$1,293	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	23.83	Appendix A: LUC 720 (Small Medical Office)	5.55	6.05	Appendix A: LUC 720	89%	Appendix A: LUC 720	42.85	1.44	61.70	$16,212	$142	$2,127	**$14,085**	$11,110	**$2,975**	$4,762	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	34.21	Appendix A: LUC 720	5.55	6.05	Appendix A: LUC 720	89%	Appendix A: LUC 720	61.51	1.44	88.57	$23,274	$204	$3,056	**$20,218**	$16,000	**$4,218**	$4,762	-11%
	RETAIL:																			
822	Retail less than 40,000 sfgla	1,000 sfgla	54.45	ITE 11th Edition	1.48	1.98	Appendix A: Fig. A-1 (19k sq ft)	48%	Appendix A: Fig. A-2 (19k sq ft)	14.08	1.44	20.28	$5,328	$57	$854	**$4,474**	$3,210	**$1,264**	$2,080	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	67.52	ITE 11th Edition	1.94	2.44	Appendix A: Fig. A-1 (59k sq ft)	57%	Appendix A: Fig. A-2 (59k sq ft)	27.18	1.44	39.14	$10,284	$104	$1,558	**$8,726**	$6,320	**$2,406**	$2,080	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	37.01	ITE 11th Edition	2.80	3.30	Appendix A: Fig. A-1 (538k sq ft)	75%	Appendix A: Fig. A-2 (538k sq ft)	28.29	1.44	40.74	$10,705	$101	$1,513	**$9,192**	$6,710	**$2,482**	$2,080	19%
840/841	New/Used Auto Sales	1,000 sf	24.58	Appendix A: LUC 840/841	4.60	5.10	Appendix A: LUC 840/841	79%	Appendix A: LUC 840/841	32.51	1.44	46.81	$12,303	$110	$1,648	**$10,655**	$7,830	**$2,825**	$2,718	4%
850	Supermarket	1,000 sf	94.48	Appendix A: LUC 850	2.08	2.58	Appendix A: LUC 850	56%	Appendix A: LUC 850	40.06	1.44	57.69	$15,158	$151	$2,262	**$12,896**	$9,350	**$3,546**	$3,487	2%

Table D-1 (continued)

City of New Smyrna Beach Calculated Multi-Modal Transportation Impact Fee Schedule

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Person-Trip Factor	Net PMT	Total Impact Cost	Annual Gas Tax	Gas Tax Credit	Net Multi-Modal Impact Fee	Volusia County Impact Fee[2]	New Smyrna Beach Portion[3]	Current Impact Fee[4]	% Change
	RETAIL:																			
862	Home Improvement Superstore	1,000 sf	30.74	ITE 11th Edition	2.33	2.83	Appendix A: Fig. A-1 (135k sq ft)	64%	Appendix A: Fig. A-2 (135k sq ft)	16.69	1.44	24.03	$6,314	$62	$929	**$5,385**	$3,940	**$1,445**	$3,993	-64%
880/ 881	Pharmacy with & without Drive-Thru	1,000 sf	103.86	Appendix A: LUC 880/881	2.08	2.58	Appendix A: LUC 880/881	32%	Appendix A: LUC 880/881	25.16	1.44	36.23	$9,521	$95	$1,423	**$8,098**	$5,870	**$2,228**	$1,681	33%
890	Furniture Store	1,000 sf	6.30	ITE 11th Edition	6.09	6.59	Appendix A: LUC 890	54%	Appendix A: LUC 890	7.54	1.44	10.86	$2,854	$25	$375	**$2,479**	$1,830	**$649**	$578	12%
	SERVICES:																			
911	Bank/Savings Walk-In	1,000 sf	57.94	ITE 11th Edition (Adjusted)[7]	2.46	2.96	Same as LUC 912	46%	Same as LUC 912	23.87	1.44	34.37	$9,030	$87	$1,303	**$7,727**	$5,620	**$2,107**	$1,877	12%
912	Bank/Savings Drive-In	1,000 sf	103.73	Appendix A: LUC 912	2.46	2.96	Appendix A: LUC 912	46%	Appendix A: LUC 912	42.73	1.44	61.53	$16,167	$156	$2,337	**$13,830**	$10,060	**$3,770**	$3,171	19%
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	86.03	Appendix A: LUC 931	3.14	3.64	Appendix A: LUC 931	77%	Appendix A: LUC 931	75.71	1.44	109.02	$28,649	$267	$4,000	**$24,649**	$18,040	**$6,609**	$5,602	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	479.17	Appendix A: LUC 934	2.05	2.55	Appendix A: LUC 934	58%	Appendix A: LUC 934	207.38	1.44	298.63	$78,471	$784	$11,746	**$66,725**	$52,410	**$14,315**	$15,413	-7%
943	Automobile Parts and Service Center	1,000 sf	16.60	ITE 11th Edition	3.62	4.12	Same as LUC 942 (Appendix A)	72%	Same as LUC 942 (Appendix A)	15.75	1.44	22.68	$5,959	$54	$809	**$5,150**	$3,770	**$1,380**	$1,186	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	172.01	ITE 11th Edition	1.90	2.40	Appendix A: LUC 944	23%	Appendix A: LUC 944	27.36	1.44	39.40	$10,353	$105	$1,573	**$8,780**	$6,367	**$2,413**	$1,117	116%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	264.38	ITE 11th Edition (Adjusted)[8]	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	42.05	1.44	60.55	$15,913	$161	$2,412	**$13,501**	$9,789	**$3,712**	$3,311	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	345.75	ITE 11th Edition	1.90	2.40	Same as LUC 944	23%	Same as LUC 944	55.00	1.44	79.20	$20,811	$211	$3,161	**$17,650**	$12,806	**$4,844**	$4,723	3%
	INDUSTRIAL:																			
110	General Light Industrial	1,000 sf	4.87	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	8.40	1.44	12.10	$3,178	$28	$419	**$2,759**	$2,420	**$339**	$519	-35%
140	Manufacturing	1,000 sf	4.75	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	8.19	1.44	11.79	$3,100	$27	$405	**$2,695**	$2,360	**$335**	$519	-35%
150	Warehousing	1,000 sf	1.71	ITE 11th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	2.95	1.44	4.25	$1,116	$10	$150	**$966**	$850	**$116**	$232	-50%
151	Mini-Warehouse	1,000 sf	1.46	Appendix A: LUC 151	3.51	4.01	Midpoint of LUC 710 & LUC 820 (50k sq ft)	92%	Same as LUC 710	1.72	1.44	2.48	$649	$6	$90	**$559**	$500	**$59**	$203	-71%

1) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips)*(1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle miles of capacity consumed per unit of development and is multiplied by the cost per vehicle
2) Source: Volusia County. Rates for marina and school uses were estimated using impact fee calculations presented in the *Volusia County Impact Fee Study, Final Report, September 30, 2022*
3) Net multi-modal impact fee minus the Volusia County impact fee
4) Source: City of New Smyrna Beach. Current rates for school (per student) and gas station (per fuel position) were estimated using the trip generation rate ratios from ITE 10th and 11th Editions
5) The ITE 11th Edition trip generation rate was adjusted to reflect the average occupancy rate of 60 percent based on data provided by the Florida Association of RV Parks and Campgrounds
6) The percent new trips for schools was estimated at 90% based on LUC 710 but was then adjusted to 80% to provide a conservative fee rate. This adjustment reflects the nature of elementary and middle school uses where attendees are typically dropped off by parents/guardians on their way to another destination
7) The ITE 11th Edition trip generation rate for PM Peak Hour of Adjacent traffic was adjusted by the ratio of Daily to PM Peak Hour for LUC 912 to approximate a daily TGR
8) Due to only slight variation, the trip generation rates for LUC 945 2,000 to 3,999 sq ft and 4,000 to 5,499 sq ft were combined into a weighted average trip generation rate for a single land use tier of 2,000 to 5,499 sq ft

Table D-2

Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates

ITE	Land Use	Unit	Calculated Impact Fee Rate[1]	Volusia Co. Impact Fee Rate[2]	New Smyrna Beach Portion[3]	Current New Smyrna Beach Rate[4]	% Change	F.S. 163.31801 Cap[5]	% Change
RESIDENTIAL:									
210	Single Family Detached	du	$6,192	$5,464	**$728**	$1,752	-58%	**$728**	-58%
215	Single Family (Attached)	du	$5,379	$4,733	**$646**	$1,043	-38%	**$646**	-38%
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$4,193	$3,700	**$493**	$1,043	-53%	**$493**	-53%
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$2,824	$2,489	**$335**	$632	-47%	**$335**	-47%
240	Mobile Home Park	du	$2,282	$1,903	**$379**	$644	-41%	**$379**	-41%
LODGING:									
310	Hotel	room	$2,759	$2,387	**$372**	$966	-61%	**$372**	-61%
320	Motel	room	$1,332	$1,175	**$157**	$387	-59%	**$157**	-59%
RECREATION:									
411	Public Park	acre	$438	$309	**$129**	$54	139%	**$81**	50%
416	Campground/RV Park	site	$891	$607	**$284**	$644	-56%	**$284**	-56%
420	Marina	boat berth	$1,723	$1,269	**$454**	$173	162%	**$259**	50%
445	Movie Theater	1,000 sf	$18,840	$13,670	**$5,170**	$4,226	22%	**$5,170**	22%
INSTITUTIONS:									
520	Elementary School (Private)	student	$708	$523	**$185**	$36	414%	**$54**	50%
522	Middle/Junior High School (Private)	student	$661	$489	**$172**	$32	438%	**$48**	50%
525	High School (Private)	student	$691	$497	**$194**	$43	351%	**$64**	49%
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$1,431	$1,050	**$381**	$131	191%	**$196**	50%
	University/Junior College (more than 7,500 students) (Private)	student	$1,066	$793	**$273**	$76	259%	**$114**	50%
560	Church	1,000 sf	$3,193	$2,350	**$843**	$447	89%	**$670**	50%
565	Day Care Center	1,000 sf	$8,617	$6,230	**$2,387**	$650	267%	**$975**	50%
MEDICAL:									
610	Hospital	1,000 sf	$6,671	$5,720	**$951**	$691	38%	**$951**	38%
620	Nursing Home	1,000 sf	$1,828	$1,610	**$218**	$429	-49%	**$218**	-49%
OFFICE:									
710	General Office	1,000 sf	$6,145	$5,400	**$745**	$1,293	-42%	**$745**	-42%
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$14,085	$11,110	**$2,975**	$4,762	-38%	**$2,975**	-38%
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$20,218	$16,000	**$4,218**	$4,762	-11%	**$4,218**	-11%
RETAIL:									
822	Retail less than 40,000 sfgla	1,000 sfgla	$4,474	$3,210	**$1,264**	$2,080	-39%	**$1,264**	-39%
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$8,726	$6,320	**$2,406**	$2,080	16%	**$2,406**	16%
820	Retail greater than 150,000 sfgla	1,000 sfgla	$9,192	$6,710	**$2,482**	$2,080	19%	**$2,482**	19%
840/841	New and Used Car Sales	1,000 sf	$10,655	$7,830	**$2,825**	$2,718	4%	**$2,825**	4%
850	Supermarket	1,000 sf	$12,896	$9,350	**$3,546**	$3,487	2%	**$3,546**	2%
862	Home Improvement Superstore	1,000 sf	$5,385	$3,940	**$1,445**	$3,993	-64%	**$1,445**	-64%
880	Pharmacy with & without Drive-Thru	1,000 sf	$8,098	$5,870	**$2,228**	$1,681	33%	**$2,228**	33%
890	Furniture Store	1,000 sf	$2,479	$1,830	**$649**	$578	12%	**$649**	12%

Table D-2 (continued)

Summary of Impact Fee Changes and F.S. 163.31801 Capped Rates

ITE	Land Use	Unit	Calculated Impact Fee Rate[1]	Volusia Co. Impact Fee Rate[2]	New Smyrna Beach Portion[3]	Current New Smyrna Beach Rate[4]	% Change	F.S. 163.31801 Cap[5]	% Change
SERVICES:									
911	Bank/Savings Walk-In	1,000 sf	$7,727	$5,620	**$2,107**	$1,877	12%	**$2,107**	12%
912	Bank/Savings Drive-In	1,000 sf	$13,830	$10,060	**$3,770**	$3,171	19%	**$3,770**	19%
931	Fine Dining (Low Turnover) Restaurant	1,000 sf	$24,649	$18,040	**$6,609**	$5,602	18%	**$6,609**	18%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$66,725	$52,410	**$14,315**	$15,413	-7%	**$14,315**	-7%
943	Automobile Parts and Service Center	1,000 sf	$5,150	$3,770	**$1,380**	$1,186	16%	**$1,380**	16%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$8,780	$6,367	**$2,413**	$1,117	116%	**$1,675**	50%
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$13,501	$9,789	**$3,712**	$3,311	12%	**$3,712**	12%
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$17,650	$12,806	**$4,844**	$4,723	3%	**$4,844**	3%
INDUSTRIAL:									
110	General Light Industrial	1,000 sf	$2,759	$2,420	**$339**	$519	-35%	**$339**	-35%
140	Manufacturing	1,000 sf	$2,695	$2,360	**$335**	$519	-35%	**$335**	-35%
150	Warehousing	1,000 sf	$966	$850	**$116**	$232	-50%	**$116**	-50%
151	Mini-Warehouse	1,000 sf	$559	$500	**$59**	$203	-71%	**$59**	-71%

1) Source: Table D-1
2) Source: Volusia County. Rates for marina and school uses were estimated using impact fee calculations presented in the *Volusia County Impact Fee Study, Final Report, September 30, 2022*
3) Calculated impact fee rate (Item 1) minus the Volusia County impact fee rate (Item 2)
4) Source: City of New Smyrna Beach. Current rates for school (per student) and gas station (per fuel position) were estimated using the trip generation rate ratios from ITE 10th and 11th Editions
5) Pursuant to F.S. 163.31801, impact fee rates are capped at a 50 percent increase from their current rates when adopting new rates

Chapter 52 - COMPREHENSIVE IMPACT FEE ORDINANCE

ARTICLE III. – ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

The commission hereby adopts and incorporates by reference the study entitled "City of New Smyrna Beach Multi-Modal Transportation Impact Fee Update Study ~~Road Impact Fee Study for New Smyrna Beach, Florida~~," prepared by Benesch ~~Duncan Associates~~, dated March 10, 2025~~September 2019~~, including Table D-2 of the study. The total fees will be published on the City of New Smyrna Beach official website, cityofnsb.com.

(Ord. No. 50-20, § 1, 5-26-2020)

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

~~Land Use Type~~	~~ITE Code~~	~~Unit~~	~~Net Cost/Unit~~
~~Residential~~			
~~Single-Family Detached Dwelling Unit*~~	~~210~~	~~Dwelling~~	~~$1,752~~
~~Multi-Family Dwelling Unit, (1-2 Story Building)~~	~~220~~	~~Dwelling~~	~~$1,043~~
~~Multi-Family Dwelling Unit, (3+ Story Building)~~	~~222~~	~~Dwelling~~	~~$632~~
~~Non-Residential~~			
~~Shopping Center/General Retail~~	~~820~~	~~1,000 sq. ft.~~	~~$2,080~~
~~Bank with Drive-Through~~	~~912~~	~~1,000 sq. ft.~~	~~$3,171~~
~~Bank without Drive-Through~~	~~911~~	~~1,000 sq. ft.~~	~~$1,877~~
~~Restaurant~~	~~931~~	~~1,000 sq. ft.~~	~~$5,602~~
~~Restaurant with Drive-Through~~	~~934~~	~~1,000 sq. ft.~~	~~$15,413~~
~~Supermarket~~	~~850~~	~~1,000 sq. ft.~~	~~$3,487~~
~~Pharmacy~~	~~880~~	~~1,000 sq. ft.~~	~~$1,681~~
~~Convenience Store with or without Gas Sales~~	~~853~~	~~1,000 sq. ft.~~	~~$7,814~~
~~Super Convenience Store (10+ fuel pos.)~~	~~960~~	~~1,000 sq. ft.~~	~~$9,566~~
~~Home Improvement Store~~	~~862~~	~~1,000 sq. ft.~~	~~$3,993~~
~~Furniture Store~~	~~890~~	~~1,000 sq. ft.~~	~~$578~~
~~Auto Parts and Service Store~~	~~943~~	~~1,000 sq. ft.~~	~~$1,186~~
~~New and Used Car Sales~~	~~841~~	~~1,000 sq. ft.~~	~~$2,718~~
~~Movie Theater~~	~~444~~	~~1,000 sq. ft.~~	~~$4,226~~
~~Mobile Home/RV Park~~	~~240~~	~~Space~~	~~$644~~
~~Marina~~	~~420~~	~~Berth~~	~~$173~~
~~Motel~~	~~320~~	~~Room~~	~~$387~~

~~Hotel~~	~~310~~	~~Room~~	~~$966~~
~~General Office~~	~~710~~	~~1,000 sq. ft.~~	~~$1,293~~
~~Medical Office~~	~~720~~	~~1,000 sq. ft.~~	~~$4,762~~
~~Industrial/Manufacturing~~	~~110/130/140~~	~~1,000 sq. ft.~~	~~$519~~
~~Warehouse~~	~~150~~	~~1,000 sq. ft.~~	~~$232~~
~~Mini-Warehouse~~	~~151~~	~~1,000 sq. ft.~~	~~$203~~
~~Hospital~~	~~610~~	~~1,000 sq. ft.~~	~~$691~~
~~Place of Worship~~	~~560~~	~~1,000 sq. ft.~~	~~$447~~
~~Day Care Center~~	~~565~~	~~1,000 sq. ft.~~	~~$650~~
~~Nursing Home~~	~~620~~	~~1,000 sq. ft.~~	~~$429~~
~~Elementary/Secondary School~~	~~520/22/30~~	~~1,000 sq. ft.~~	~~$310~~
~~Public Park~~	~~411~~	~~Acre~~	~~$54~~
~~Other Public/Institutional~~	~~540~~	~~1,000 sq. ft.~~	~~$1,323~~
~~* Category also includes a mobile home on a single-family lot, see definition of Single-Family Detached in Section 52-2.~~			

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate

** = The fees will take effect immediately*

*** = The fees will take effect on the scheduled dates*

				Completed Building Permit Application Submitted			
				Between			On or after
ITE LUC	Land Use	Unit	2025/TBD	10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
	RESIDENTIAL:						
210	Single Family (Detached)	Dwelling	**$728** *	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646** *	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493** *	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335** *	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379** *	$379	$379	$379	$379
	LODGING:						
310	Hotel	Room	**$372** *	$372	$372	$372	$372
320	Motel	Room	**$157** *	$157	$157	$157	$157
	RECREATION:						
411	Public Park	Acre	**$81** **	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284** *	$284	$284	$284	$284
420	Marina	Boat Berth	**$259** **	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170** **	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:						
520	Elementary School (Private)	Student	**$54** **	$41	$46	$51	$54

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522	Middle/Junior High School (Private)	Student	**$48**	$36	$40	$44	$48
525	High School (Private)	Student	**$64**	$48	$53	$58	$64
540/550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196**	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114**	$86	$96	$106	$114
560	Church	1,000 sf	**$670**	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975**	$731	$812	$893	$975
	MEDICAL:						
610	Hospital	1,000 sf	**$951**	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218**	$218	$218	$218	$218
	OFFICE:						
710	General Office	1,000 sf	**$745**	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975**	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218**	$4,218	$4,218	$4,218	$4,218
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264**	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406**	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482**	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825**	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546**	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445**	$1,445	$1,445	$1,445	$1,445
880/881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228**	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649**	$614	$649	$649	$649
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	**$2,107**	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770**	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609**	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315**	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380**	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675**	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712**	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844**	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	**$339**	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335**	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116**	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59**	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

(b) Annually on October 1, the road impact fee shall be automatically adjusted by the percent change for the latest 12-month period as of the previous May 1 of the Consumer Price Index for all urban consumers for the U.S. City Average for all Services as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. The city shall provide notice of the automatic adjustment of the road impact fees pursuant to section 52-15 hereof, however no public hearing or other action by the commission shall be required in order for such adjustment to take effect. However, in the event the commission determines that an automatic rate adjustment pursuant to this paragraph will cause road impact construction to pay more than its fair share of the costs of improvements and additions to the major road network that are necessary to accommodate the expected impact generated by such growth, the commission shall decrease said rate adjustment accordingly. Annually, upon the automatic rate adjustment taking effect, the city shall post an updated rate schedule containing the revised road impact fees to the city's website, which rate schedule shall also be available at the office of the building department for review and inspection.

(Ord. No. 50-20, § 1, 5-26-2020)

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Chapter 52 - COMPREHENSIVE IMPACT FEE ORDINANCE

ARTICLE III. – ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

The commission hereby adopts and incorporates by reference the study entitled "City of New Smyrna Beach Multi-Modal Transportation Impact Fee Update Study ," prepared by Benesch, dated March 10, 2025, including Table D-2 of the study. The total fees will be published on the City of New Smyrna Beach official website, cityofnsb.com.

(Ord. No. 50-20, § 1, 5-26-2020)

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate ** = The fees will take effect immediately* *** = The fees will take effect on the scheduled dates*					**Completed Building Permit Application Submitted**			
					Between			**On or after**
					10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
ITE LUC	**Land Use**	**Unit**	**MMTIF**		**Ph. I**	**Ph. II**	**Ph. III**	**Ph. IV**
	RESIDENTIAL:							
210	Single Family (Detached)	Dwelling	**$728**	*	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646**	*	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493**	*	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335**	*	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379**	*	$379	$379	$379	$379
	LODGING:							
310	Hotel	Room	**$372**	*	$372	$372	$372	$372
320	Motel	Room	**$157**	*	$157	$157	$157	$157
	RECREATION:							
411	Public Park	Acre	**$81**	**	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284**	*	$284	$284	$284	$284
420	Marina	Boat Berth	**$259**	**	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170**	**	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:							
520	Elementary School (Private)	Student	**$54**	**	$41	$46	$51	$54
522	Middle/Junior High School (Private)	Student	**$48**	**	$36	$40	$44	$48

525	High School (Private)	Student	**$64**	**	$48	$53	$58	$64
540/550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196**	**	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114**	**	$86	$96	$106	$114
560	Church	1,000 sf	**$670**	**	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975**	**	$731	$812	$893	$975
	MEDICAL:							
610	Hospital	1,000 sf	**$951**	**	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218**	*	$218	$218	$218	$218
	OFFICE:							
710	General Office	1,000 sf	**$745**	*	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975**	*	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218**	*	$4,218	$4,218	$4,218	$4,218
	RETAIL:							
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264**	*	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406**	**	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482**	**	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825**	**	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546**	**	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445**	*	$1,445	$1,445	$1,445	$1,445
880/881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228**	**	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649**	**	$614	$649	$649	$649
	SERVICES:							
911	Bank/Savings Walk-In	1,000 sf	**$2,107**	**	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770**	**	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609**	**	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315**	*	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380**	**	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675**	**	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712**	**	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844**	**	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:							
110	General Light Industrial	1,000 sf	**$339**	*	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335**	*	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116**	*	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59**	*	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

(b) Annually on October 1, the road impact fee shall be automatically adjusted by the percent change for the latest 12-month period as of the previous May 1 of the Consumer Price Index for all urban consumers for the U.S. City Average for all Services as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. The city shall provide notice of the automatic adjustment of the road impact fees pursuant to section 52-15 hereof, however no public hearing or other action by the commission shall be required in order for such adjustment to take effect. However, in the event the commission determines that an automatic rate adjustment pursuant to this paragraph will cause road impact construction to pay more than its fair share of the costs of improvements and additions to the major road network that are necessary to accommodate the expected impact generated by such growth, the commission shall decrease said rate adjustment accordingly. Annually, upon the automatic rate adjustment taking effect, the city shall post an updated rate schedule containing the revised road impact fees to the city's website, which rate schedule shall also be available at the office of the building department for review and inspection.

(Ord. No. 50-20, § 1, 5-26-2020)

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rates

ITE LUC	Land Use	Unit	Adopted	MMTIF	% Change	F.S. Cap	% Change	MMTIF Phasing			
								Ph. I	Ph. II	Ph. III	Ph. IV
	RESIDENTIAL:										
210	Single Family (Detached)	du	$1,752	**$728**	-58%	**$728**	-58%	$728	$728	$728	$728
215	Single Family (Attached)	du	$1,043	**$646**	-38%	**$646**	-38%	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$1,043	**$493**	-53%	**$493**	-53%	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$632	**$335**	-47%	**$335**	-47%	$335	$335	$335	$335
240	Mobile Home Park	du	$644	**$379**	-41%	**$379**	-41%	$379	$379	$379	$379
	LODGING:										
310	Hotel	room	$966	**$372**	-61%	**$372**	-61%	$372	$372	$372	$372
320	Motel	room	$387	**$157**	-59%	**$157**	-59%	$157	$157	$157	$157
	RECREATION:										
411	Public Park	acre	$54	**$129**	139%	**$81**	50%	$61	$68	$75	$81
416	Campground/RV Park	site	$644	**$284**	-56%	**$284**	-56%	$284	$284	$284	$284
420	Marina	boat berth	$173	**$454**	162%	**$259**	50%	$195	$217	$239	$259
445	Movie Theater	1,000 sf	$4,226	**$5,170**	22%	**$5,170**	22%	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:										
520	Elementary School (Private)	student	$36	**$185**	414%	**$54**	50%	$41	$46	$51	$54
522	Middle/Junior High School (Private)	student	$32	**$172**	438%	**$48**	50%	$36	$40	$44	$48
525	High School (Private)	student	$43	**$194**	351%	**$64**	49%	$48	$53	$58	$64
540/550	University/Junior College (7,500 or fewer students) (Private)	student	$131	**$381**	191%	**$196**	50%	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	student	$76	**$273**	259%	**$114**	50%	$86	$96	$106	$114
560	Church	1,000 sf	$447	**$843**	89%	**$670**	50%	$503	$559	$615	$670
565	Day Care Center	1,000 sf	$650	**$2,387**	267%	**$975**	50%	$731	$812	$893	$975
	MEDICAL:										
610	Hospital	1,000 sf	$691	**$951**	38%	**$951**	38%	$756	$821	$886	$951
620	Nursing Home	1,000 sf	$429	**$218**	-49%	**$218**	-49%	$218	$218	$218	$218
	OFFICE:										
710	General Office	1,000 sf	$1,293	**$745**	-42%	**$745**	-42%	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	$4,762	**$2,975**	-38%	**$2,975**	-38%	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	$4,762	**$4,218**	-11%	**$4,218**	-11%	$4,218	$4,218	$4,218	$4,218
	RETAIL:										
822	Retail less than 40,000 sfgla	1,000 sfgla	$2,080	**$1,264**	-39%	**$1,264**	-39%	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	$2,080	**$2,406**	16%	**$2,406**	16%	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	$2,080	**$2,482**	19%	**$2,482**	19%	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	$2,718	**$2,825**	4%	**$2,825**	4%	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	$3,487	**$3,546**	2%	**$3,546**	2%	$3,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	$3,993	**$1,445**	-64%	**$1,445**	-64%	$1,445	$1,445	$1,445	$1,445
880/881	Pharmacy with & without Drive-Thru	1,000 sf	$1,681	**$2,228**	33%	**$2,228**	33%	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	$578	**$649**	12%	**$649**	12%	$614	$649	$649	$649
	SERVICES:										
911	Bank/Savings Walk-In	1,000 sf	$1,877	**$2,107**	12%	**$2,107**	12%	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	$3,171	**$3,770**	19%	**$3,770**	19%	$3,471	$3,770	$3,770	$3,770

931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	$5,602	**$6,609**	18%	**$6,609**	18%	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$15,413	**$14,315**	-7%	**$14,315**	-7%	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	$1,186	**$1,380**	16%	**$1,380**	16%	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	$1,117	**$2,413**	116%	**$1,675**	50%	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	fuel pos.	$3,311	**$3,712**	12%	**$3,712**	12%	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	fuel pos.	$4,723	**$4,844**	3%	**$4,844**	3%	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:										
110	General Light Industrial	1,000 sf	$519	**$339**	-35%	**$339**	-35%	$339	$339	$339	$339
140	Manufacturing	1,000 sf	$519	**$335**	-35%	**$335**	-35%	$335	$335	$335	$335
150	Warehousing	1,000 sf	$232	**$116**	-50%	**$116**	-50%	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	$203	**$59**	-71%	**$59**	-71%	$59	$59	$59	$59

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 31-25 Transportation Impact Fee

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☑ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☑ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

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ORDINANCE NO. 31-25

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH CODE OF ORDINANCES; AMENDING CHAPTER 52, COMPREHENSIVE IMPACT FEE ORDINANCE, SECTIONS 52-20 AND 52-21 TO ADOPT THE CITY OF NEW SMYRNA BEACH 2025 IMPACT FEE STUDY RELATED TO ROAD IMPACT FEES AND IMPOSE THE REVISED RATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute Section 163.31801 requires that impact fees must be based on the most recent and localized data; and

WHEREAS, Section 52-13, City Code, requires that the impact fee studies be reviewed at least every five years; and

WHEREAS, Benesch has prepared the most recent impact fee study report for the City's use dated March 10, 2025, related to Multi-Modal Transportation Impact Fee Update Study; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to amend the New Smyrna Beach Code of Ordinances, as more particularly set forth hereinafter, to reflect the changes necessary to implement the impact fee study.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That Chapter 52, Comprehensive Impact Fee Ordinance, Article III, Road Impact Fees, Section 52-20 of the City of New Smyrna Beach Code of Ordinances is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

CHAPTER 52. COMPREHENSIVE IMPACT FEE ORDINANCE

. . .

ARTICLE III. ROAD IMPACT FEES

Sec. 52-20. Adoption of impact fee study.

The commission hereby adopts and incorporates by reference the study entitled "City of New Smyrna Beach Multi-Modal Transportation Impact Fee Update Study~~Road Impact Fee Study for New Smyrna Beach, Florida~~," prepared by Benesch ~~Duncan Associates~~, dated March 10, 2025 ~~September 2019~~ including Table D-2 of the study. The total fees will be published on the City of New Smyrna Beach official website, cityofnsb.com.

SECTION 2: ***Amendment.*** That Chapter 52, Comprehensive Impact Fee Ordinance, Article III, Road Impact Fees, Section 52-21 of the City of New Smyrna Beach Code of Ordinances is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 52-21. Imposition of road impact fees.

(a) All road impact construction occurring within the city shall pay the following road impact fee prior to the issuance of a building permit for such road impact construction as provided in section 52-6 above:

City of New Smyrna Beach Multi-Modal Transportation Impact Fee Rate ** = The fees will take effect immediately* *** = The fees will take effect on the scheduled dates*					**Completed Building Permit Application Submitted**			
					Between			**On or after**
					10/20/2025 and 10/19/2026	10/20/2026 and 10/19/2027	10/20/2027 and 10/19/2028	On or after 10/20/2028
	RESIDENTIAL:							
210	Single Family (Detached)	Dwelling	**$728**	*	$728	$728	$728	$728
215	Single Family (Attached)	Dwelling	**$646**	*	$646	$646	$646	$646
220	Multi-Family Housing (Low-Rise, 1-3 floors)	Dwelling	**$493**	*	$493	$493	$493	$493
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	Dwelling	**$335**	*	$335	$335	$335	$335
240	Mobile Home Park	Dwelling	**$379**	*	$379	$379	$379	$379
	LODGING:							
310	Hotel	Room	**$372**	*	$372	$372	$372	$372
320	Motel	Room	**$157**	*	$157	$157	$157	$157
	RECREATION:							
411	Public Park	Acre	**$81**	**	$61	$68	$75	$81
416	Campground/RV Park	Site	**$284**	*	$284	$284	$284	$284
420	Marina	Boat Berth	**$259**	**	$195	$217	$239	$259
445	Movie Theater	1,000 sf	**$5,170**	**	$4,698	$5,170	$5,170	$5,170
	INSTITUTIONS:							
520	Elementary School (Private)	Student	**$54**	**	$41	$46	$51	$54
522	Middle/Junior High School (Private)	Student	**$48**	**	$36	$40	$44	$48
525	High School (Private)	Student	**$64**	**	$48	$53	$58	$64

540/ 550	University/Junior College (7,500 or fewer students) (Private)	Student	**$196** **	$147	$163	$179	$196
	University/Junior College (more than 7,500 students) (Private)	Student	**$114** **	$86	$96	$106	$114
560	Church	1,000 sf	**$670** **	$503	$559	$615	$670
565	Day Care Center	1,000 sf	**$975** **	$731	$812	$893	$975
	MEDICAL:						
610	Hospital	1,000 sf	**$951** **	$756	$821	$886	$951
620	Nursing Home	1,000 sf	**$218** *	$218	$218	$218	$218
	OFFICE:						
710	General Office	1,000 sf	**$745** *	$745	$745	$745	$745
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$2,975** *	$2,975	$2,975	$2,975	$2,975
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$4,218** *	$4,218	$4,218	$4,218	$4,218
	RETAIL:						
822	Retail less than 40,000 sfgla	1,000 sfgla	**$1,264** *	$1,264	$1,264	$1,264	$1,264
821	Retail 40,000 to 150,000 sfgla	1,000 sfgla	**$2,406** **	$2,243	$2,406	$2,406	$2,406
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$2,482** **	$2,281	$2,482	$2,482	$2,482
840/841	New/Used Auto Sales	1,000 sf	**$2,825** **	$2,772	$2,825	$2,825	$2,825
850	Supermarket	1,000 sf	**$3,546** **	$2,517	$3,546	$3,546	$3,546
862	Home Improvement Superstore	1,000 sf	**$1,445** *	$1,445	$1,445	$1,445	$1,445
880/ 881	Pharmacy with & without Drive-Thru	1,000 sf	**$2,228** **	$1,818	$1,955	$2,092	$2,228
890	Furniture Store	1,000 sf	**$649** **	$614	$649	$649	$649
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	**$2,107** **	$1,992	$2,107	$2,107	$2,107
912	Bank/Savings Drive-In	1,000 sf	**$3,770** **	$3,471	$3,770	$3,770	$3,770
931	Fine Dining (Low-Turnover) Restaurant	1,000 sf	**$6,609** **	$6,106	$6,609	$6,609	$6,609
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$14,315** *	$14,315	$14,315	$14,315	$14,315
943	Automobile Parts and Service Center	1,000 sf	**$1,380** **	$1,283	$1,380	$1,380	$1,380
944	Gas Station w/Convenience Market <2,000 sq ft	Fuel Pos.	**$1,675** **	$1,257	$1,397	$1,537	$1,675
945	Gas Station w/Convenience Market 2,000-5,499 sq ft	Fuel Pos.	**$3,712** **	$3,512	$3,712	$3,712	$3,712
	Gas Station w/Convenience Market 5,500+ sq ft	Fuel Pos.	**$4,844** **	$4,784	$4,844	$4,844	$4,844
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	**$339** *	$339	$339	$339	$339
140	Manufacturing	1,000 sf	**$335** *	$335	$335	$335	$335
150	Warehousing	1,000 sf	**$116** *	$116	$116	$116	$116
151	Mini-Warehouse	1,000 sf	**$59** *	$59	$59	$59	$59

sfgla = Square Footage of Gross Leasable Area

SECTION 3. ***Notice of Revised Impact Fees.*** The City Manager is hereby directed to publish a notice once in a newspaper of general circulation within the City which notice shall include: (A) a brief and general description of the Road Impact Fee, (B) a description of the geographic area in which the Road Impact Fee will be collected; (C) the Road Impact Fee rates to be imposed for each land use category; and (D) the date of implementation of the Road Impact Fee rates set forth in the notice, which date shall not be earlier than ninety (90) days after the date of publication of the notice for any increased fee. Reduced impact fees shall take effect immediately.

SECTION 4: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 5: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on July 8, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 6: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 7: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 9: ***Effective Date.*** This Ordinance shall become effective upon adoption and any impact fees that have been reduced from the previous study shall take effect immediately. Any impact fees that have increased shall be effective 90 days after adoption and advertisement of the revised impact fee schedule. Those fees that are increased more than 25% shall be implemented over time as set forth in the table of Section 2 of this ordinance.

APPROVED AS TO FORM AND CORRECTNESS:

/s/ CARRIE AVALLONE
City Attorney

DATE: May 20, 2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 32-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 0.36 ± ACRES OF PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE.

May 27, 2025

Background:

Applicant and Property Owner: Richard and Michelle Strong, 1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Un-incorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

Tax I.D. Number: 7312-00-00-0060

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property at 1198 N Golf Lake Drive is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as**Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on N Lake Dive has a 6-inch PVC water service line in the N Golf Lake Drive right-of-way, but sewer service and Reclaim service are not available. A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on N Golf Lake Driver Trail is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on May 5, 2025, the Planning and Zoning Board voted, 6-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

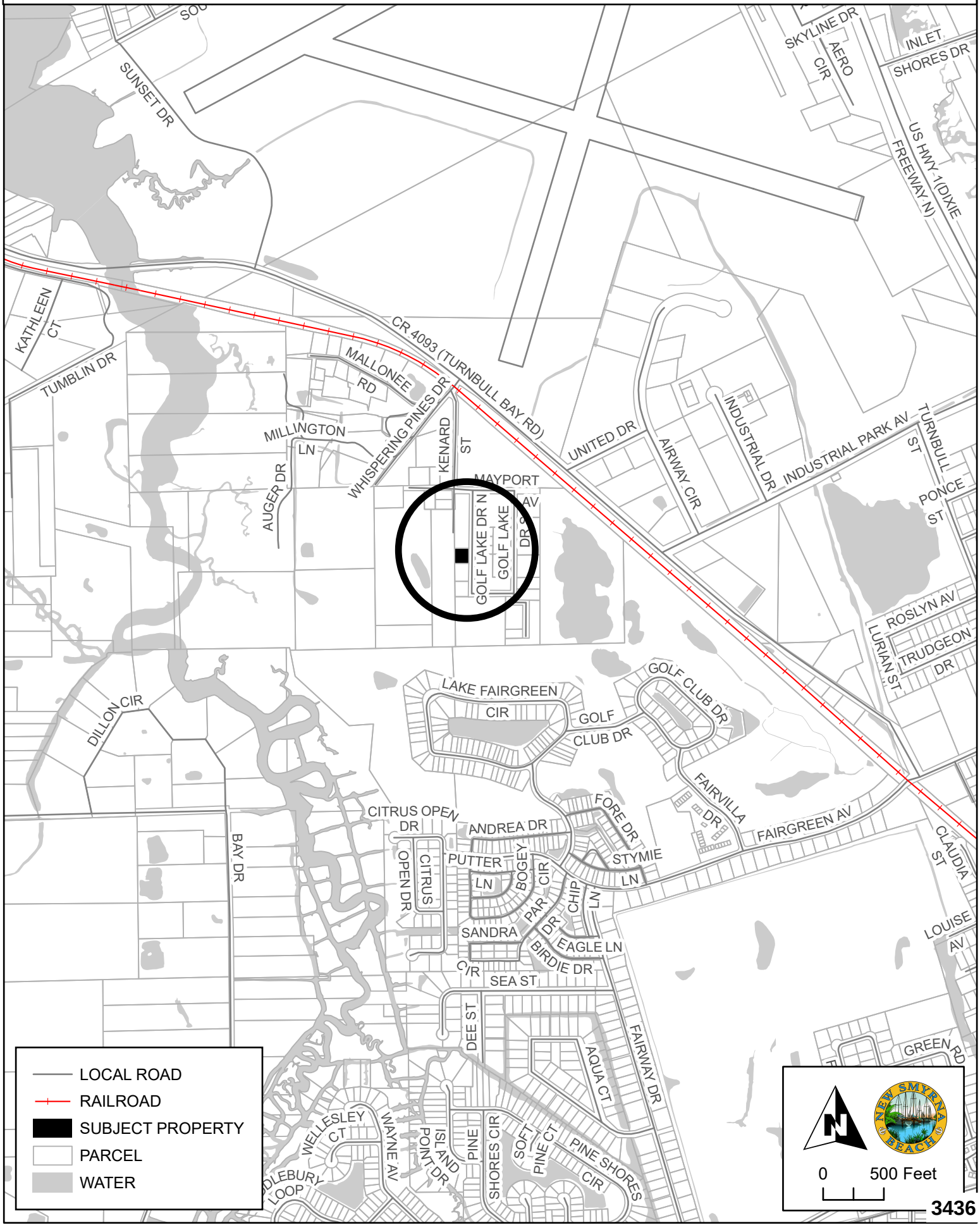
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Warranty Deed.pdf
Business Impact Estimate - Ord 32-25 1198 N Golf Lake Dr.pdf
Ord 32-25 Annex 1198 N Golf Lake Dr.pdf

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 LOCATION MAP



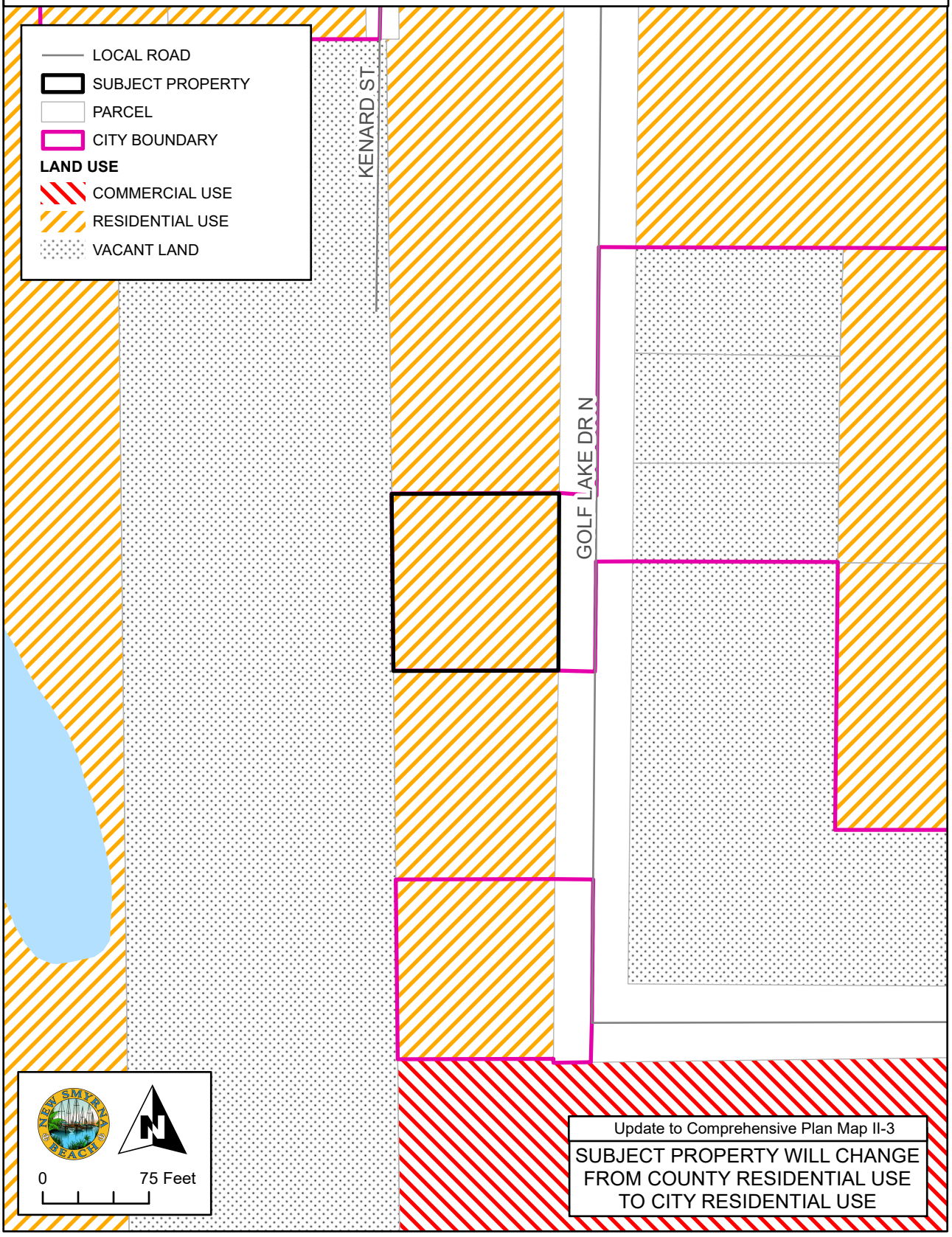
3436

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 AERIAL MAP



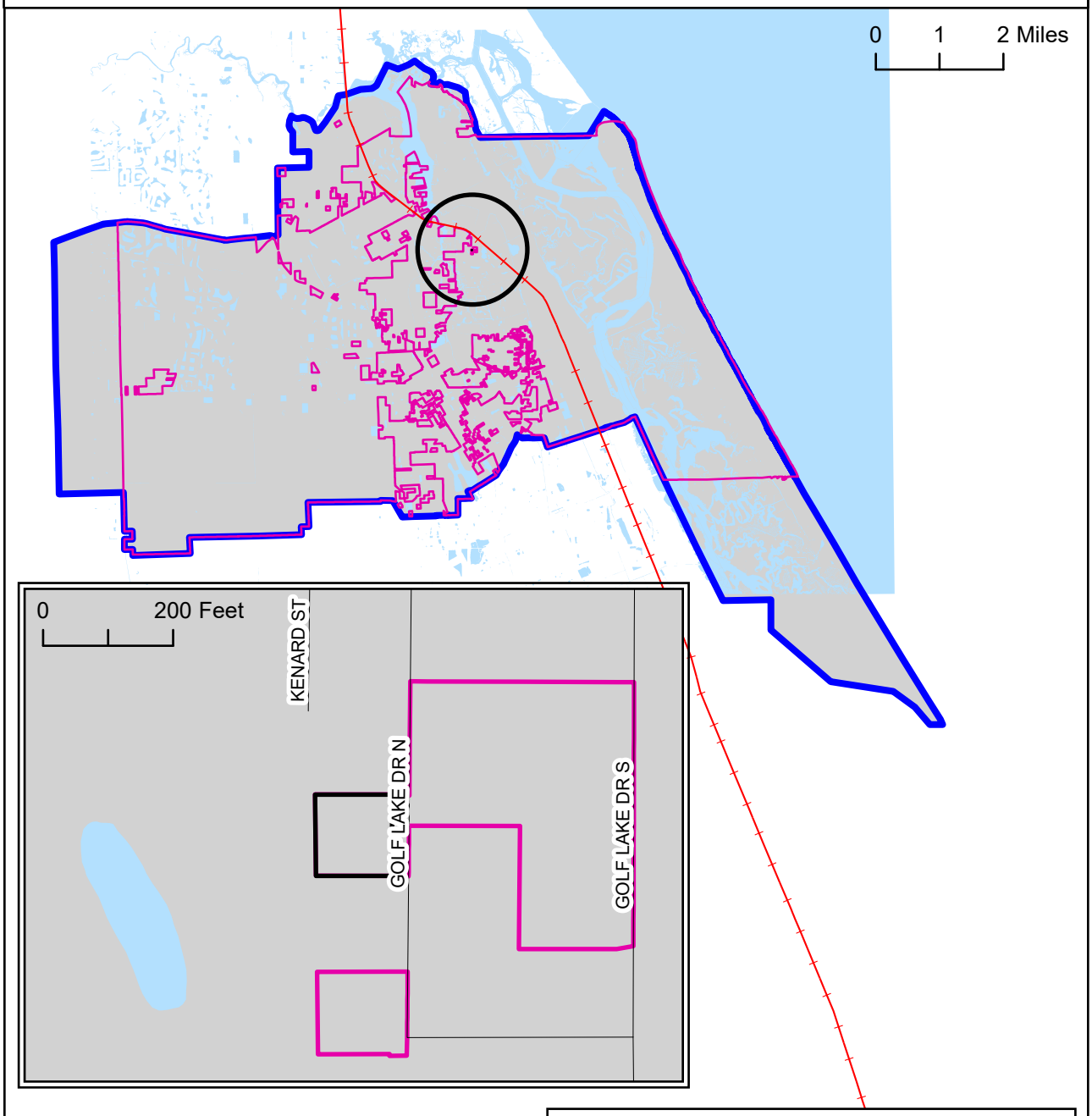
EXISTING LAND USE DESIGNATIONS

A-5-25



WATER AND SEWER SERVICE AREA

A-5-25

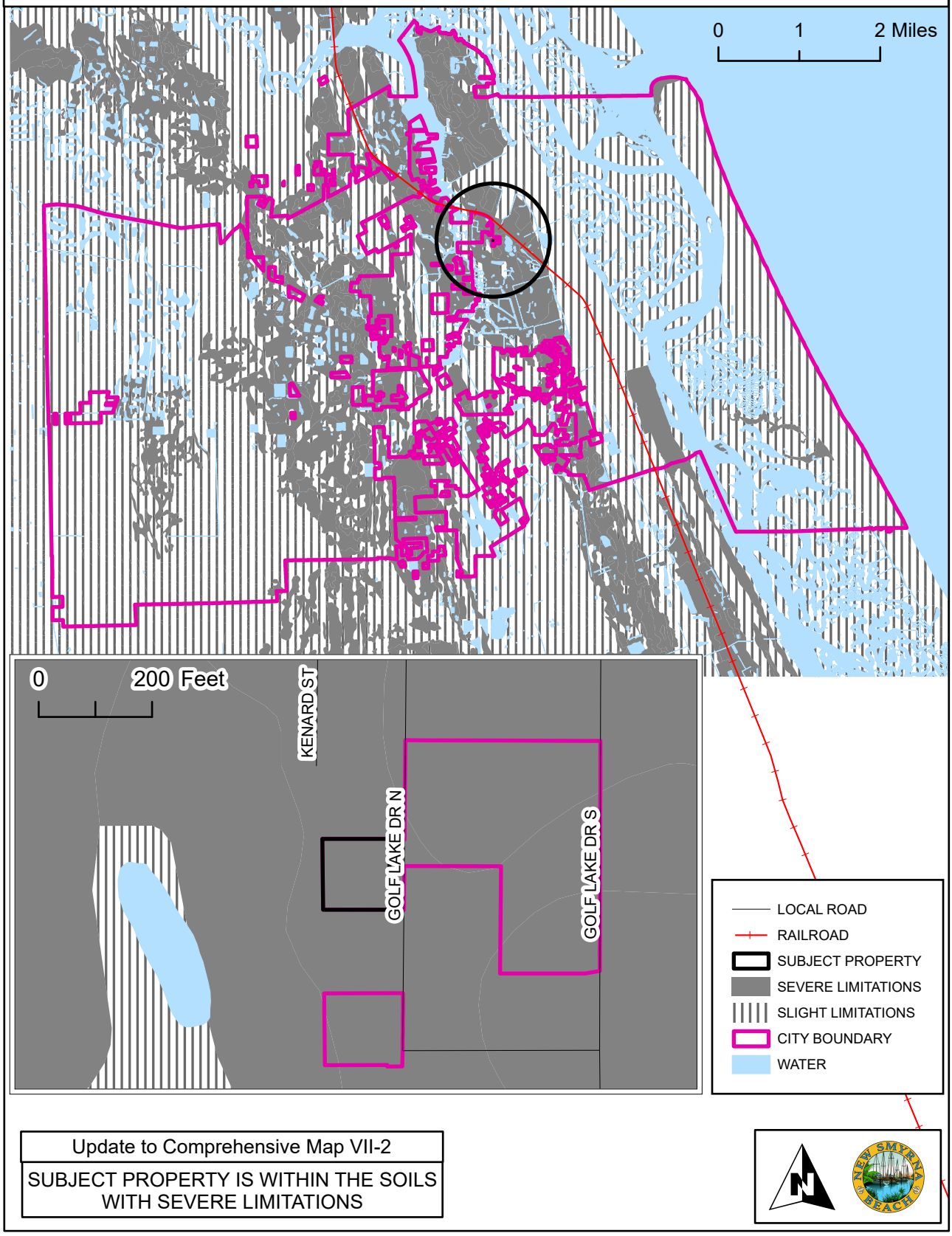


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-5-25

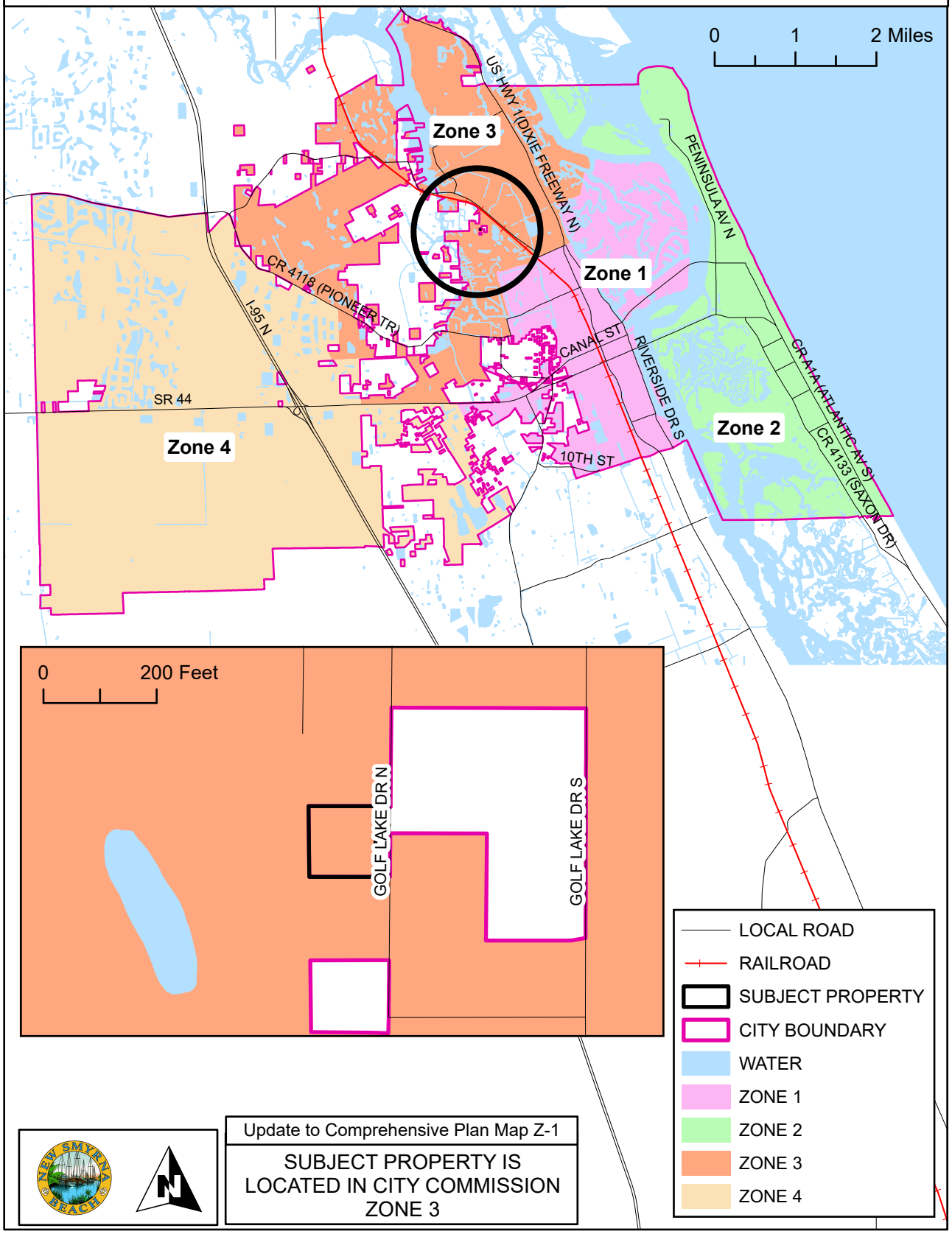


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

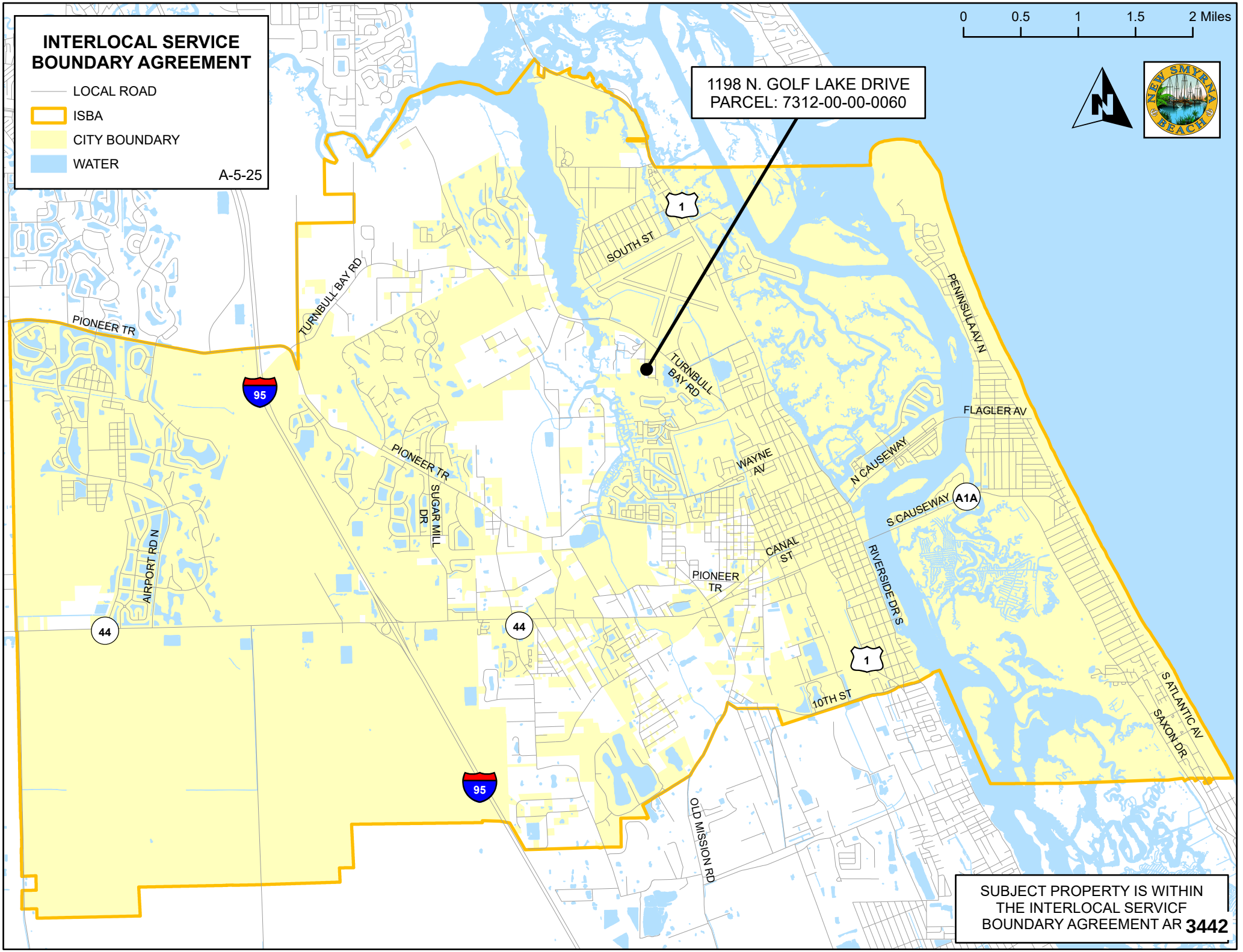
COMMISSION ZONES

A-5-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
NEW SMYRNA BEACH
SOUTH ST
TURNBULL BAY RD
PIONEER TR
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3442

LEGAL DESCRIPTION

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel Identification Number: 731200000060

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2019**.

In Witness Whereof, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

Julie C. Christi

Robert Phelan

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 18th day of March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 32-25 Annexing 1198 N. Golf Lake Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 32-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 3; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on May 5, 2025, by a vote of 6-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 3. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

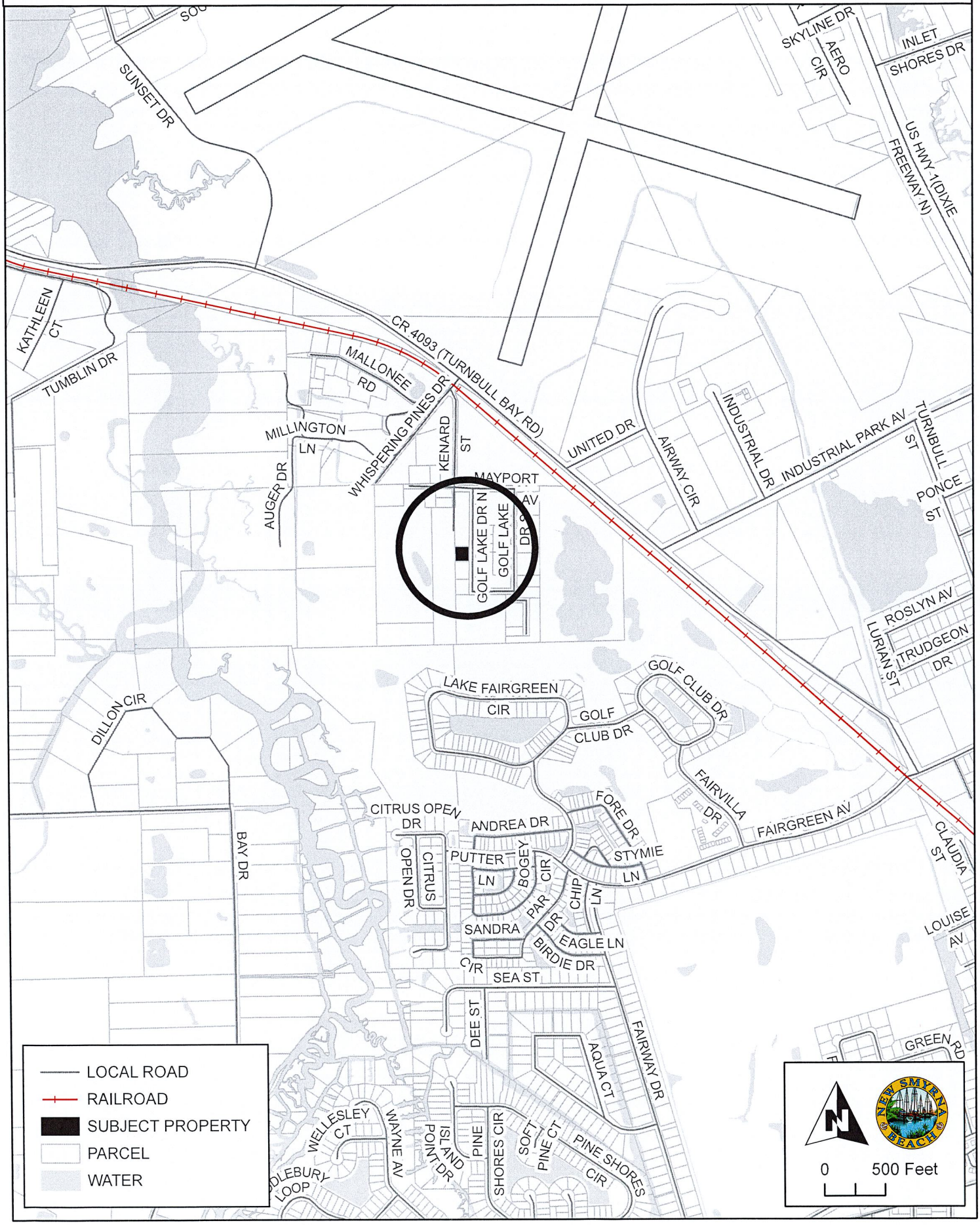
AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

EXHIBIT "A"

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 LOCATION MAP



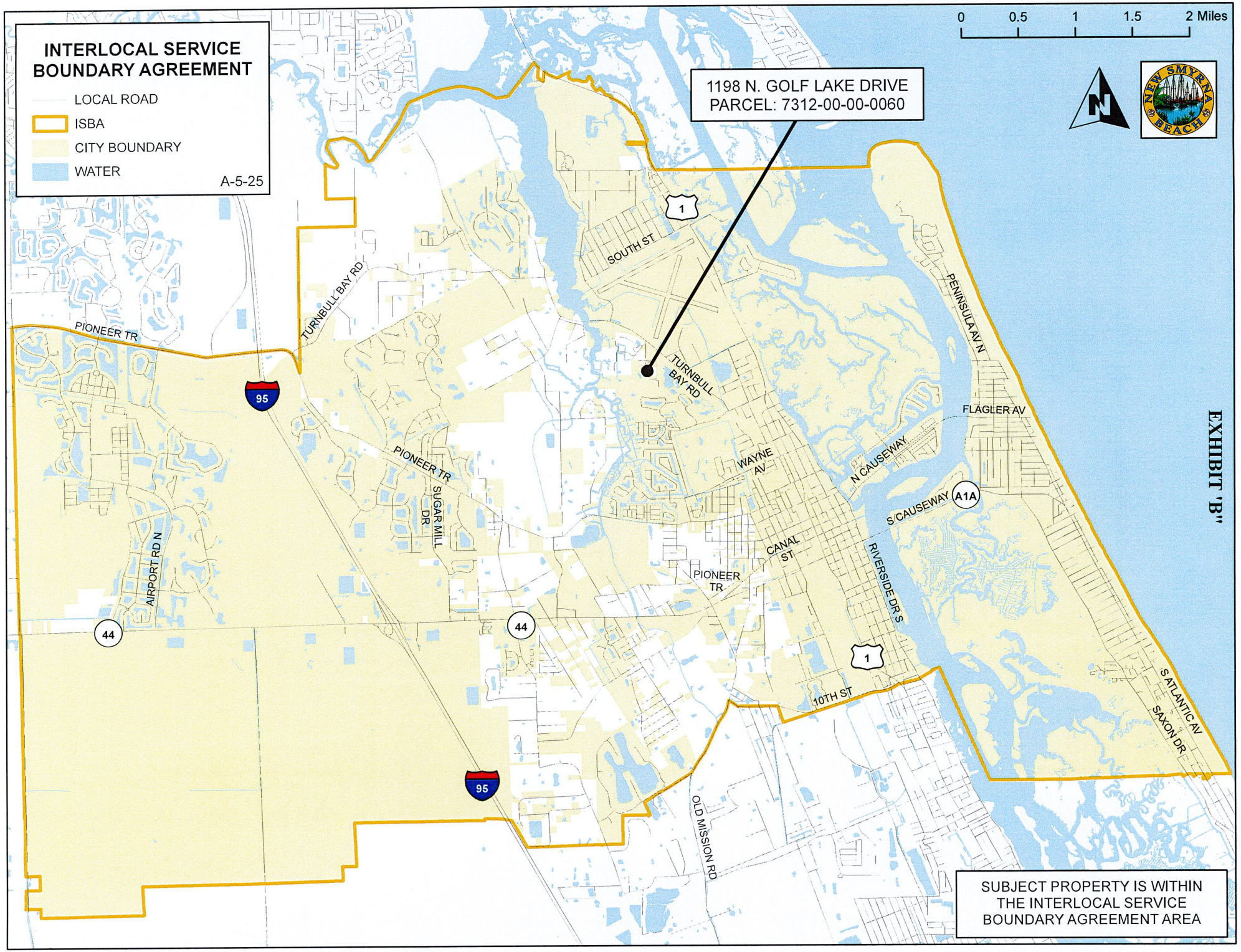
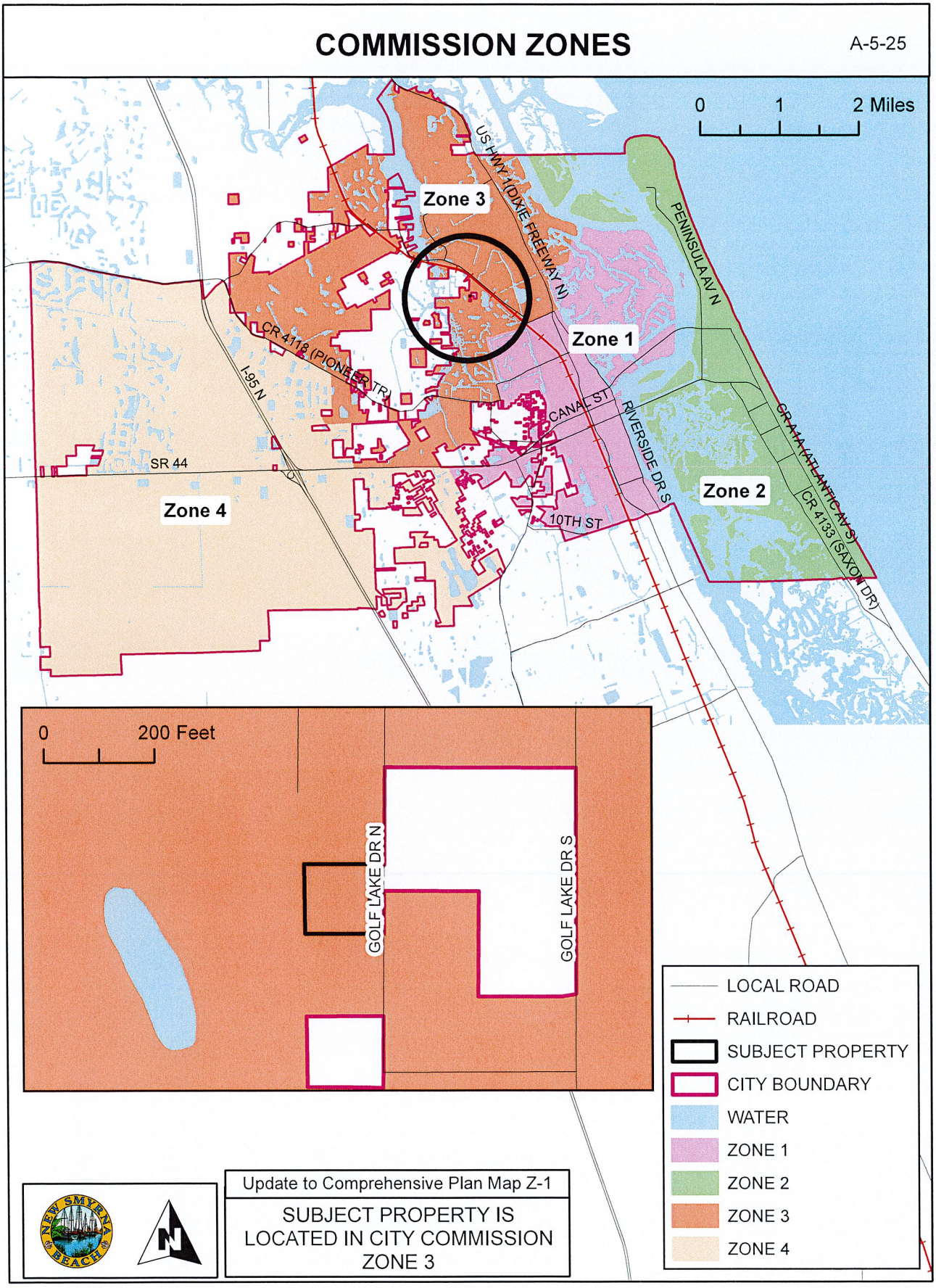

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
EXHIBIT 'B'
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1

EXHIBIT "C"


COMMISSION ZONES
A-5-25
0
1
2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
0
200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 33-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND PUBLIC HEARING WOULD APPROVE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO CITY RURAL FOR PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant and Property Owner: Richard and Michelle Strong, 1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Request: Voluntary annexation, *Comprehensive Plan* amendment, and rezoning:

- **From:** Volusia County Future Land Use (FLU) category of Rural.
- **To:** City FLU category of Rural.

Site Information:

- **Size:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

Tax I.D. Number: 7312-00-00-0060

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved

on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on N Golf Lake Drive is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. As discussed above, the existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City Rural Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on N Lake Dive has a 6-inch PVC water service line in the N Golf Lake Drive right-of-way, but sewer service and Reclaim service are not available. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on N Golf Lake Driver Trail is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 3 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on May 5, 2025, the planning and Zoning Board voted, 6-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use category to City Rural as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use category to City Rural as part of an overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
Yes

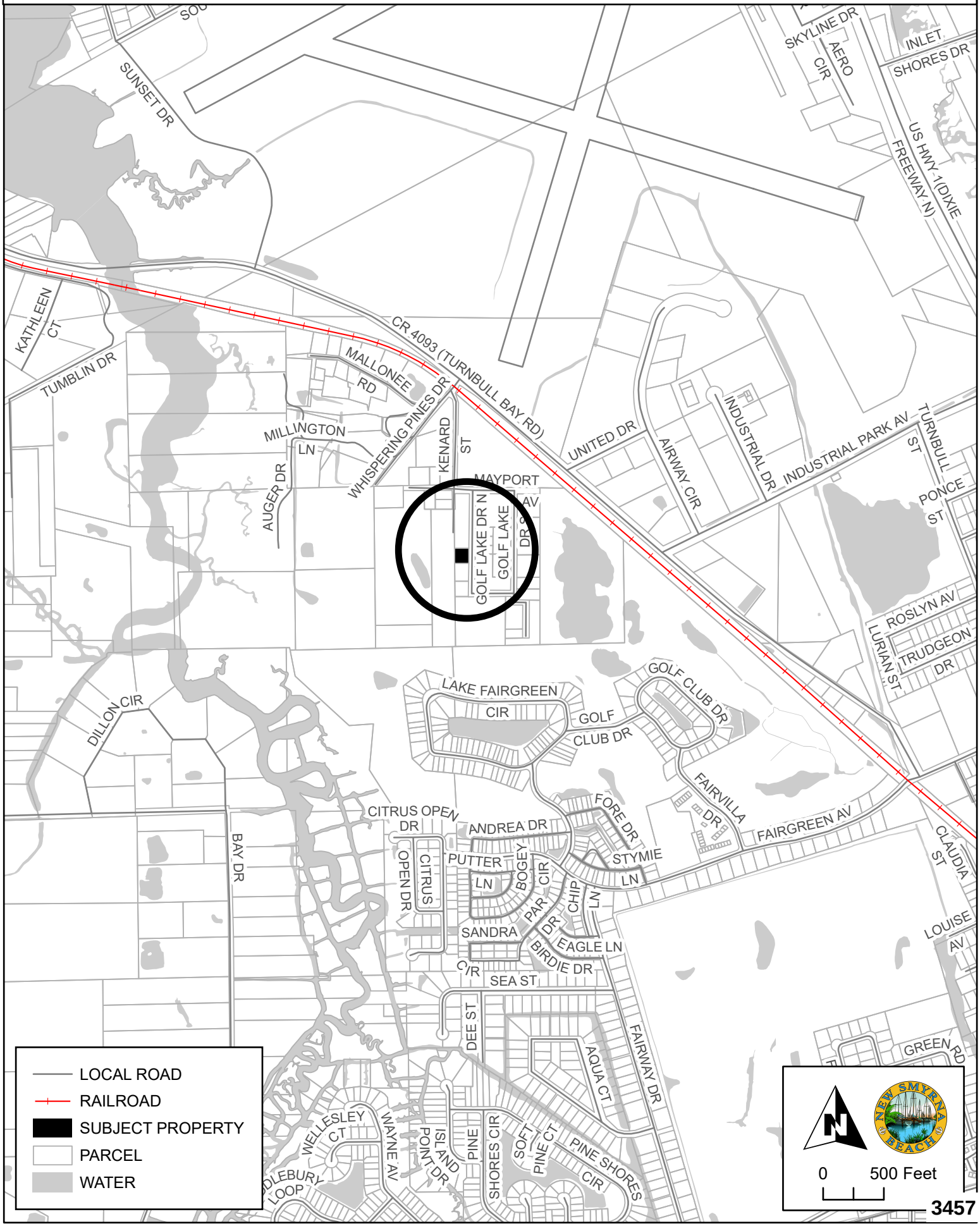
Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Rural Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Rural FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit N Airport Runway Protection Zones.pdf

Exhibit O Bicycle and Pedestrian Facilities.pdf
Exhibit P Boat Slip Siting.pdf
Exhibit Q City Parks.pdf
Exhibit R Coastal High Hazard Areas.pdf
Exhibit S Evacuation Routes.pdf
Exhibit T Existing Traffic Lanes - 2009.pdf
Exhibit U Number of Traffic Lanes - 2025.pdf
Exhibit V Existing Level of Service - 2009.pdf
Exhibit W Level of Service - 2025.pdf
Exhibit X Flood Prone Areas.pdf
Exhibit Y Neighborhood Map.pdf
Exhibit Z Public Transit Routes.pdf
Exhibit AA Commission Zones Map.pdf
Exhibit BB Interlocal Service Boundary Agreement Map.pdf
Exhibit CC Legal Description.pdf
Exhibit DD Warranty Deed.pdf
Business Impact Estimate - Ord 33-25 1198 N Golf Lake Dr.pdf
Ord 33-25 Small Scale 1198 N Golf Lake Dr.pdf

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 LOCATION MAP



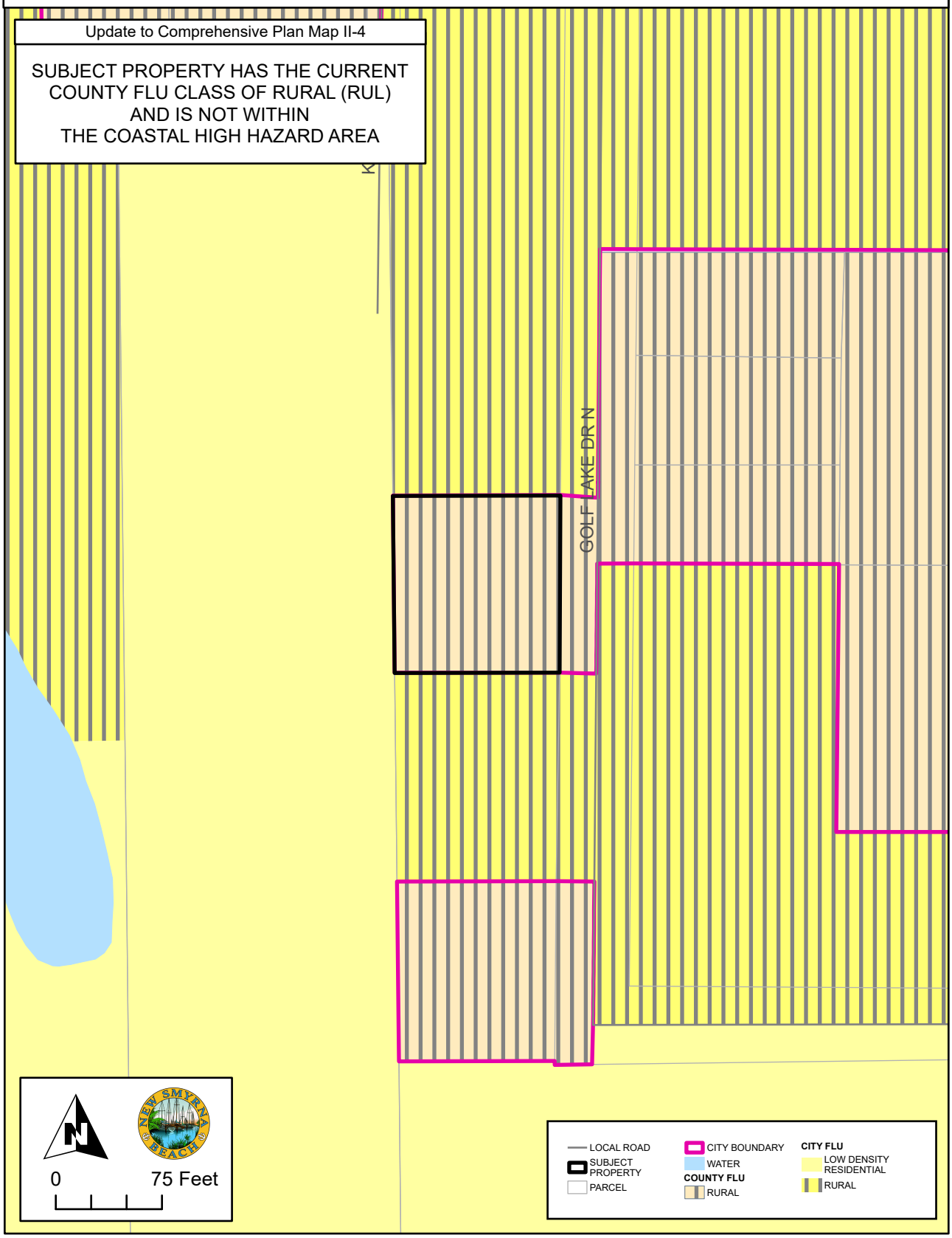
3457

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-5-25



Rural (R)

This designation consists of areas which are a mixture of agriculture and low density residential development. Rural areas provide two functions, the first being a transitional use between the agricultural and urban uses and the second would be a rural community which serves as the economic focal point of a small region. Rural areas should be developed in a manner consistent with the retention of agriculture and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

(1) Lands designated as rural shall be developed at a density of one (1) dwelling unit per five (5) acres. This density allowance may be increased under specific conditions as follows:

(a) The subject parcel is within six-hundred-and-sixty feet (660') of an existing subdivision with a density less than one (1) dwelling unit per five (5) acres. In this case the rural land may be developed at a similar density not to exceed one (1) dwelling unit per one (1) acre and with lot sizes similar and compatible with said qualifying subdivision.
(b) The subject parcel is adjacent to an urban land use. In this case the rural land may develop at a similar density not to exceed one (1) dwelling unit per one (1) acre, or intensity not to exceed a maximum Floor Area Ratio of twenty-five percent (0.25 FAR).
(c) In addition to the above conditions, the appropriateness of allowing densities less than one (1) dwelling unit per five (5) acres will also be subject to the following:

i. Compatibility of the proposed development in the context of existing uses, including the proximity of agricultural uses;
ii. Public facility capacity in the area, including the availability of paved public roads;
iii. Suitability for wells and septic tank usage (i.e. existence of hydric soils);
iv. The natural features of the subject parcel such as soils, vegetation, wildlife habitat and flood plain; and,
v. If applicable, consistency with Local Plans associated with this Element.

(2) There are two subcategories of the rural designation that address past development decisions. These subcategories are Rural Community and Rural Recreation. They are identified on the Special Rural Areas Map Series, presented in Appendix 1. These areas of intense or potentially intense development provide the mixed use concept to the rural areas. They help limit urban sprawl by providing services not necessarily found in remote rural areas thus reducing the number of trips out of these rural areas. Also allowing some limited urban type of development may help promote economic growth in the

rural areas as well. In designated Rural Communities and Rural Recreation areas where densities are greater than one (1) unit per acre, existing platted lots, undeveloped subdivisions, or other pre-existing developments shall be permitted subject to zoning requirements. However, any new development or subdivision of land shall have to comply with current County regulations.

(a) Rural Community - A rural community is characterized by a concentration of a permanent population, sometimes reaching over one-thousand (1,000) persons. These communities serve as the focal point for a specific neighborhood and generally contain existing lots less than one (1) acre in size. There may be commercial uses at a level to serve the immediate population. Commercial, retail and personal services may be allowed within the lower end of the range of what is can commonly be referred to as a neighborhood business (30,000 to 50,000 sq. ft. of gross leasable area) and shall not exceed a thirty-five percent Floor Area Ratio (0.35 FAR). The community commonly extends between one-half (½) to one (1) mile from the focal point which is usually the intersection of two rural roads. A rural community may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the overlying land use designation, however, if existing zoning is more intense than the land use designation, a change to a similar intensity zoning classification may be permitted (e.g., small lot single family residential to small lot mobile home). Existing agricultural operations shall be allowed even if currently zoned for nonagricultural uses.

The following areas are considered Rural Communities:

i Seville
ii Barberville
iii Volusia
iv Cassadaga
v DeLeon Springs
vi Emporia

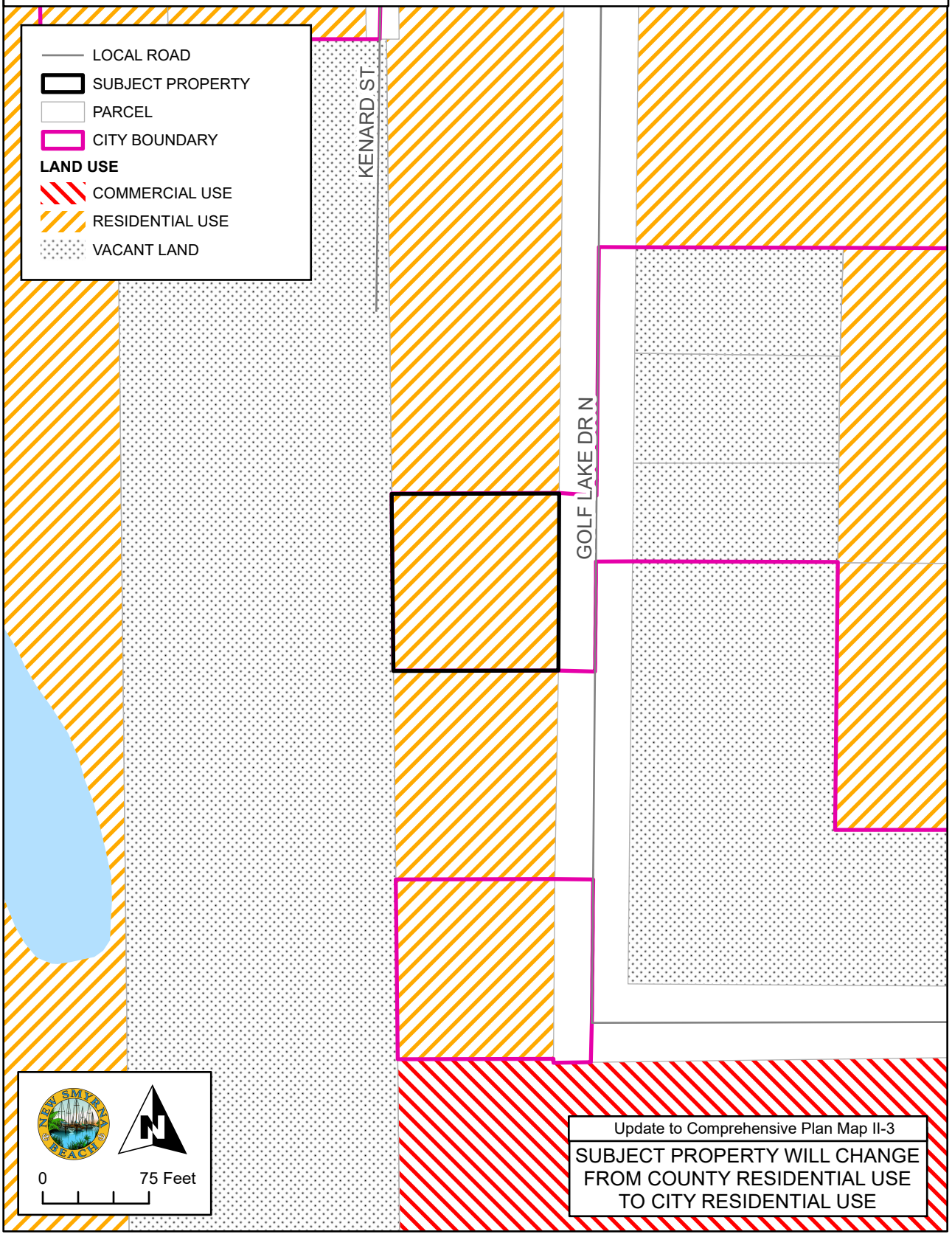
(b) Rural Recreation - Limited areas of intense use located in remote rural areas along the St. Johns River. These areas are used for launching and/or storing boats with areas available for camping (RV sites are included). These areas may also contain single and multi-family dwelling units, hotels, bait shops, restaurants, and gas stations. Many of them are commonly referred to as fish camps. This designation is intended to be treated in a similar manner as the Rural Community in that the existing zoning (at the time of the effective date of the Comprehensive Plan) may remain and be developed consistent with current land development regulations. New requests for zoning changes must be consistent with the Comprehensive Plan, as stated under Rural Community.

The following areas are considered Rural Recreation areas:

i Pine Island
ii Shell Harbor Estates
iii Volusia Bar
iv South Moon
v Paramore
vi Highland Park
vii Daisy Lake
viii Crows Bluff
ix St. Johns River Acres
x Lemon Bluff
xi Baxter Point
xii Lakeview
xiii St. Johns Gardens

EXISTING LAND USE DESIGNATIONS

A-5-25



RURAL

(Up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre) This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of Future Land Use Element public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

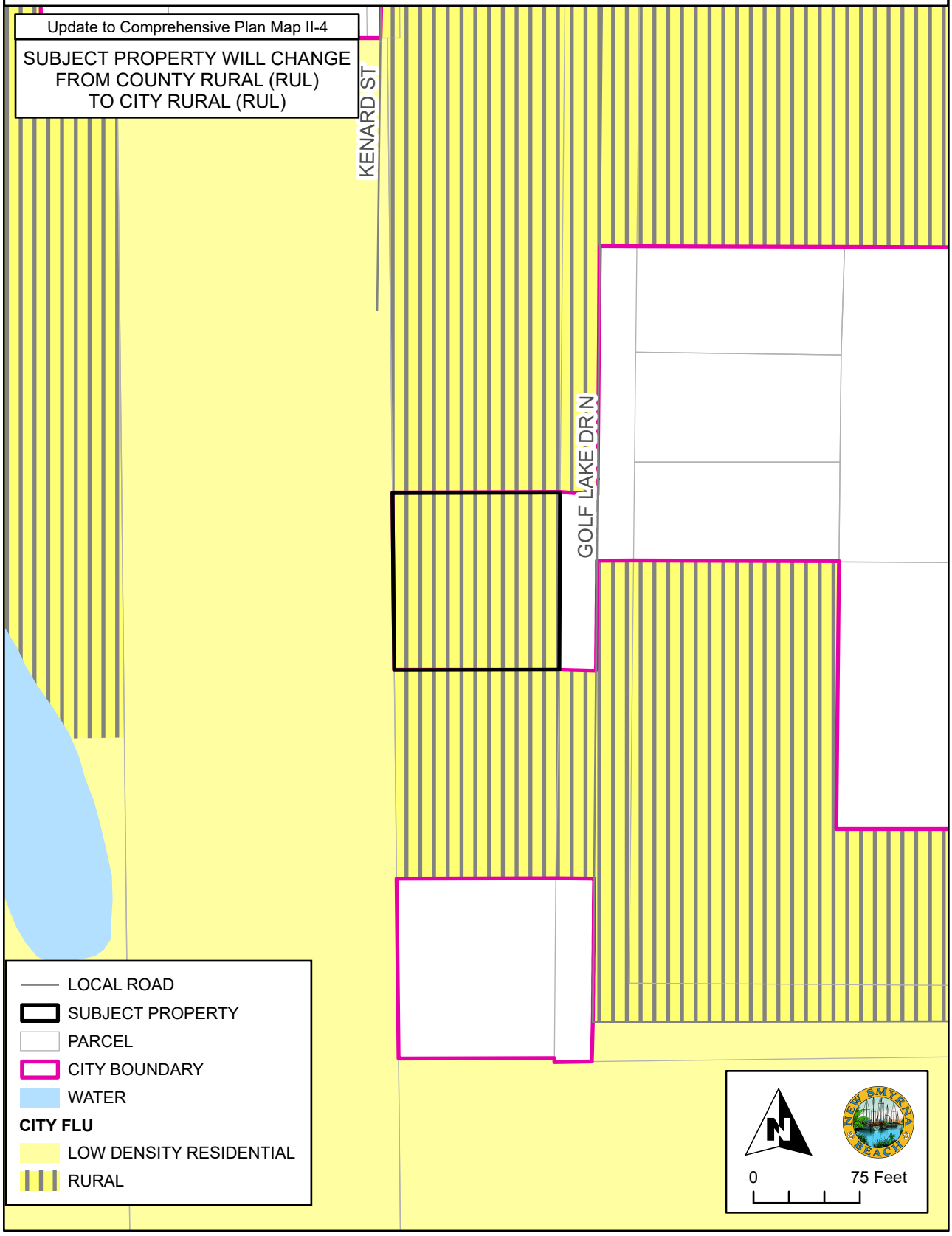
The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent parcels and there is legal assurance that the property not included in the fee simple cluster lots are owned in common by the fee simple lot owners and will not be subsequently developed.

The density shall be determined as follows: Vacant parcels of land in the vicinity of existing exempt or approved platted subdivisions on or before April 3, 1990, with lot sizes from 1 unit per acre to 1 unit per 5 acres or vacant parcels of land immediately adjacent to an urban FLU category may be developed with similar density or lot sizes but not less than one (1) unit per acre. Only that portion of a parcel(s) that is within 660 feet from the above described existing exempt or approved subdivision or urban FLU category boundary, as of the adoption date of the Rural FLU category, is considered “in the vicinity.” Note: If a parcel that is “in the vicinity” is covered by more than fifty percent (50%) of the 660 feet extension, then the remaining portion of that parcel which is 10 acres or less is eligible for increased density.

Although the adjacency to the conditions described above allows for the potential of subdivisions with lots less than 5 acres in size, the actual lot size will be dependent upon the following: Compatibility of the proposed development will be viewed within the context of existing uses, public facility capacity in the area, suitability for wells and septic tank usage, and the natural features of the parcel in question, such as soils, vegetation, and floodplain. Vacant parcels or tracts of land that do not meet the preceding criteria or are in areas which have not been previously platted with lots less than 5 acres in size shall only be developed with lot sizes that are 5 acres or greater or in cluster developments at a density of no greater than one (1) unit per five (5) acres.

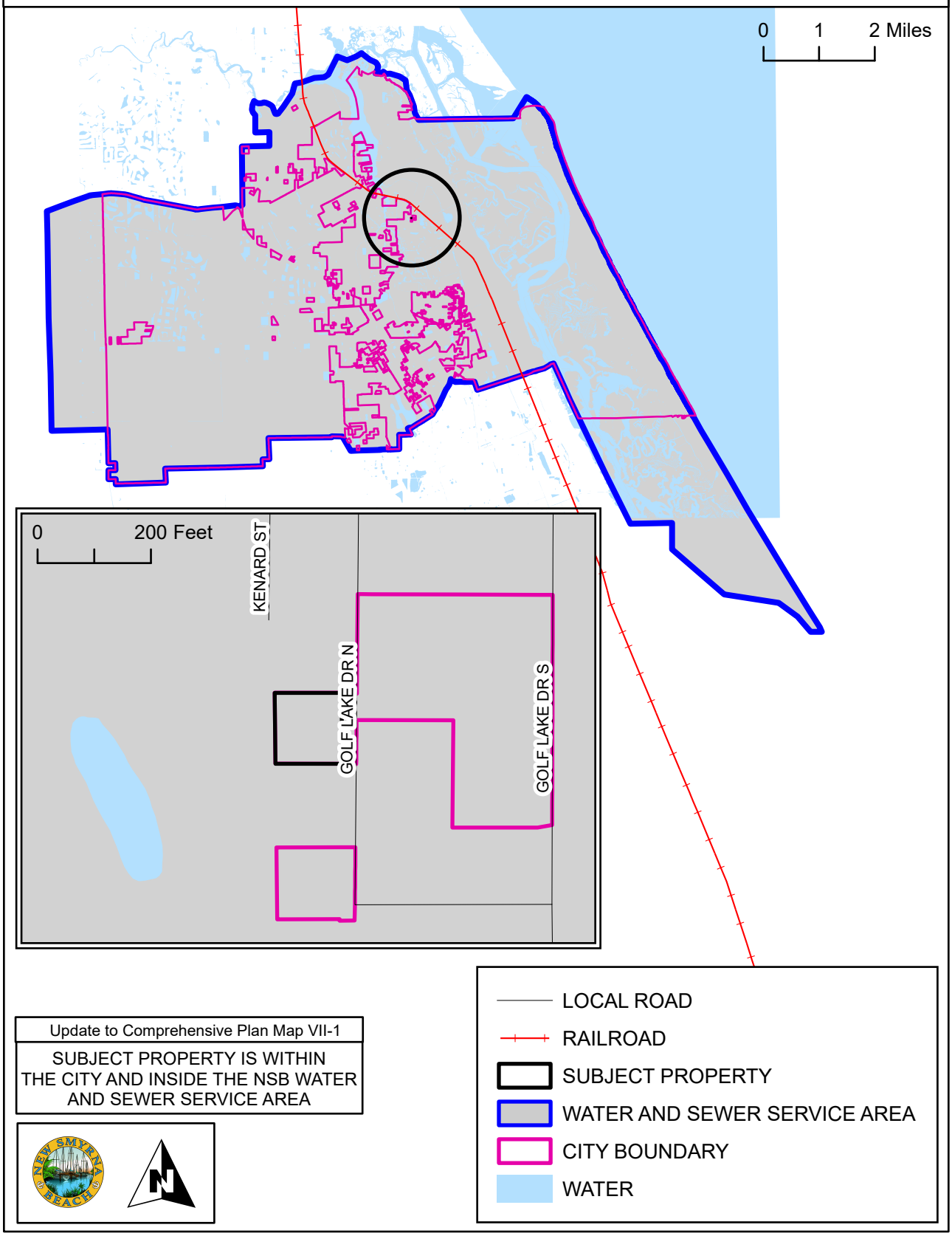
PROPOSED FUTURE LAND USE DESIGNATIONS

A-5-25



WATER AND SEWER SERVICE AREA

A-5-25

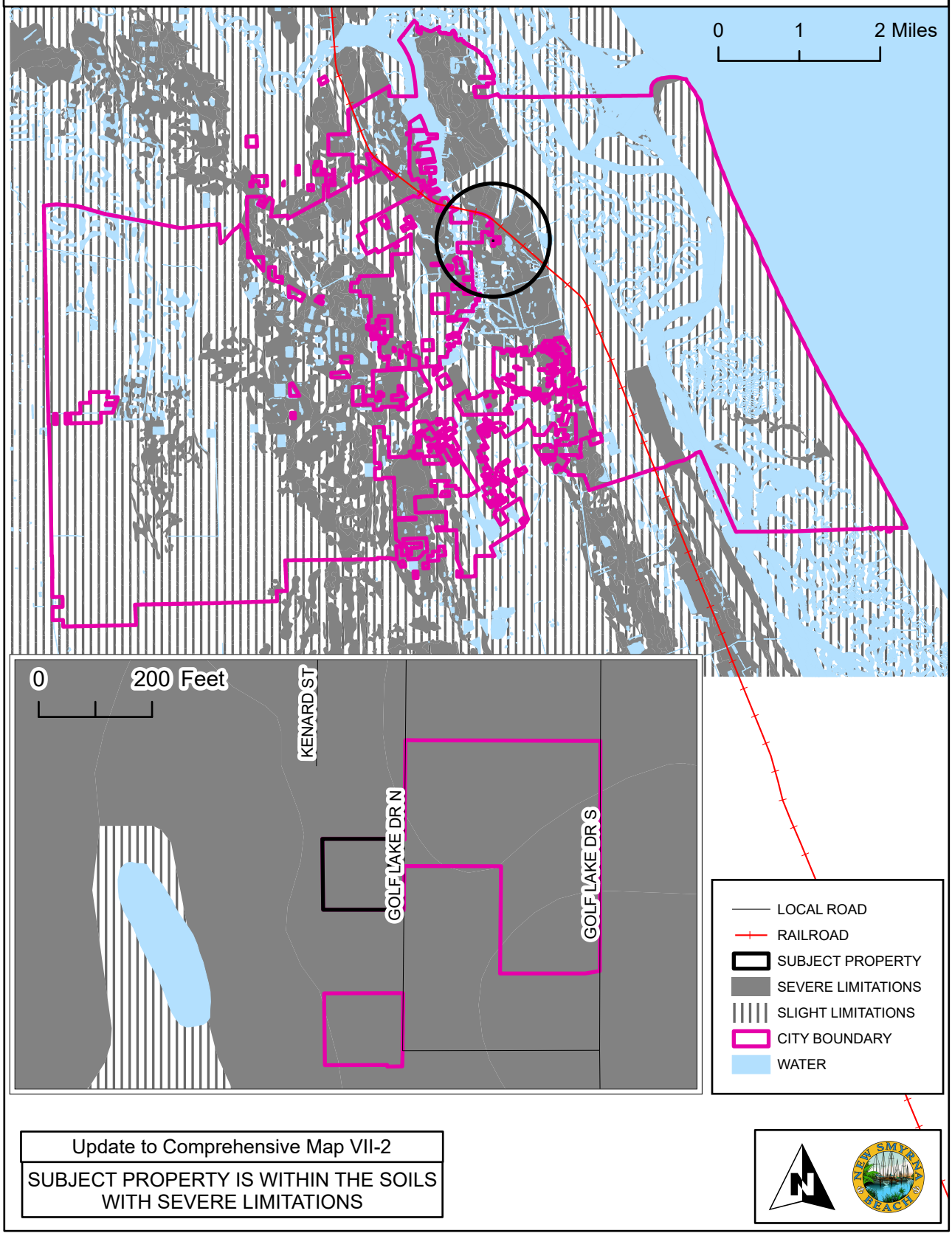


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-5-25

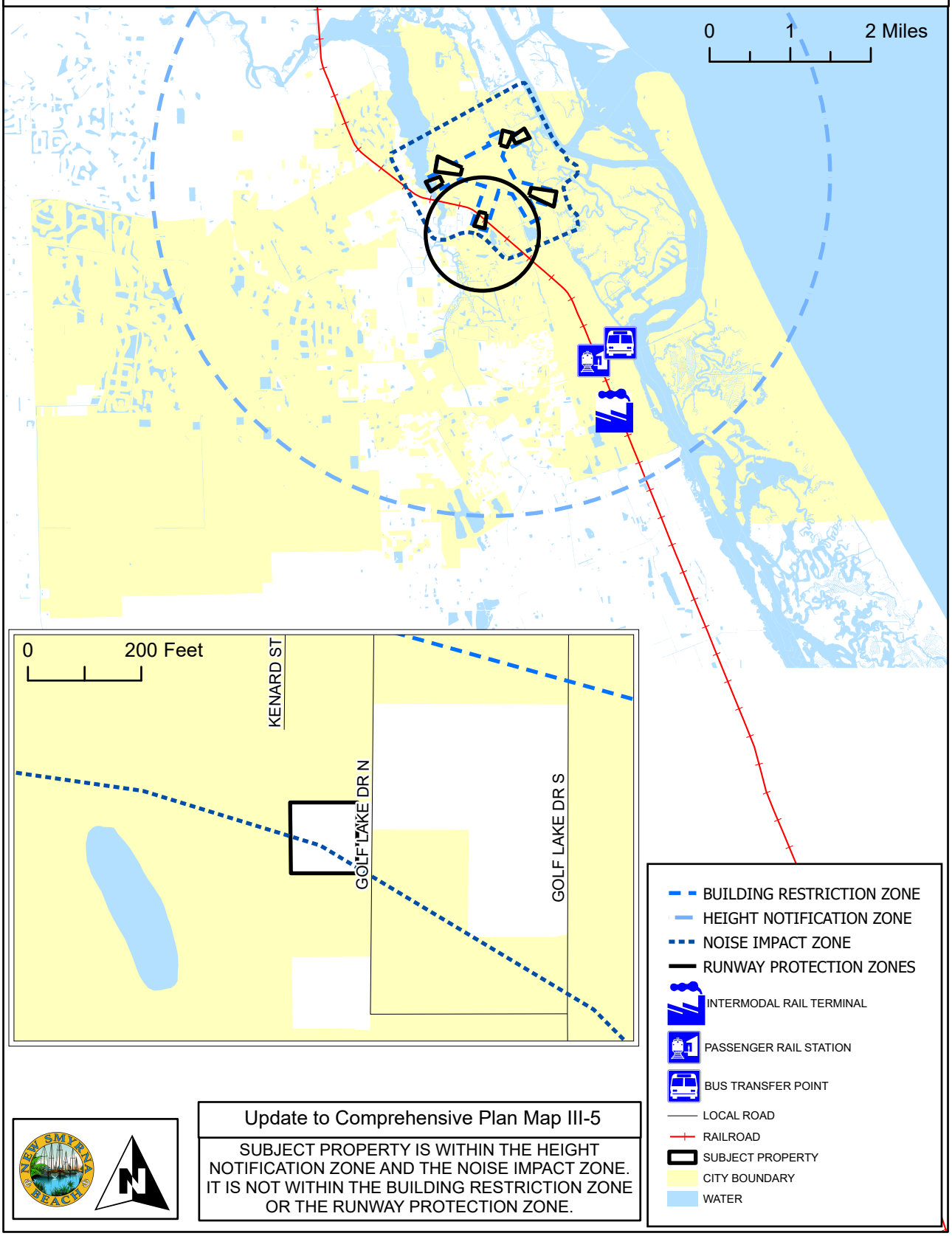


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-5-25

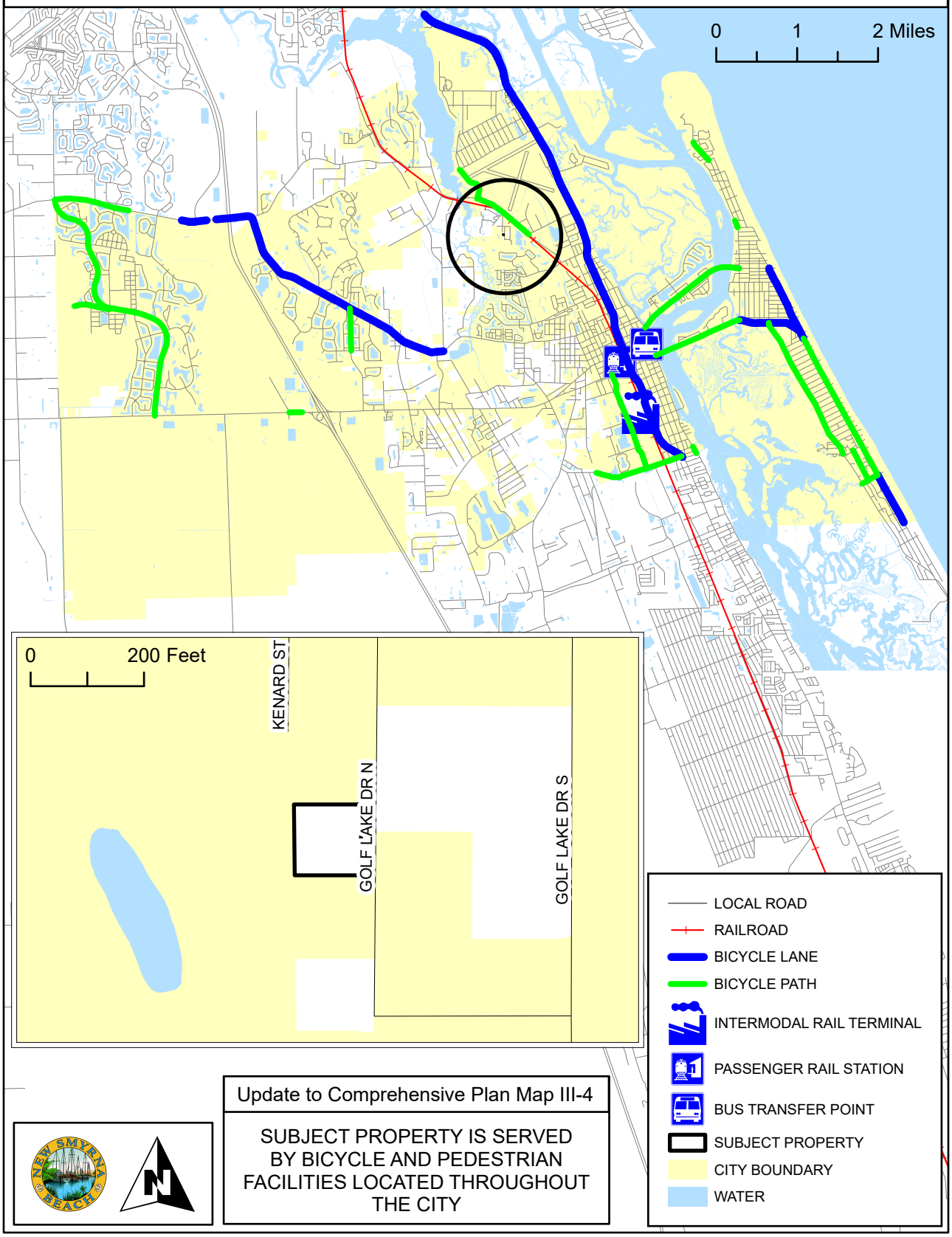


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE AND THE NOISE IMPACT ZONE. IT IS NOT WITHIN THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-5-25

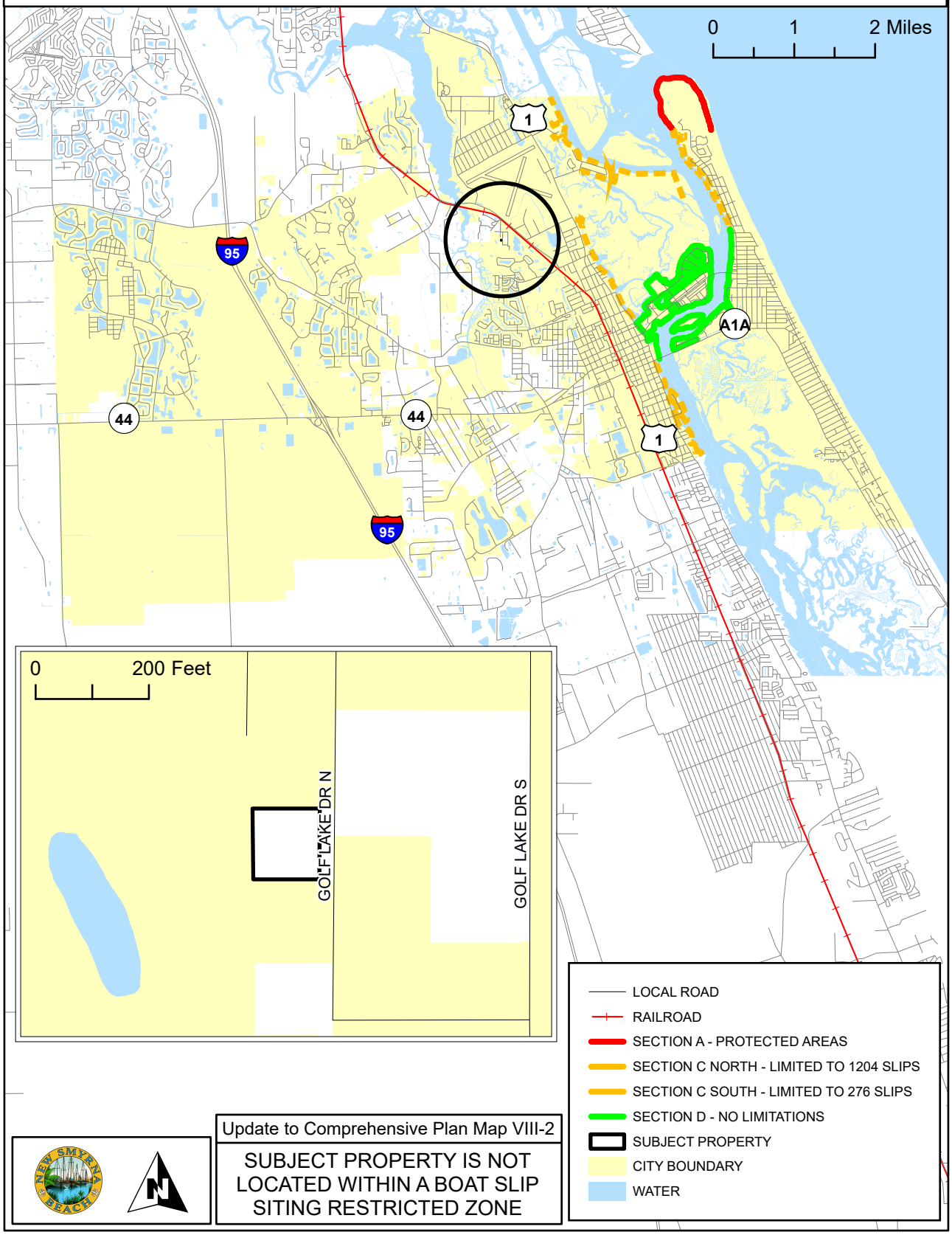


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-5-25

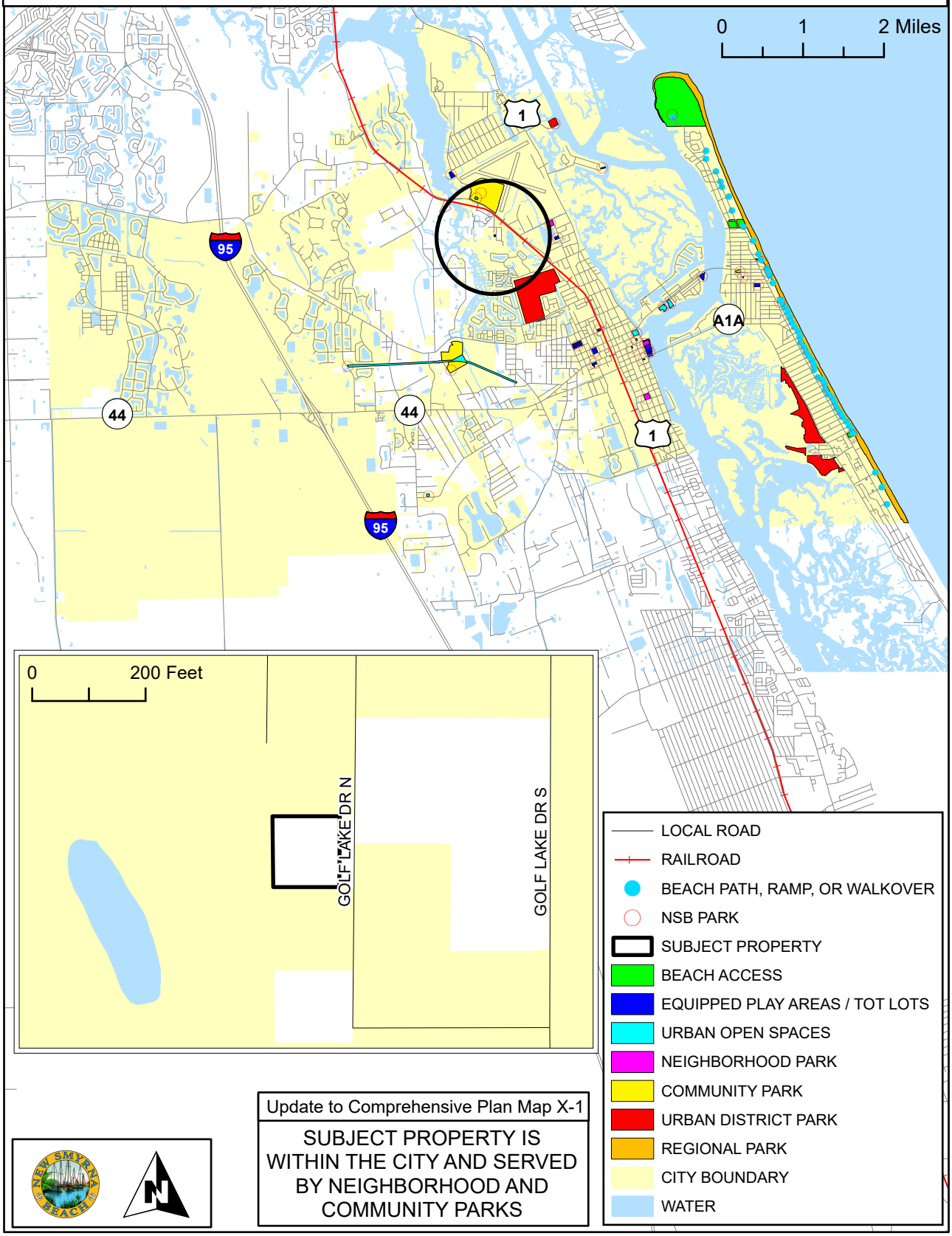


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-5-25

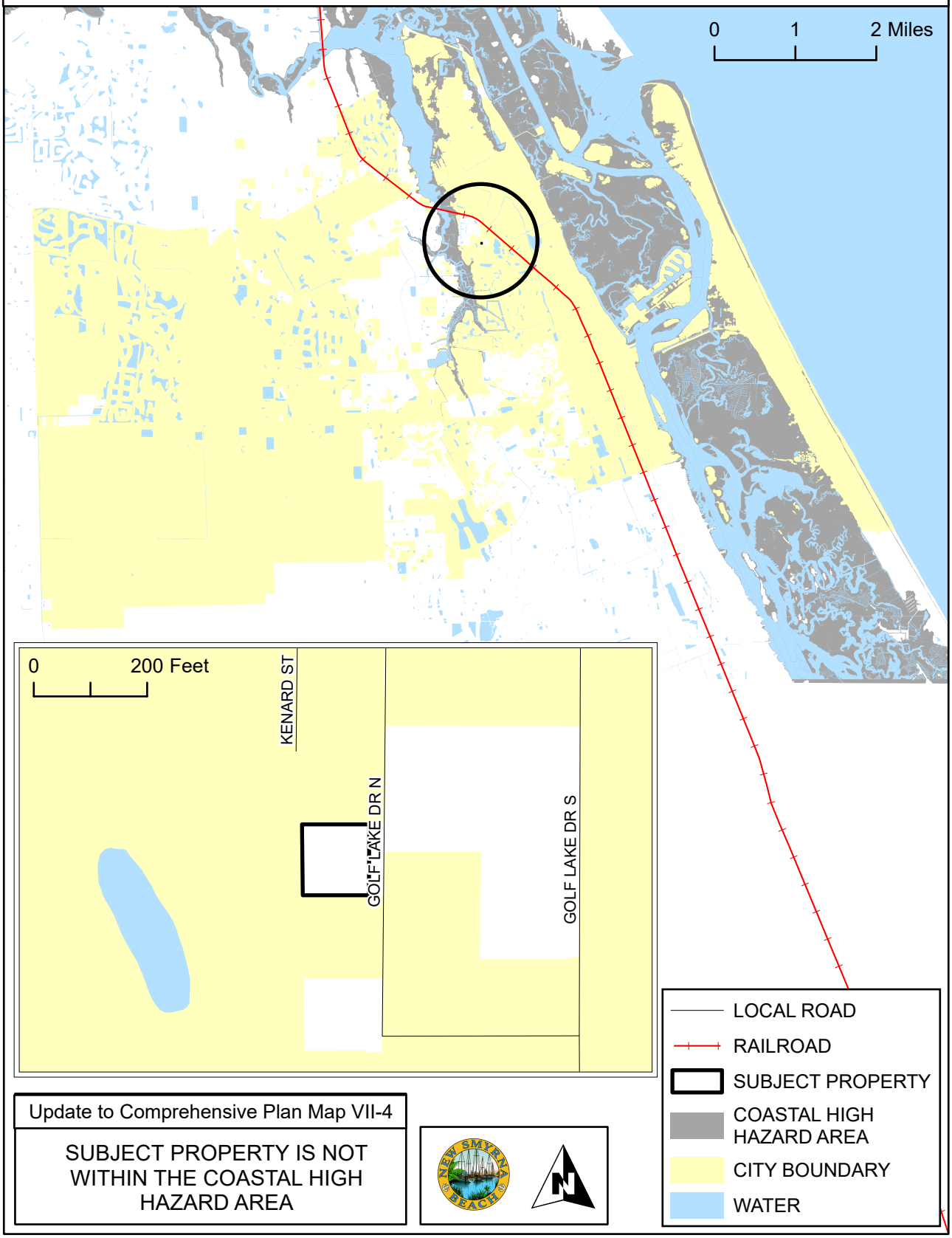


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-5-25

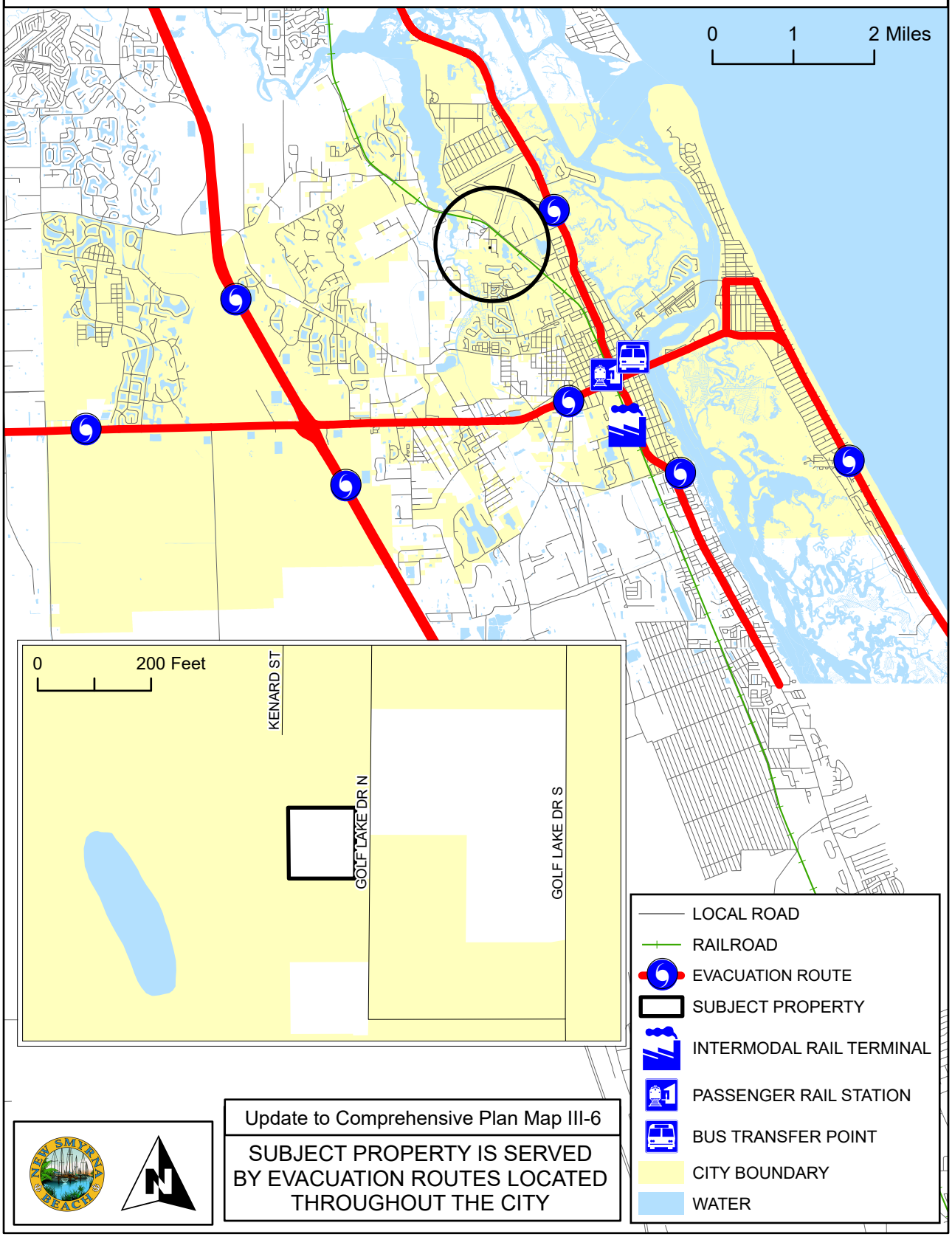


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-5-25

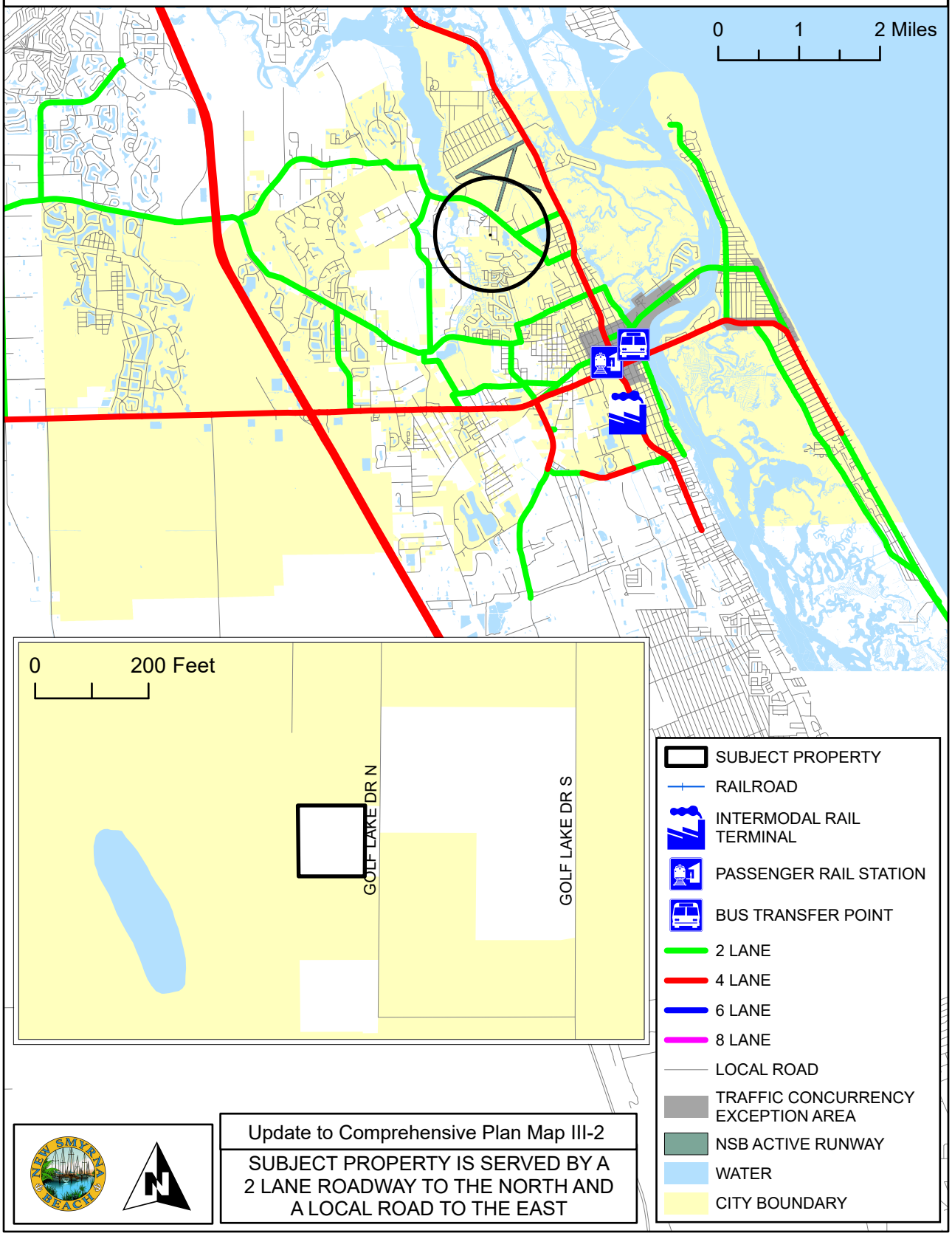


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-5-25

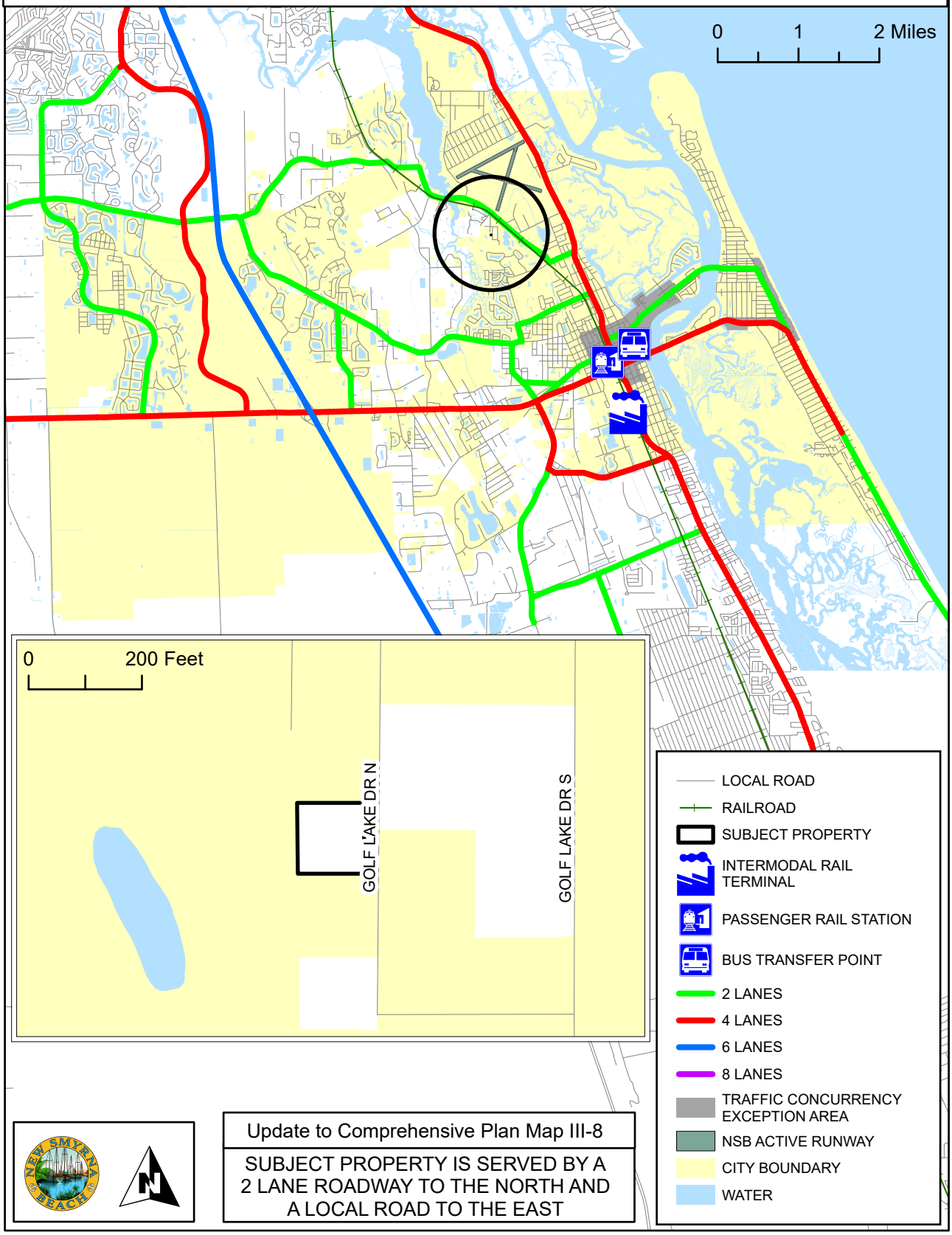


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-5-25

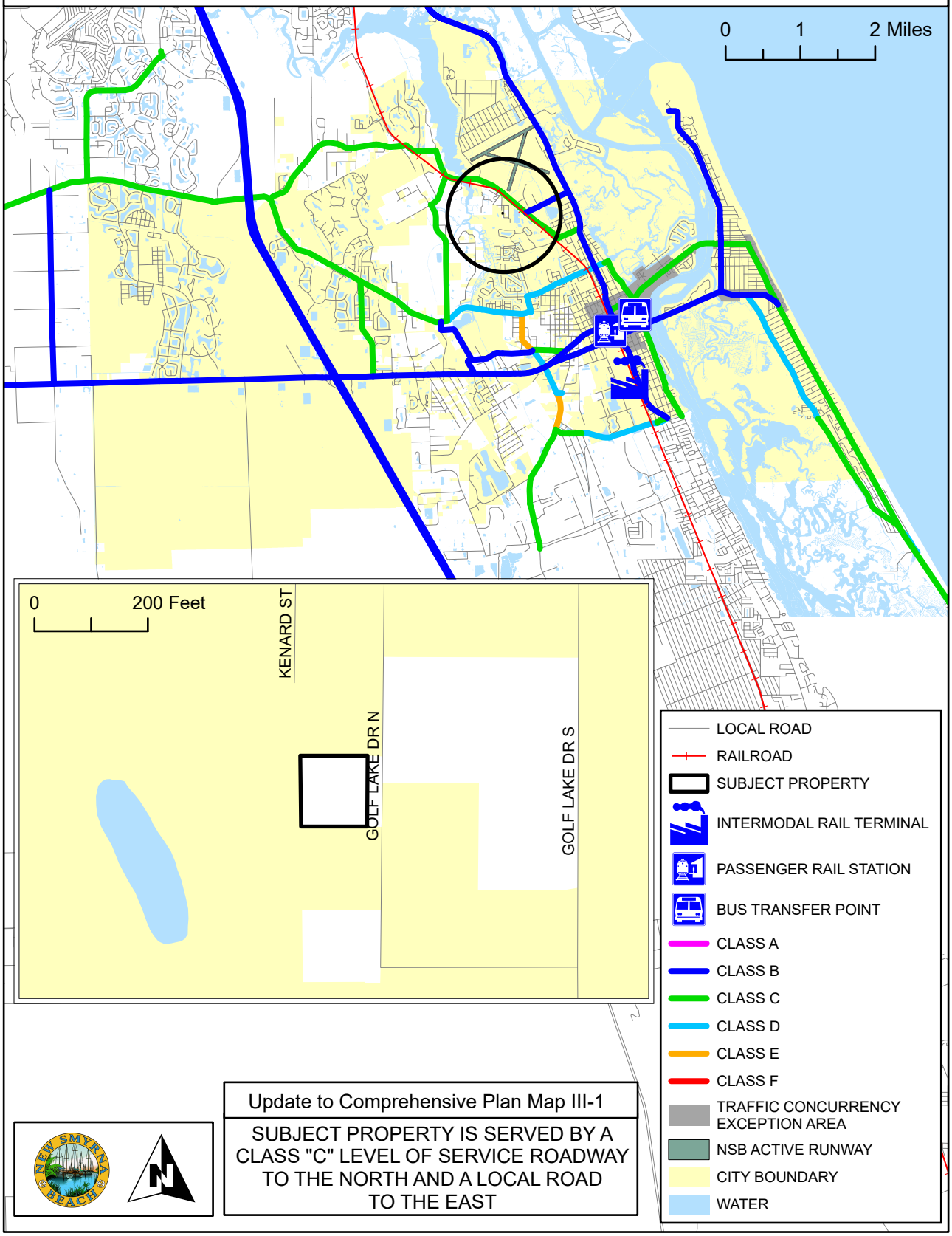


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-5-25

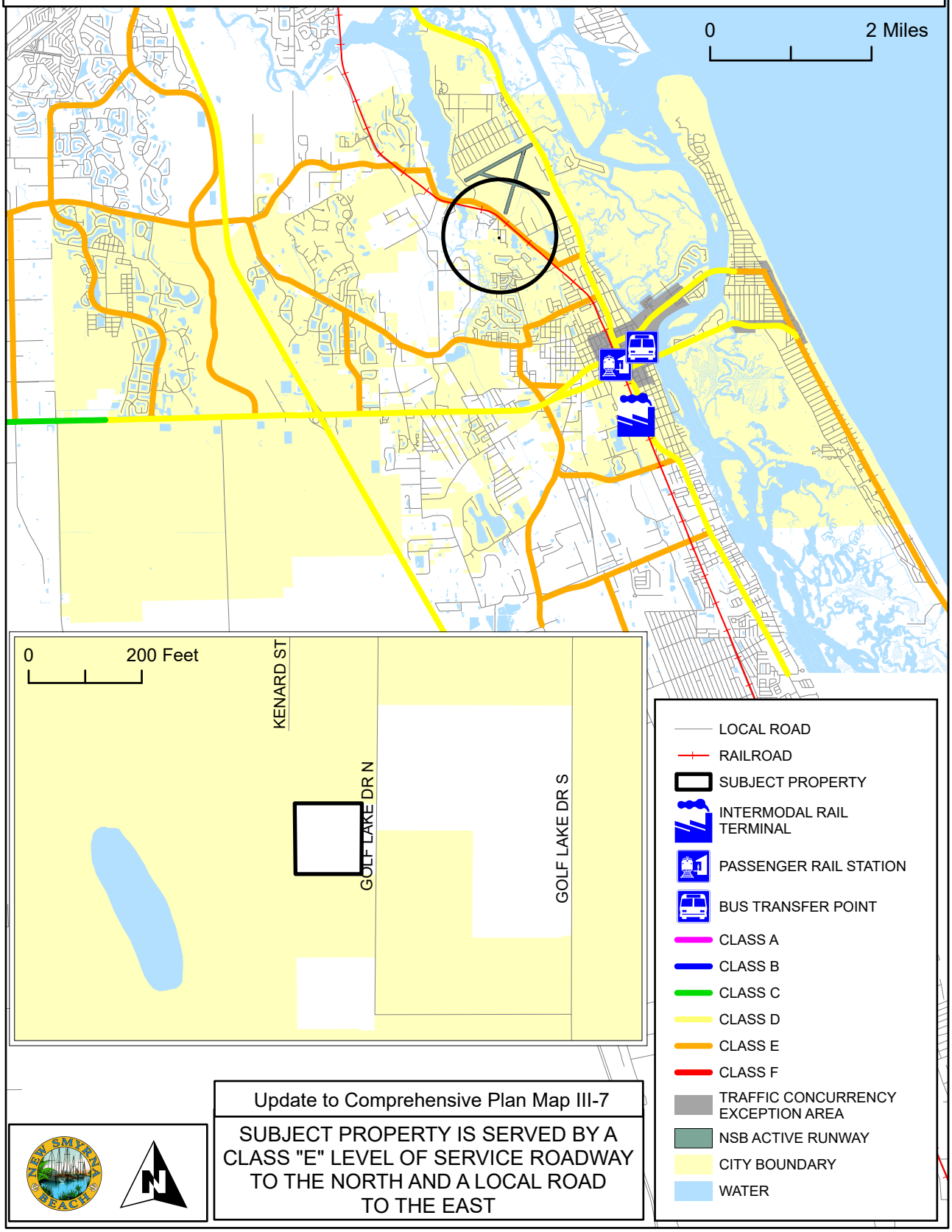


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

LEVEL OF SERVICE - 2025

A-5-25

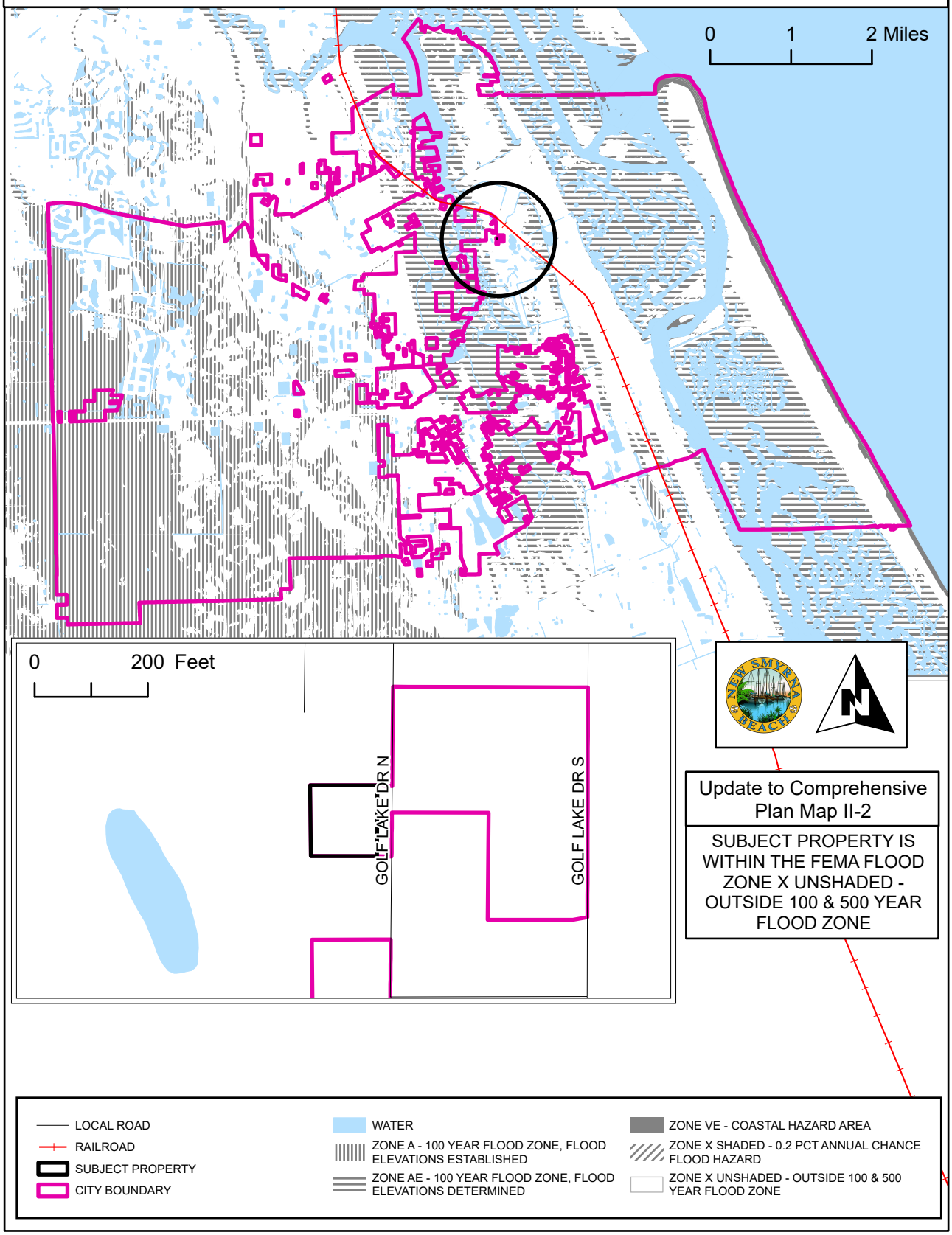


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

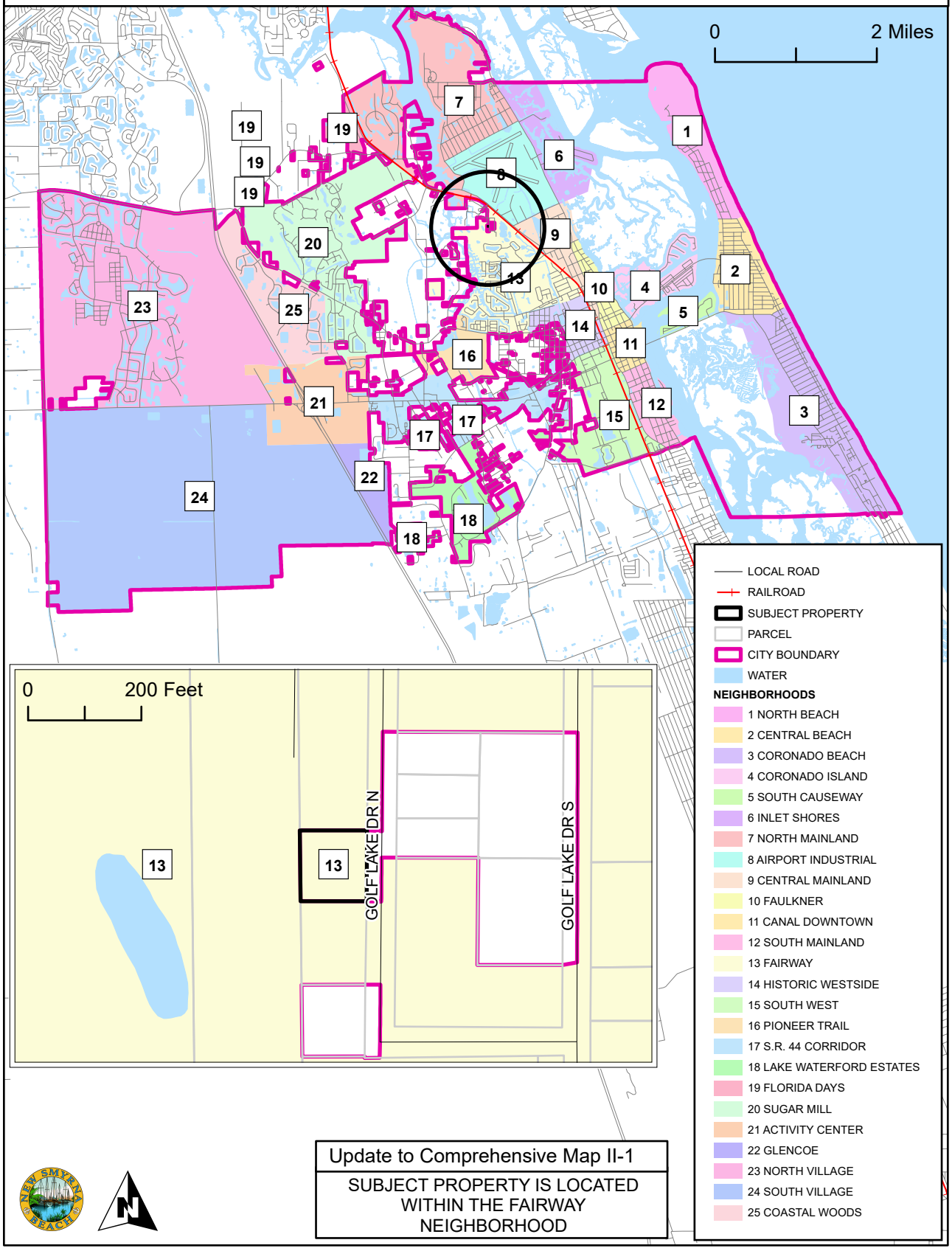
FLOOD PRONE AREAS

A-5-25



NEIGHBORHOODS

A-5-25

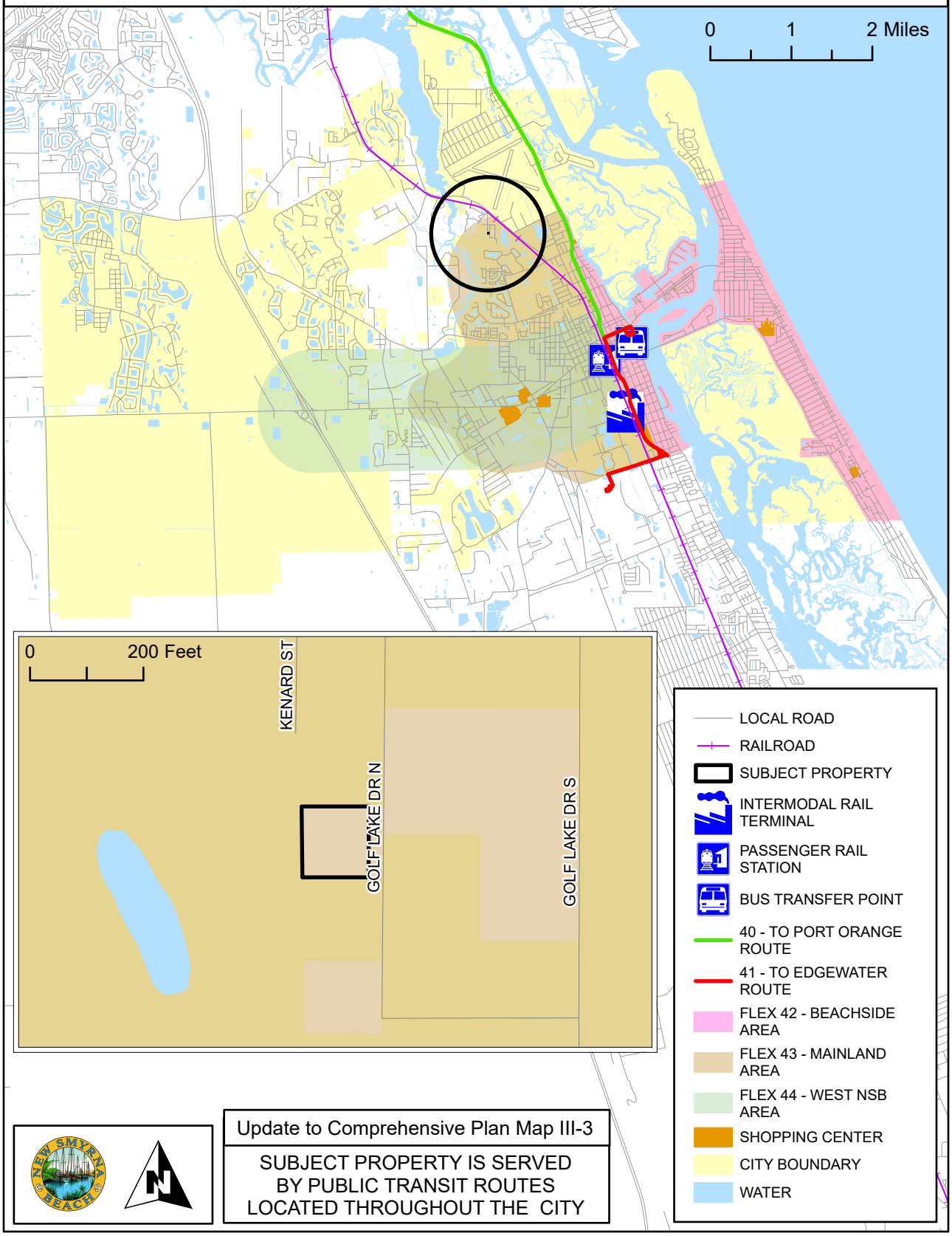


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE FAIRWAY NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-5-25

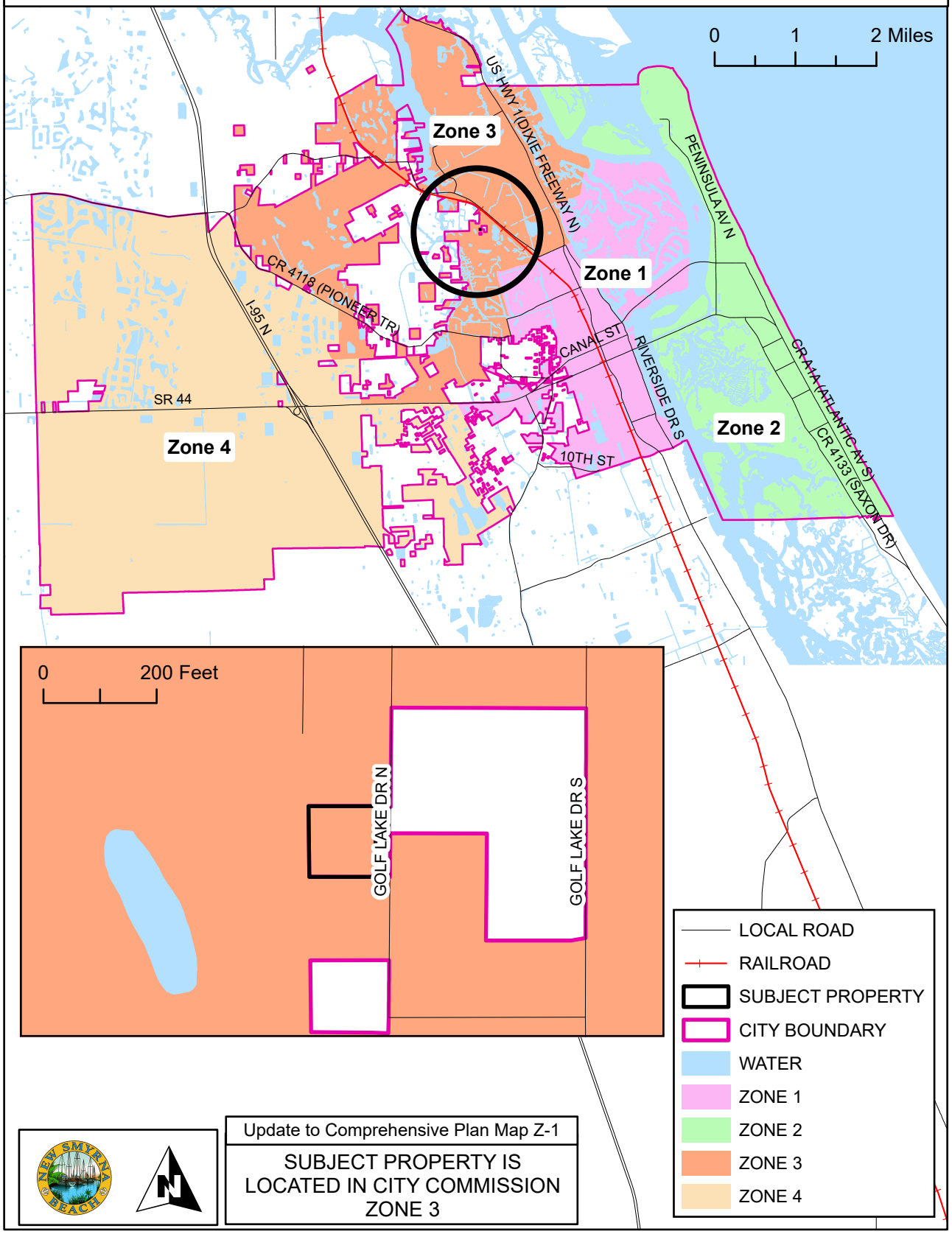


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

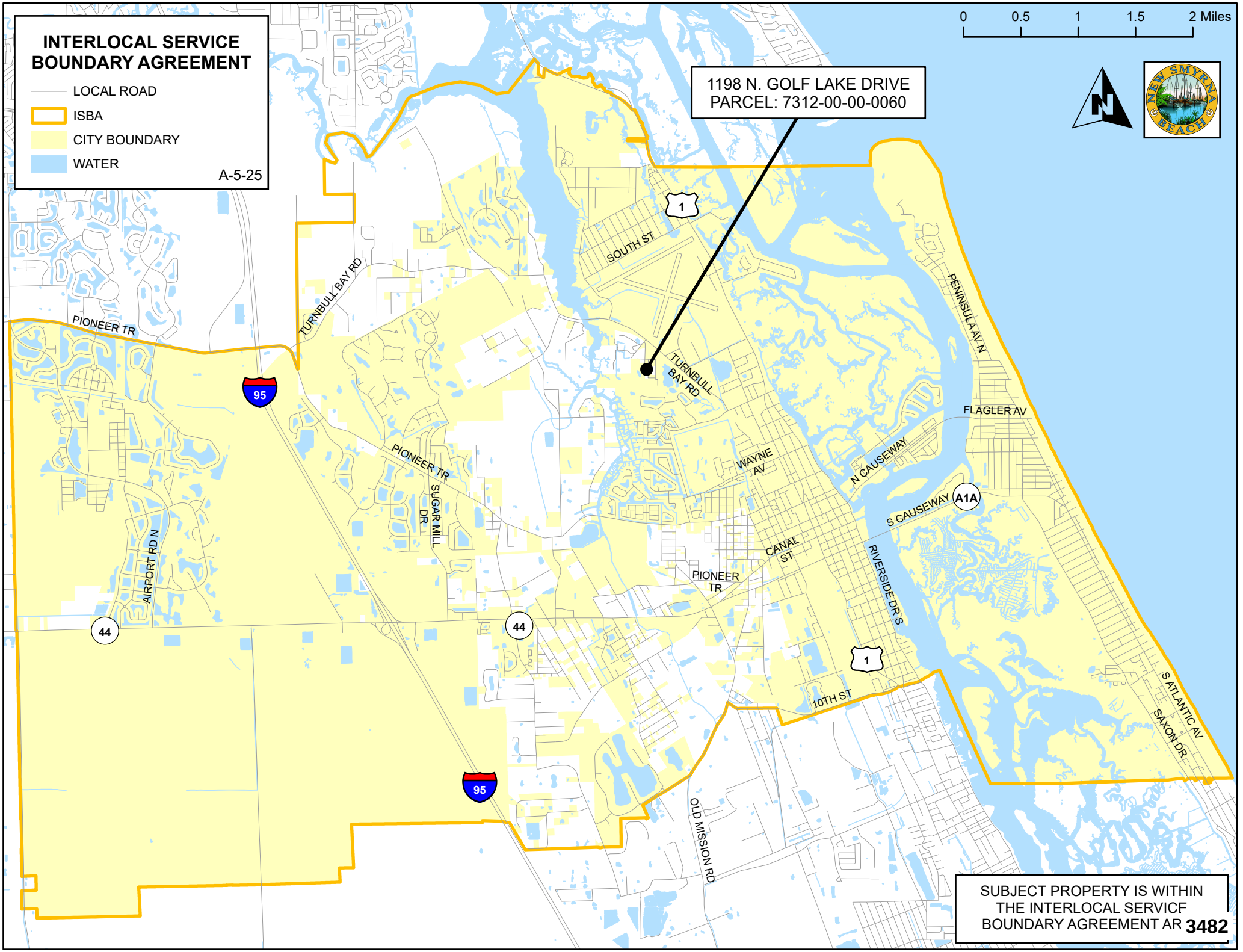
COMMISSION ZONES

A-5-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
SOUTH ST
TURNBULL BAY RD
PIONEER TR
SUGAR MILL DR
AIRPORT RD N
WAYNE AV
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
PENINSULA AV N
S ATLANTIC AV
SAXON DR
10TH ST
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3482

LEGAL DESCRIPTION

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel Identification Number: 731200000060

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2019**.

In Witness Whereof, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Julie C. Christi

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

Robert Phelan

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 18th day of March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 33-25 Small Scale 1198 N Golf Lake Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 33-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE, FROM VOLUSIA COUNTY *RURAL* TO CITY *RURAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive, from Volusia County *Rural* to City *Rural*; to amend City Neighborhood Map II-1 to show the subject property is located within the Fairway Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Residential Use* to City *Residential Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the north and a local road to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the north and a local road to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the north and a local road to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 2-lane roadway to the north and a local road to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a

boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 3; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on May 5, 2025, and by a vote of 6-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Rural* to City *Rural* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Rural* to City *Rural.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Fairway Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Residential Use* to City *Residential Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the north and a local road to the east.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the north and a local road to the east.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: *Map Amendment.* That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: *Map Amendment.* That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: *Map Amendment.* That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the north and a local road to the east.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: *Map Amendment.* That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 2-lane roadway to the north and a local road to the east.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: *Map Amendment.* That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: *Map Amendment.* That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 3.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

EXHIBIT "A"

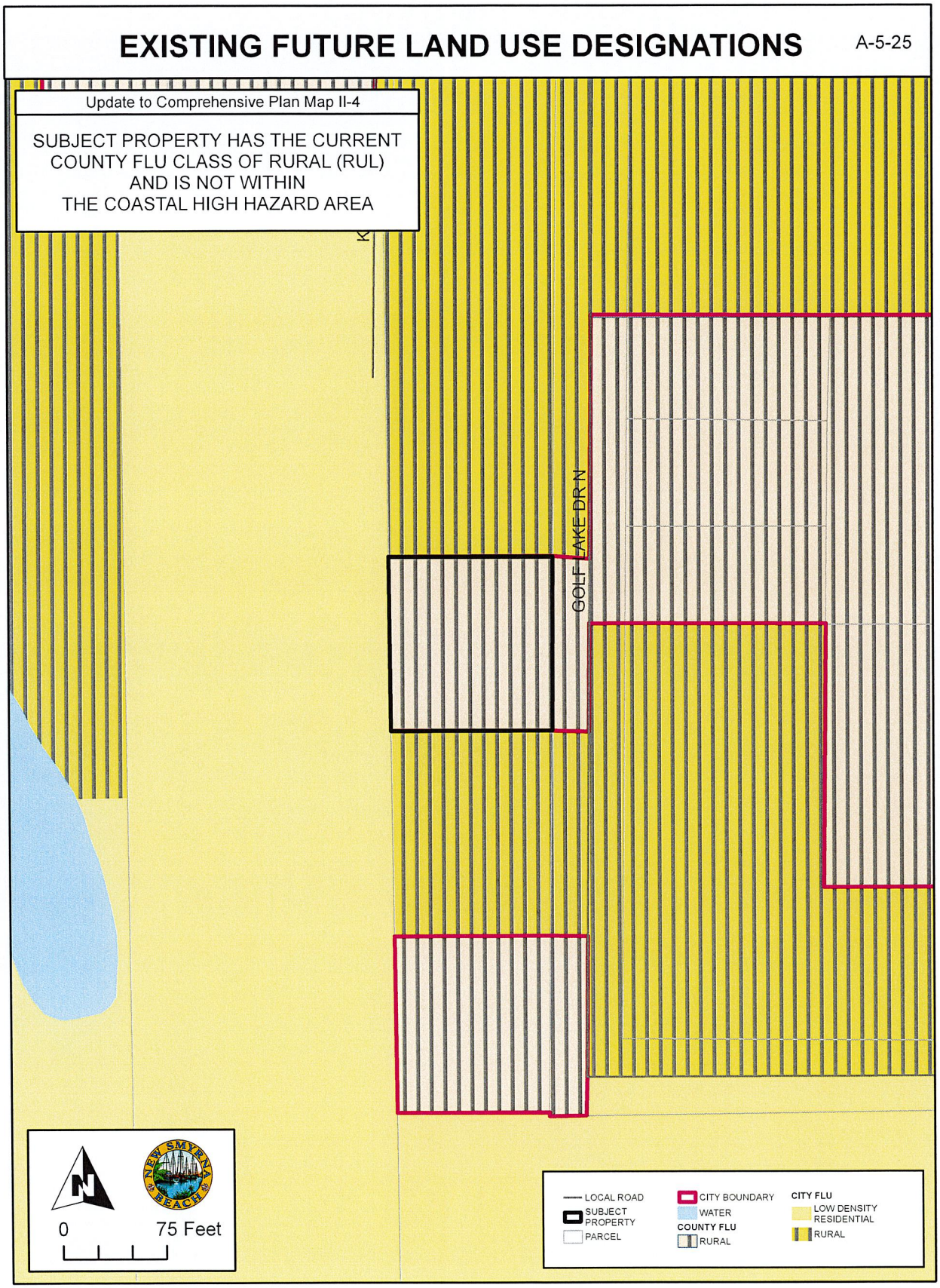

EXISTING FUTURE LAND USE DESIGNATIONS
A-5-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT COUNTY FLU CLASS OF RURAL (RUL) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
GOLF LAKE DR N
N
NEW SMYRNA BEACH
0
75 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
RURAL
CITY FLU
LOW DENSITY RESIDENTIAL
RURAL

EXHIBIT "A"

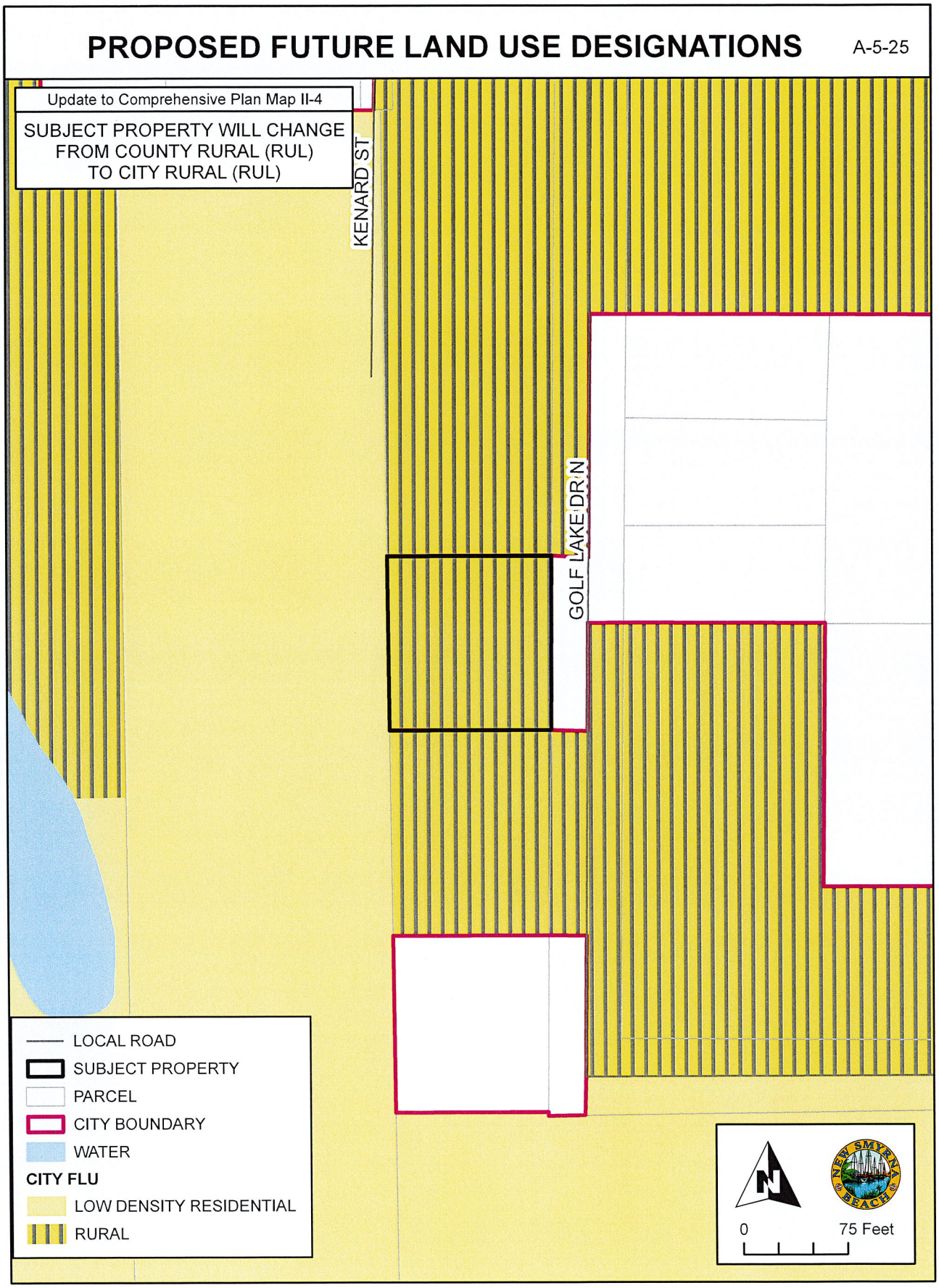

PROPOSED FUTURE LAND USE DESIGNATIONS
A-5-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RURAL (RUL) TO CITY RURAL (RUL)
KENARD ST
GOLF LAKE DR N
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
RURAL
N
NEW SMYRNA BEACH
0
75 Feet

EXHIBIT "B"

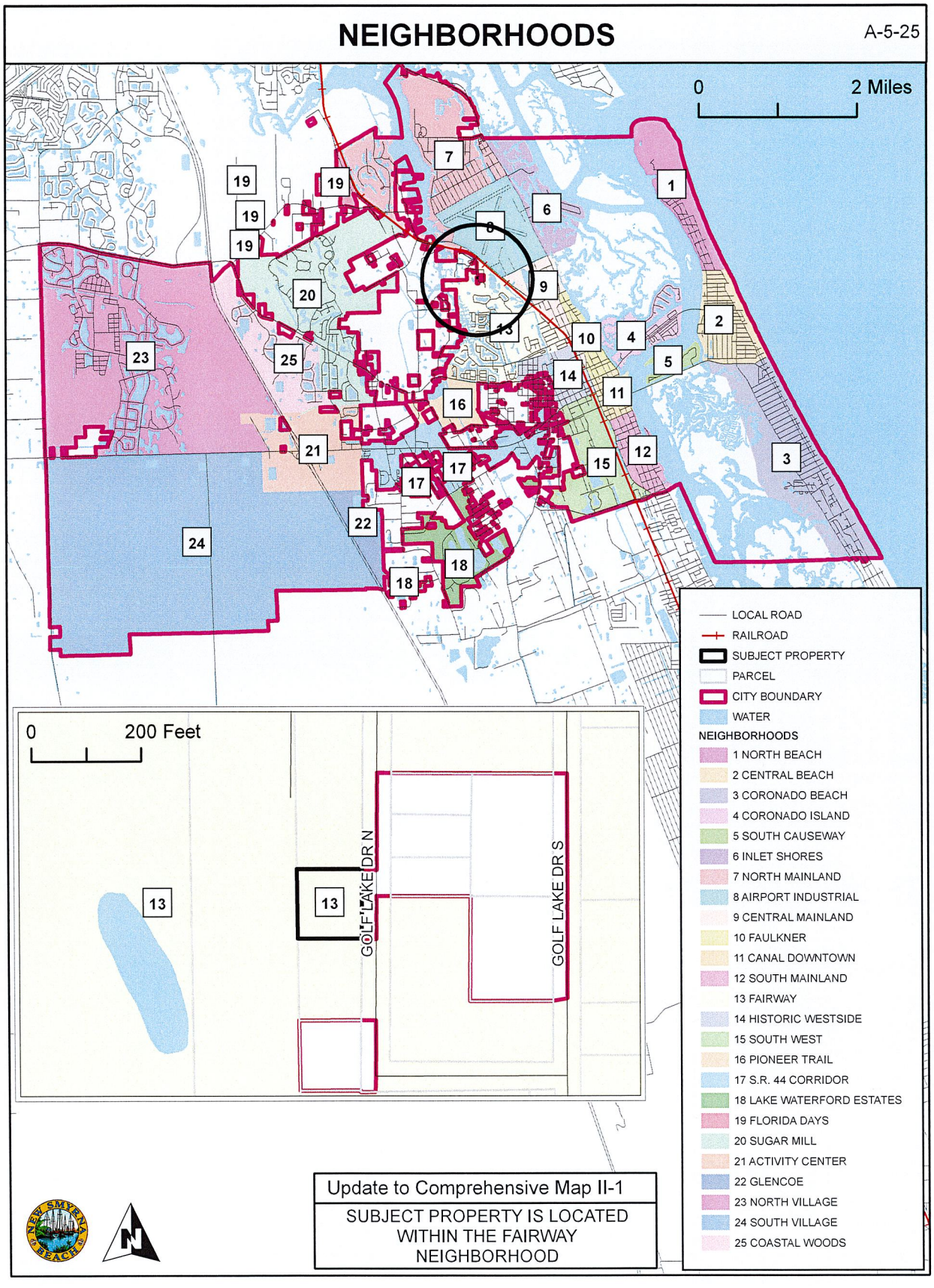

NEIGHBORHOODS
A-5-25
0
2 Miles
0
200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE FAIRWAY NEIGHBORHOOD

EXHIBIT "C"

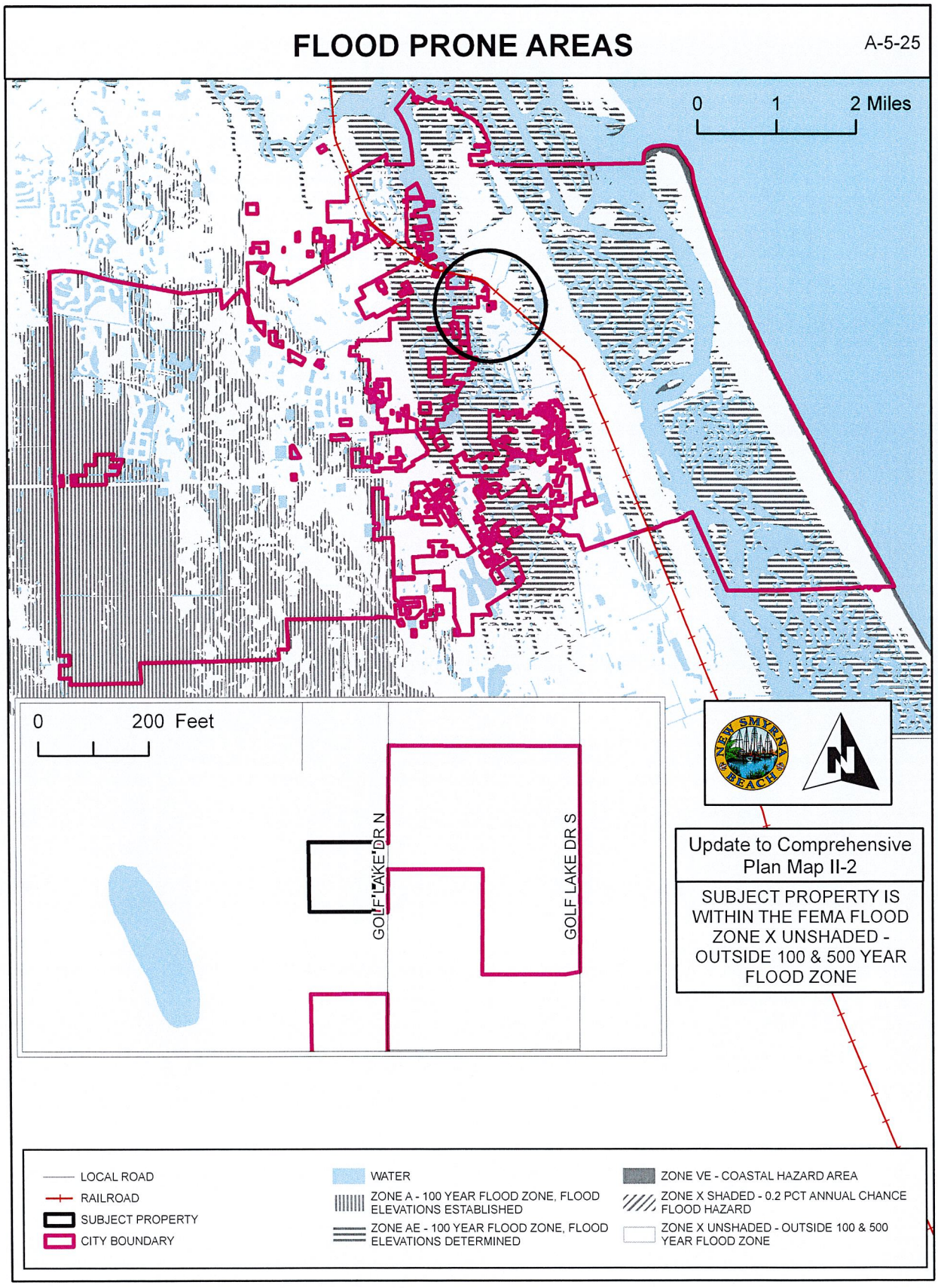

FLOOD PRONE AREAS
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
NEW SMYRNA BEACH
N
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXHIBIT "D"

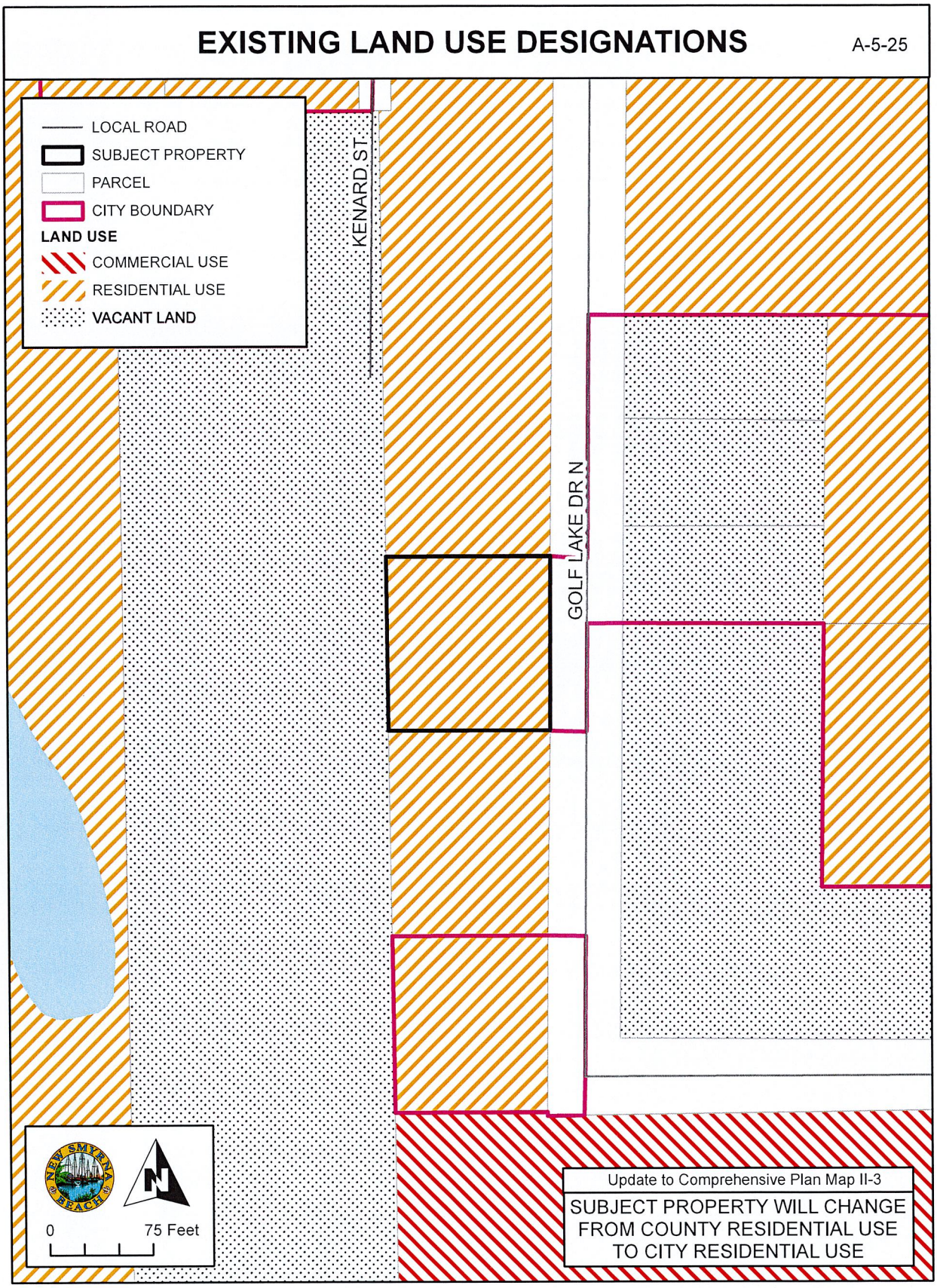

EXISTING LAND USE DESIGNATIONS
A-5-25
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
LAND USE
COMMERCIAL USE
RESIDENTIAL USE
VACANT LAND
KENARD ST
GOLF LAKE DR N
NEW SMYRNA BEACH
0
75 Feet
Update to Comprehensive Plan Map II-3
SUBJECT PROPERTY WILL CHANGE FROM COUNTY RESIDENTIAL USE TO CITY RESIDENTIAL USE

EXHIBIT "E"

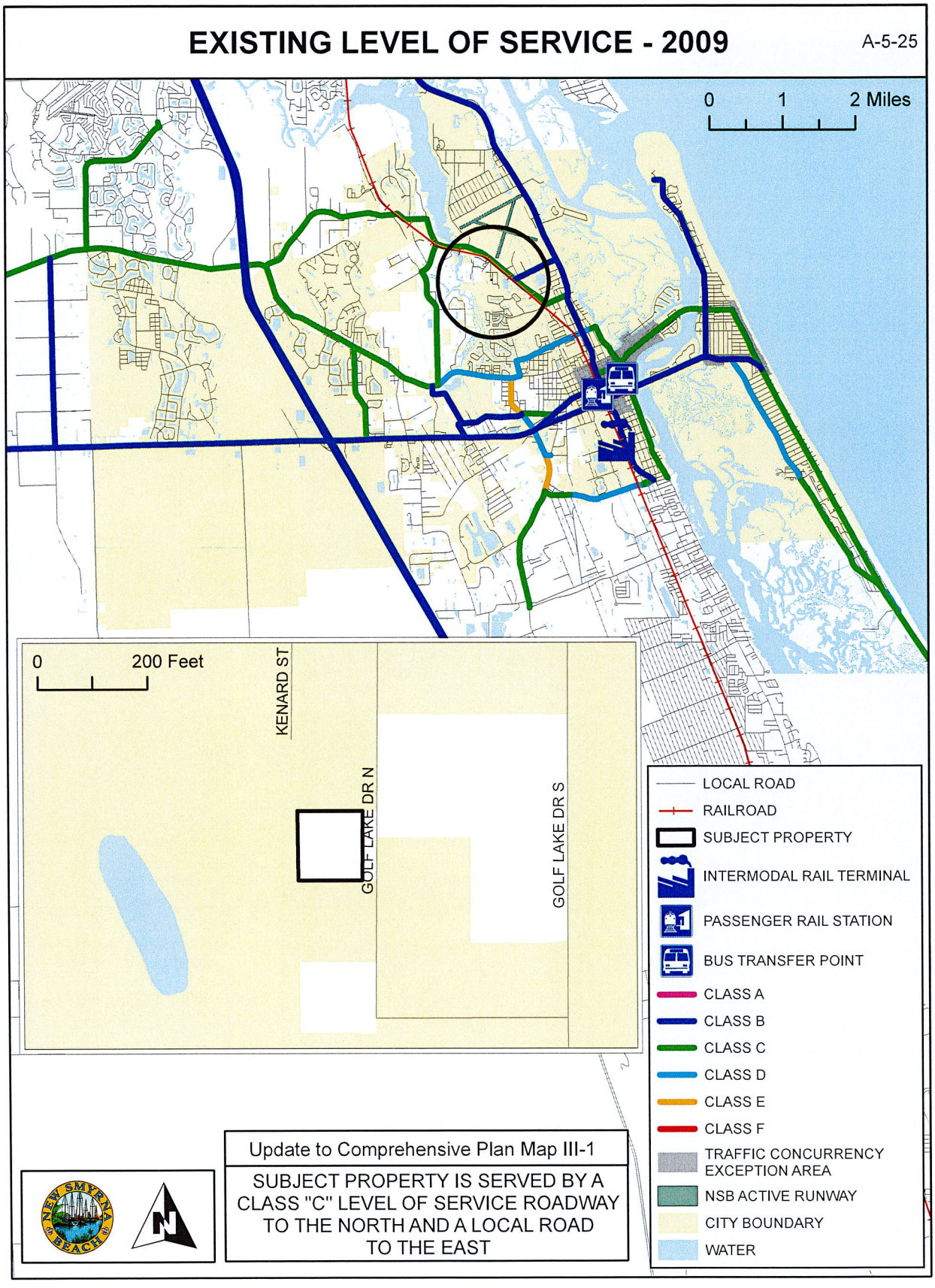

EXISTING LEVEL OF SERVICE - 2009
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "F"

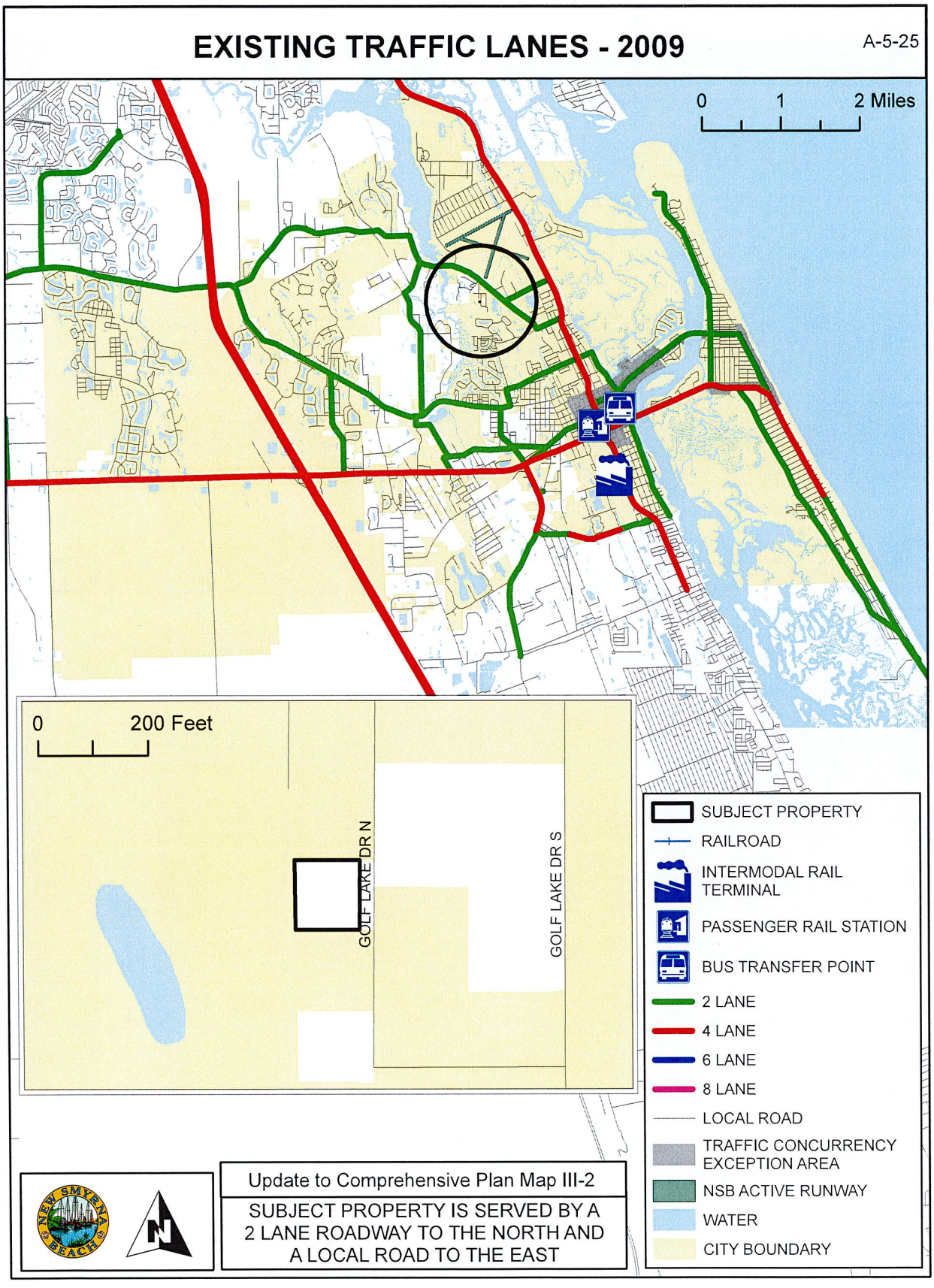

EXISTING TRAFFIC LANES - 2009
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "G"

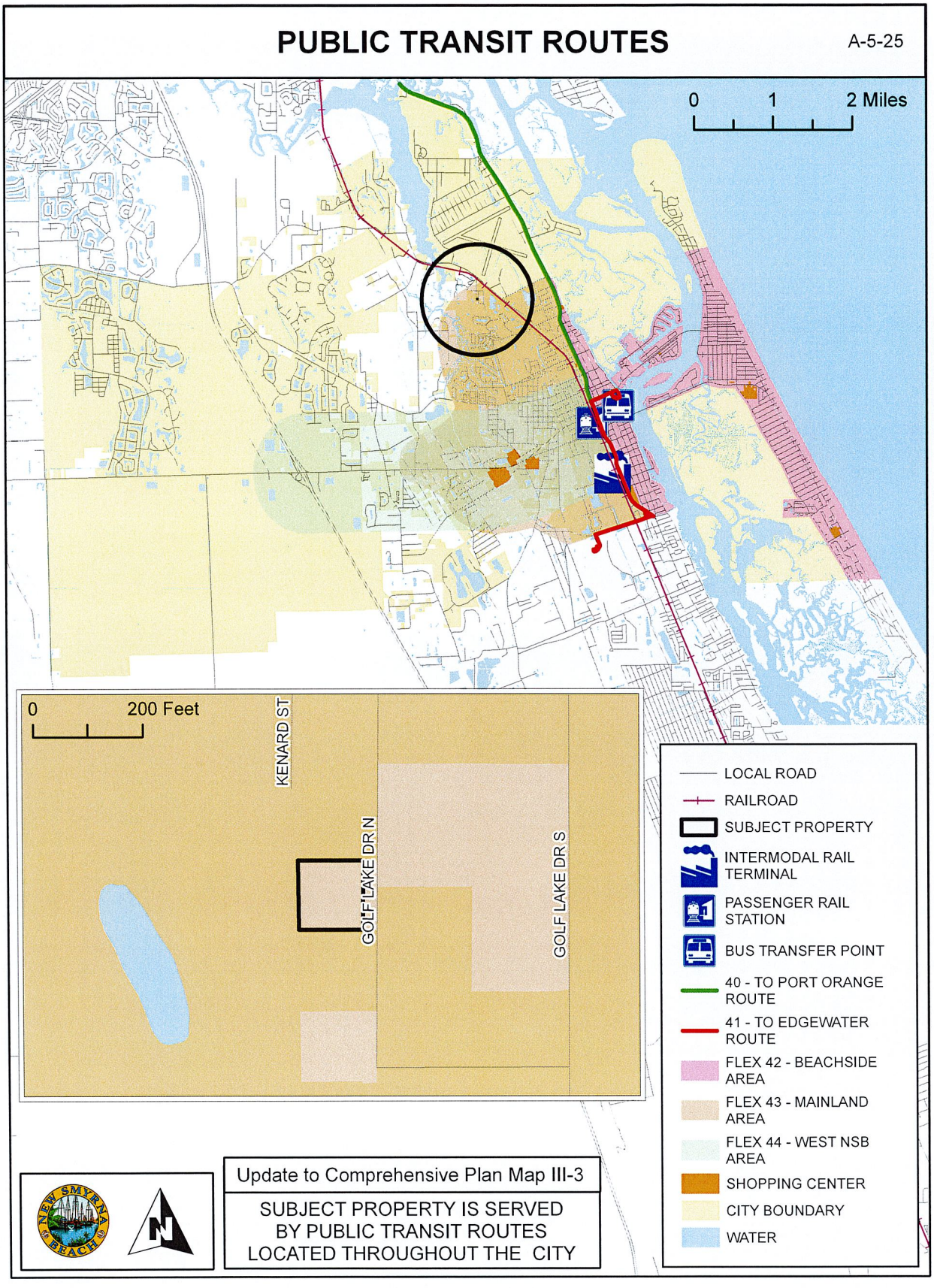

PUBLIC TRANSIT ROUTES
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
NEW SMYRNA BEACH
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

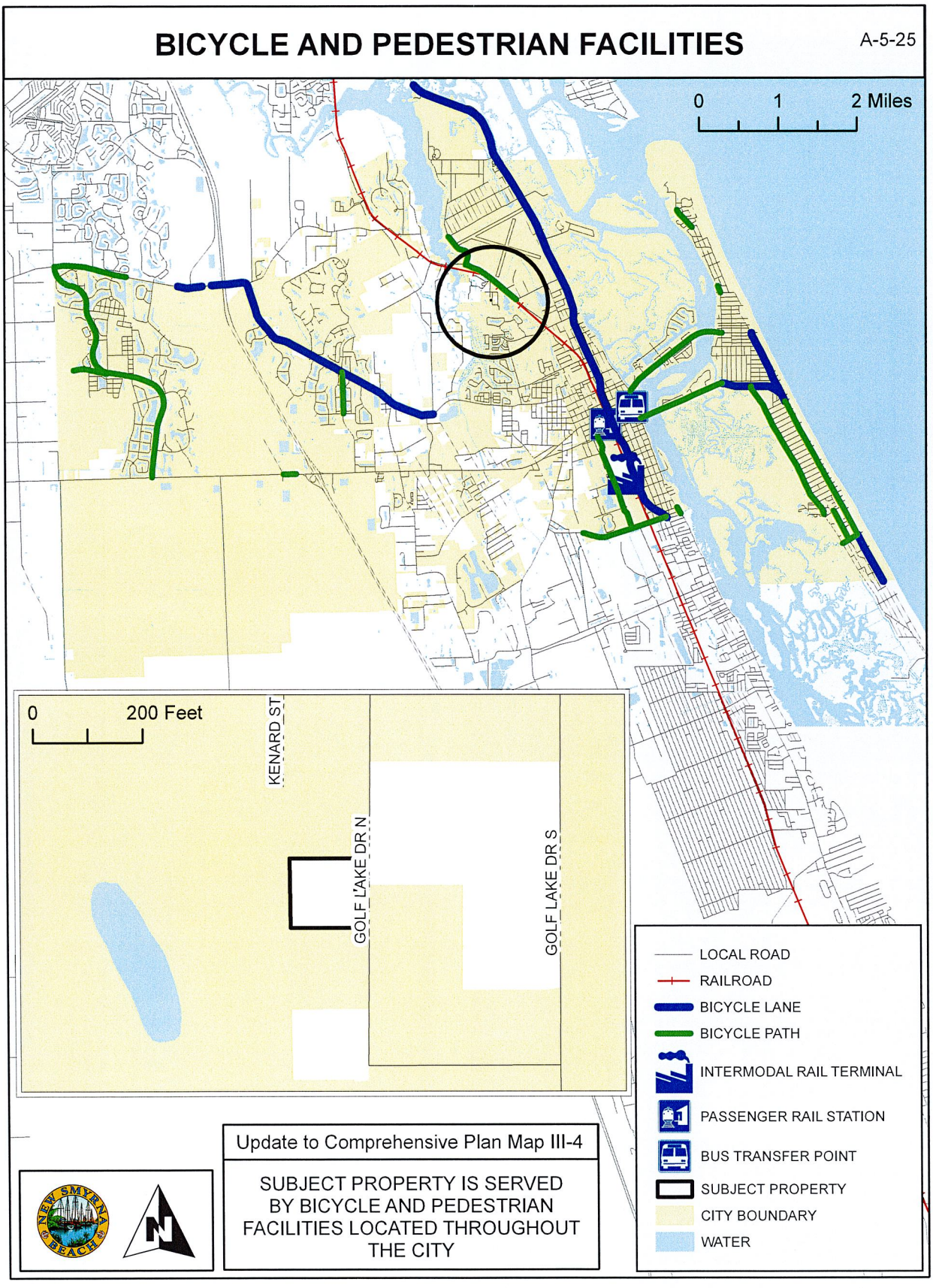

BICYCLE AND PEDESTRIAN FACILITIES
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

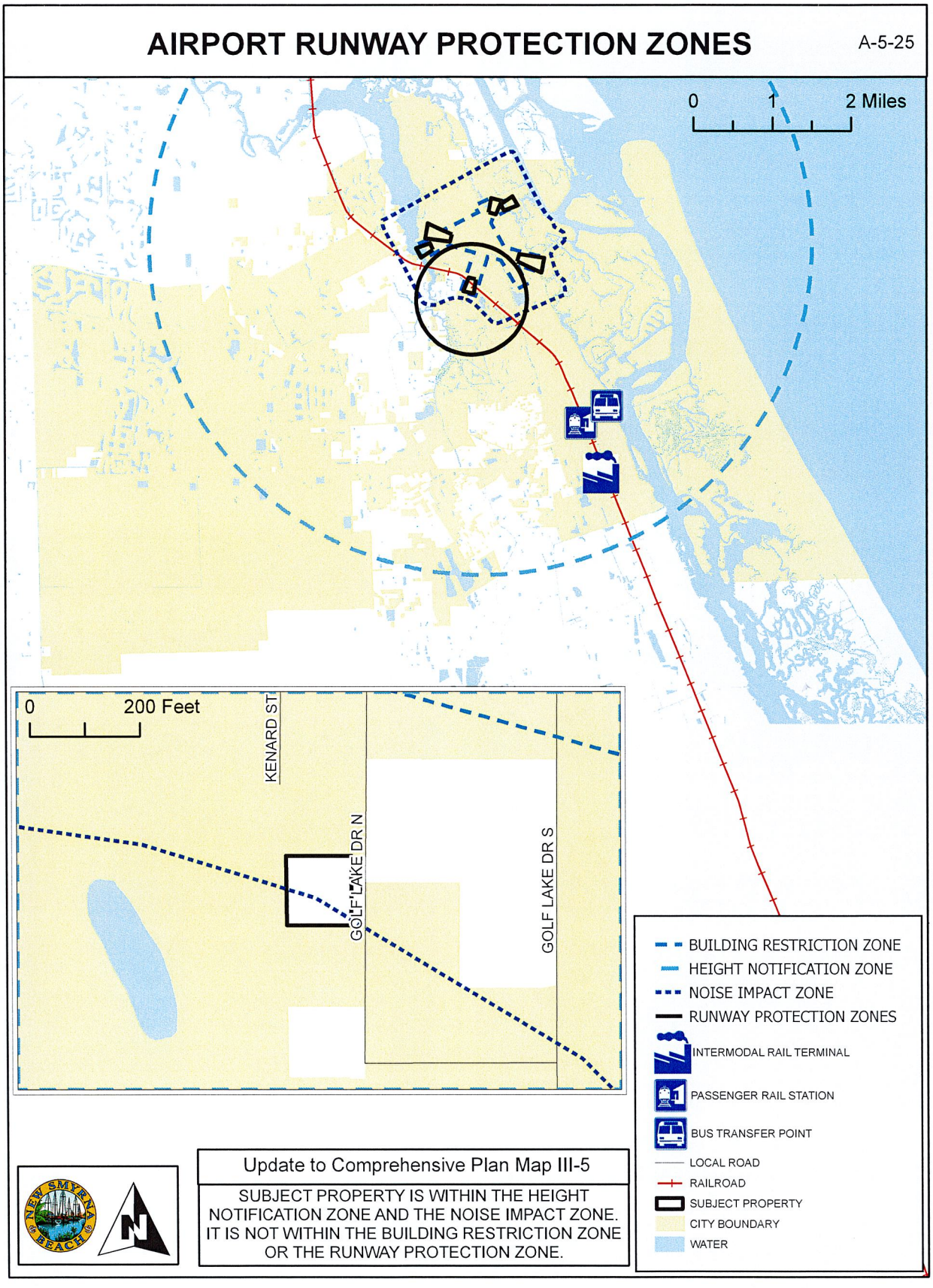

AIRPORT RUNWAY PROTECTION ZONES
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE AND THE NOISE IMPACT ZONE. IT IS NOT WITHIN THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

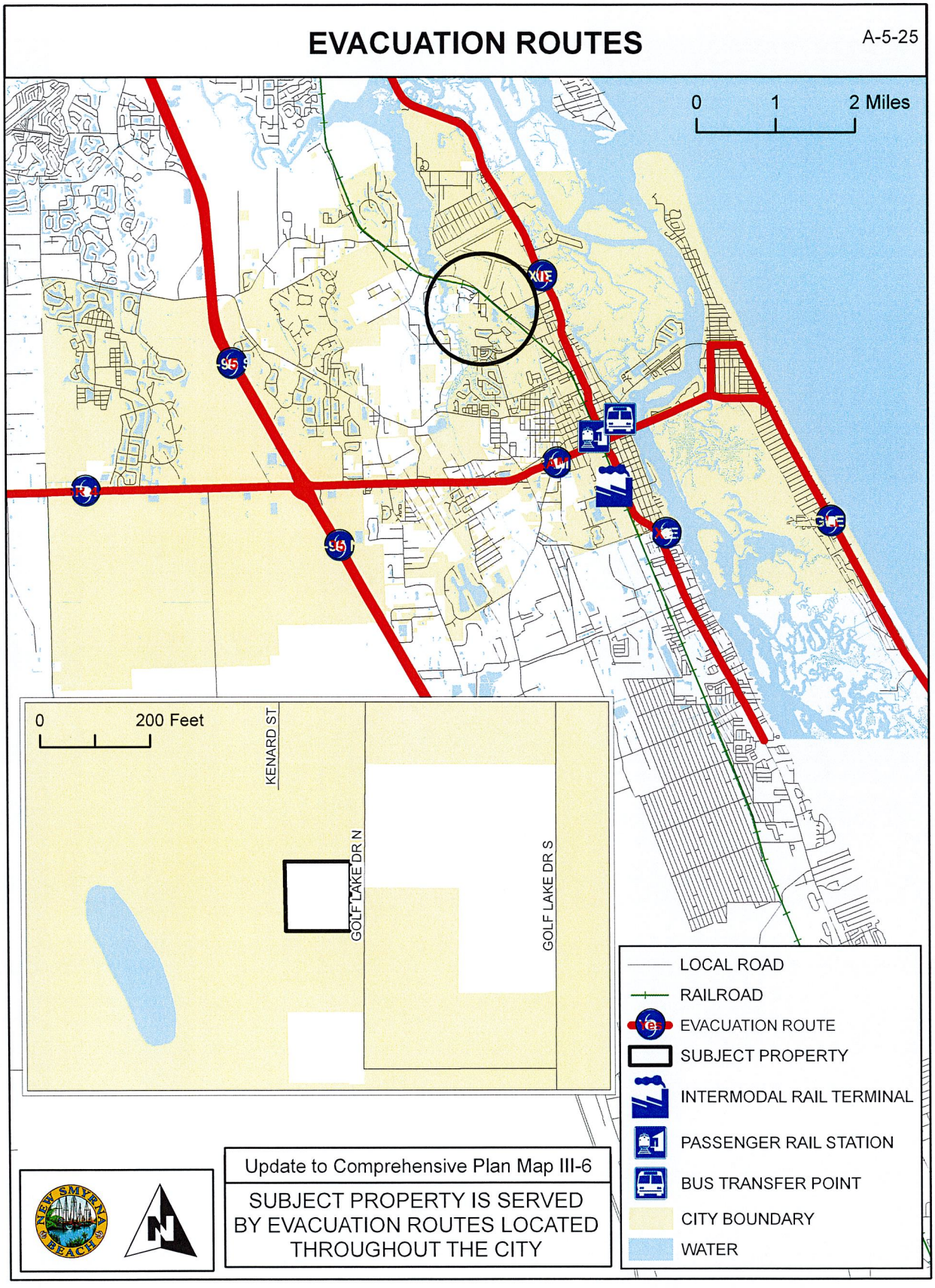

EVACUATION ROUTES
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

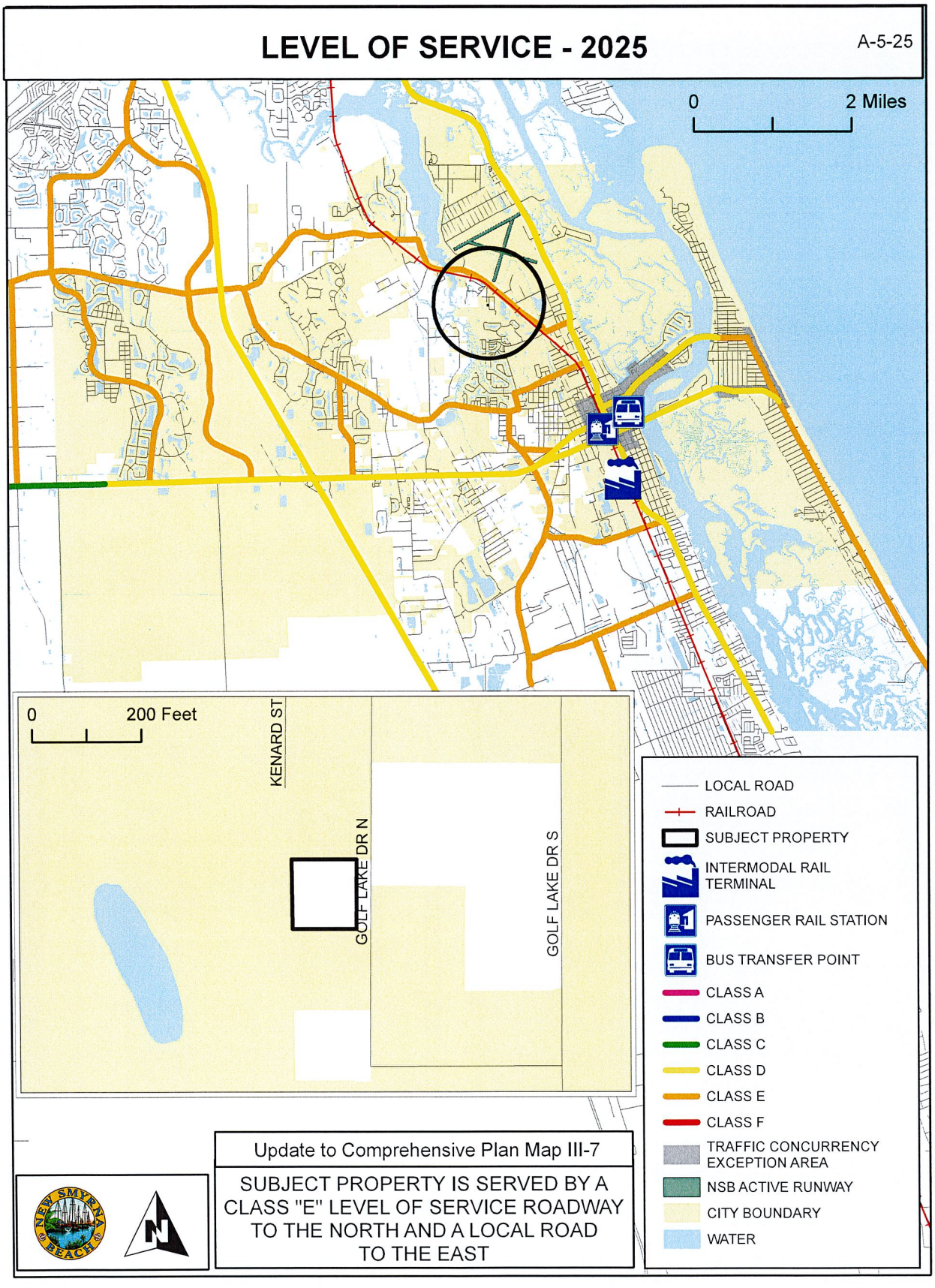

LEVEL OF SERVICE - 2025
A-5-25
0
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "L"

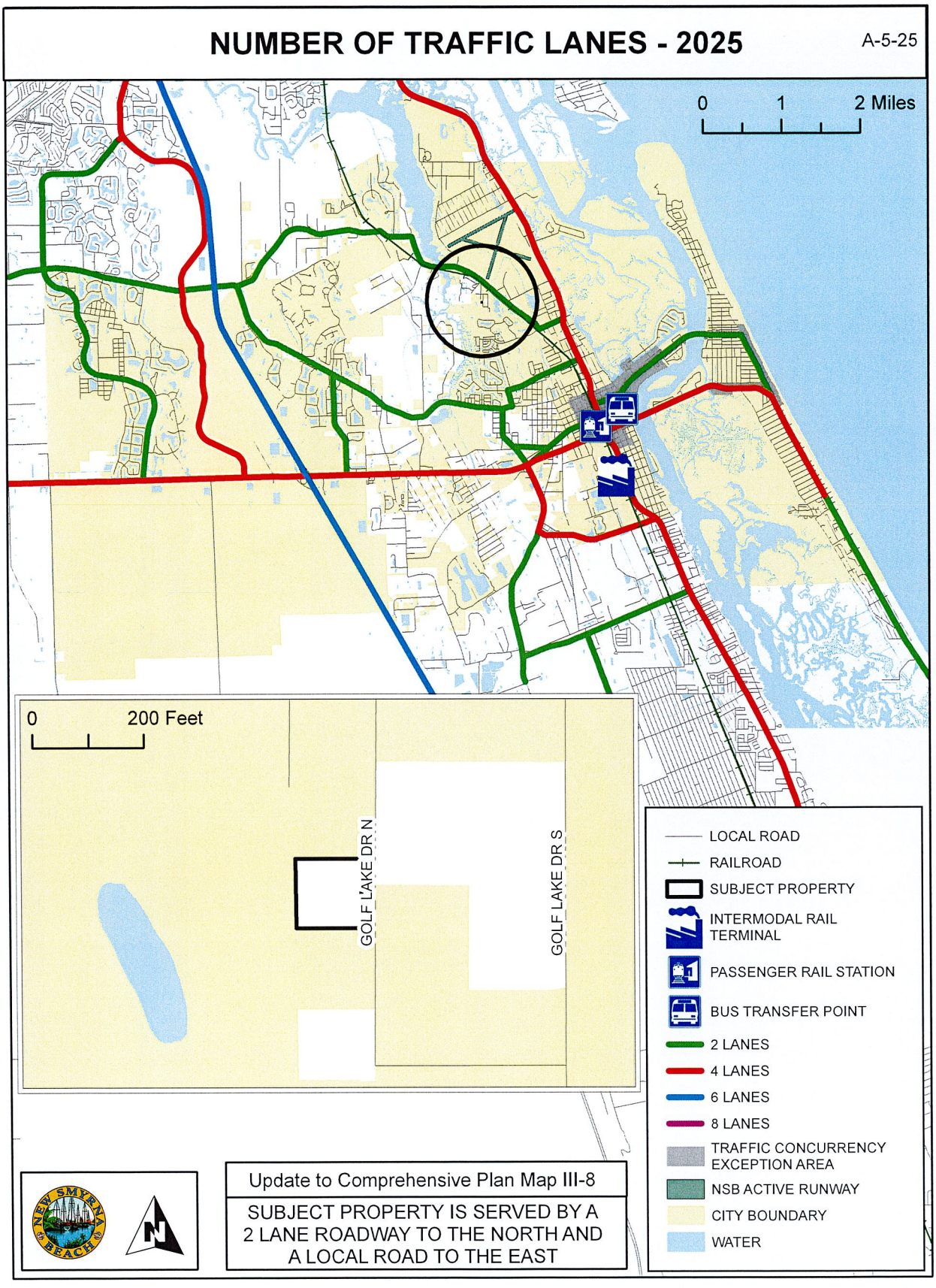

NUMBER OF TRAFFIC LANES - 2025
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "M"

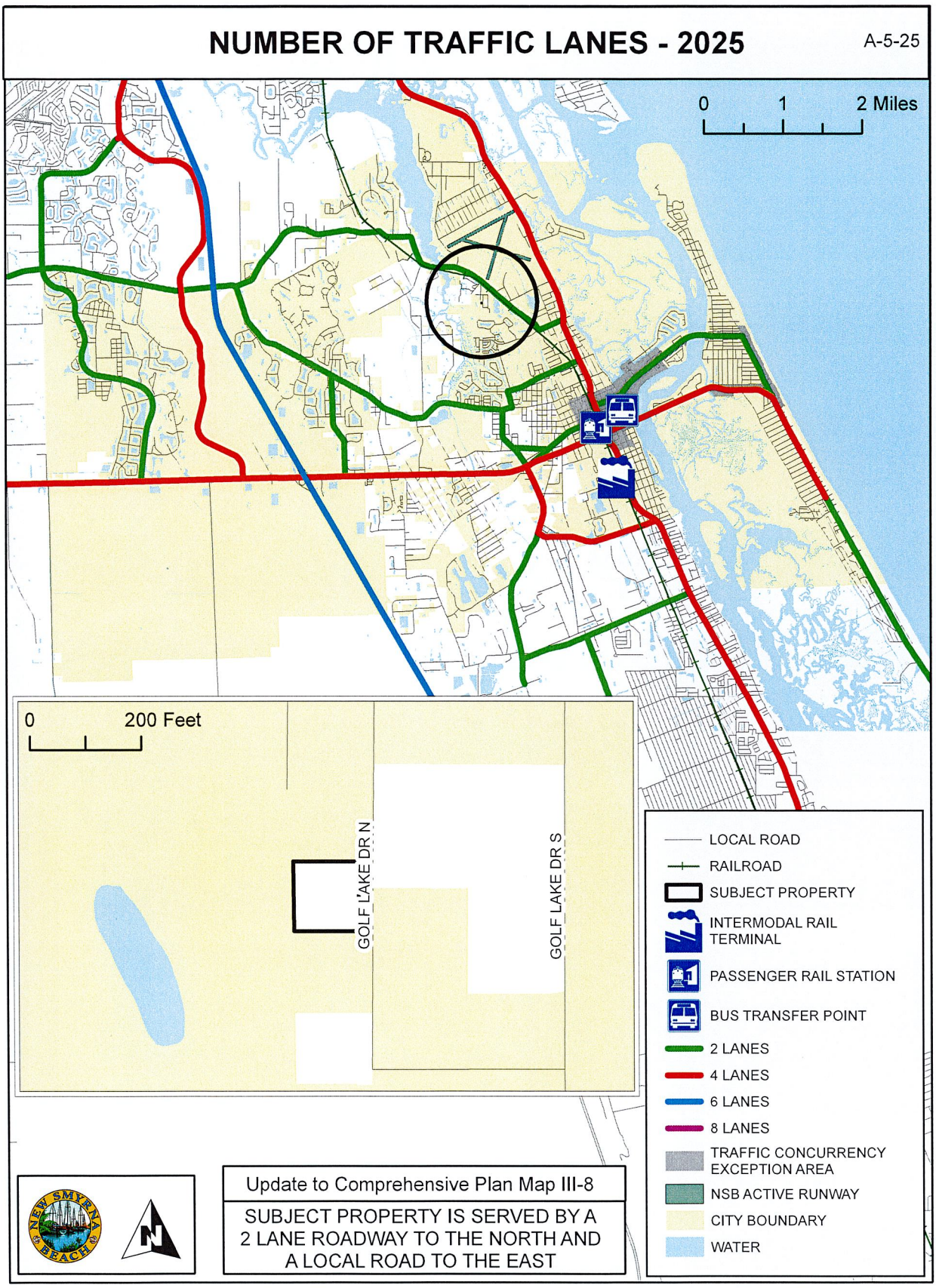

NUMBER OF TRAFFIC LANES - 2025
A-5-25
0 1 2 Miles
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 2 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE EAST

EXHIBIT "N"

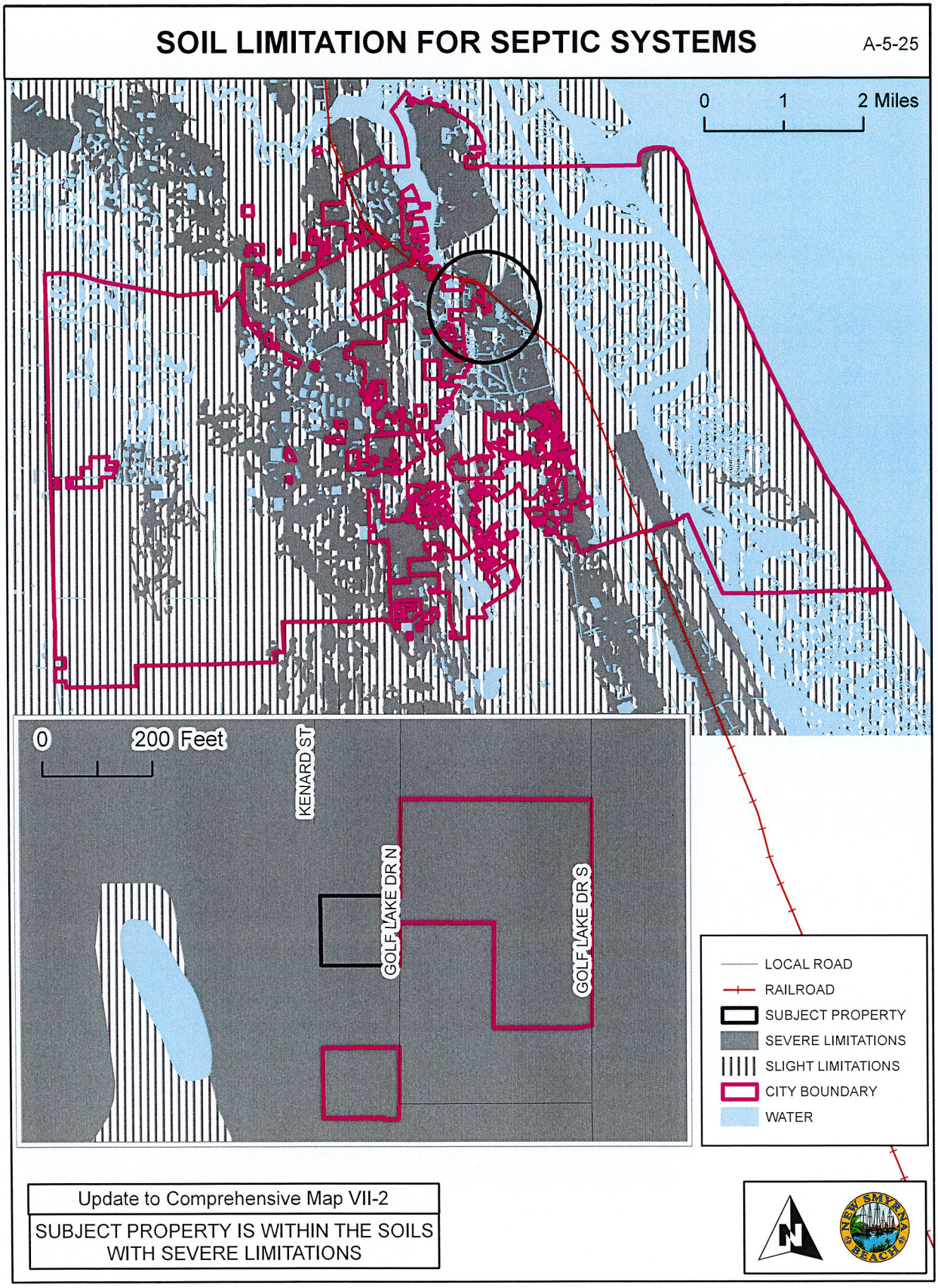

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-5-25
0
1
2 Miles
0
200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SEVERE LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

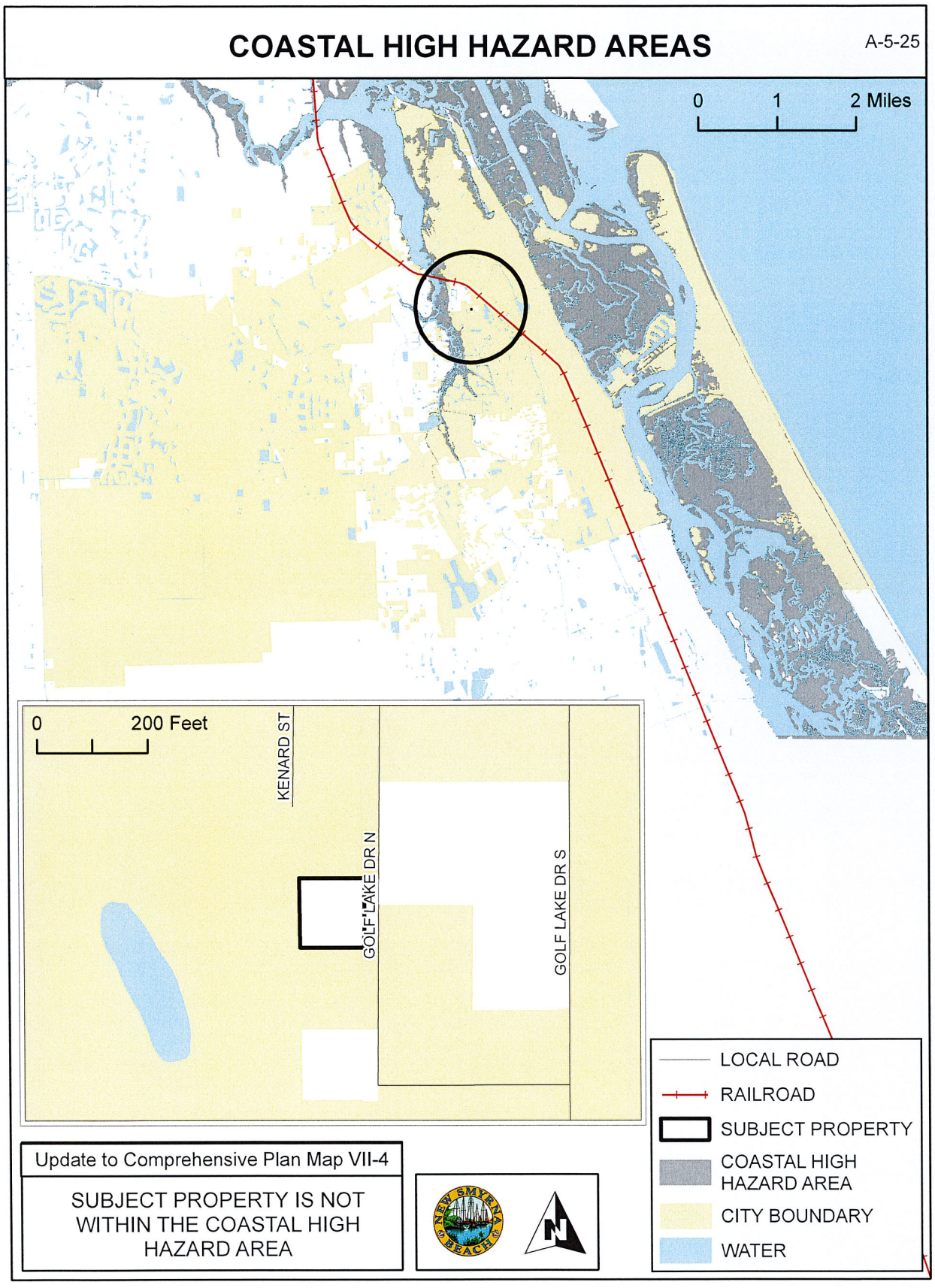

COASTAL HIGH HAZARD AREAS
A-5-25
0 1 2 Miles
0 200 Feet
KENARD ST
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

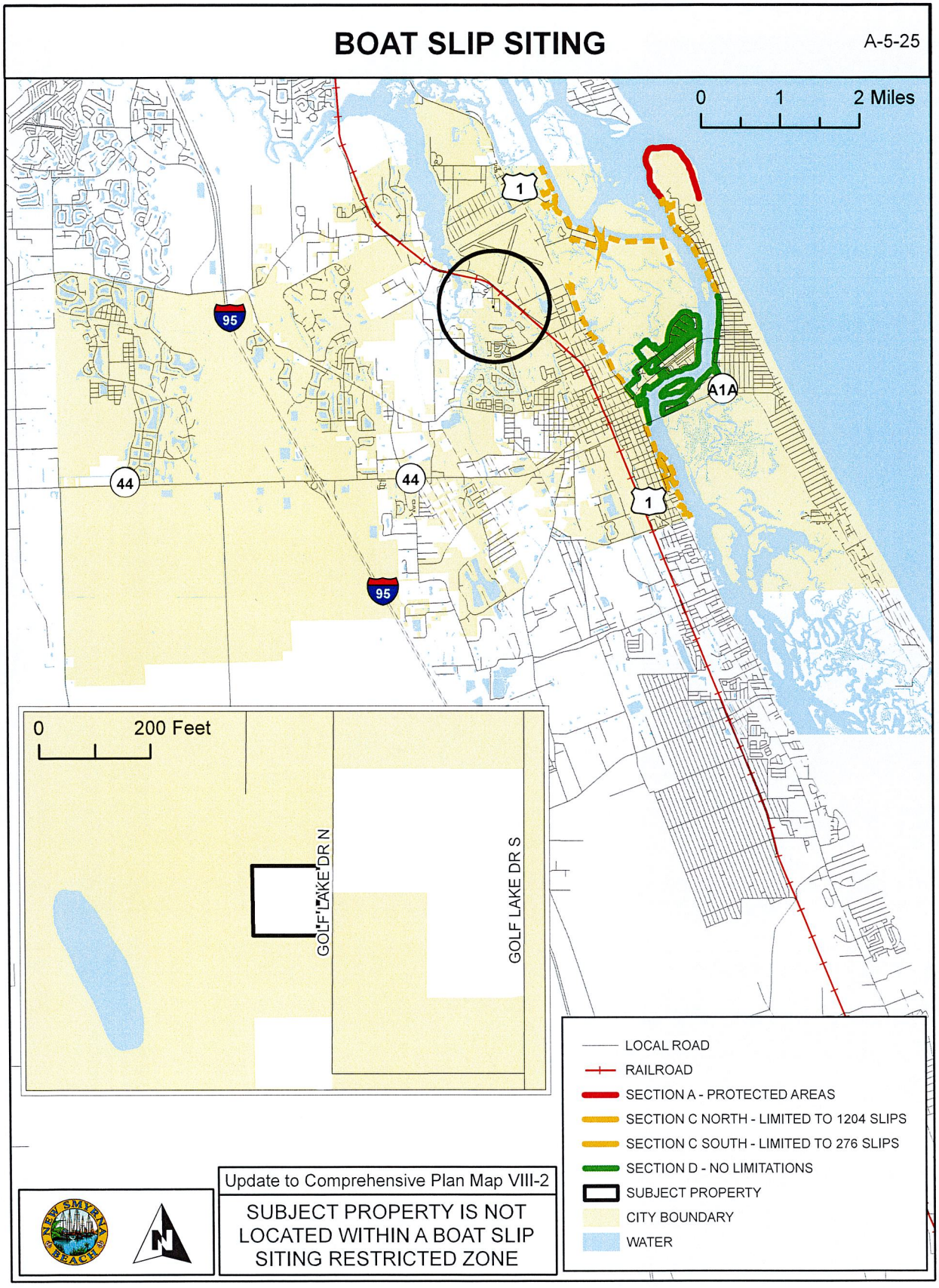

BOAT SLIP SITING
A-5-25
0 1 2 Miles
1
95
44
44
95
A1A
1
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

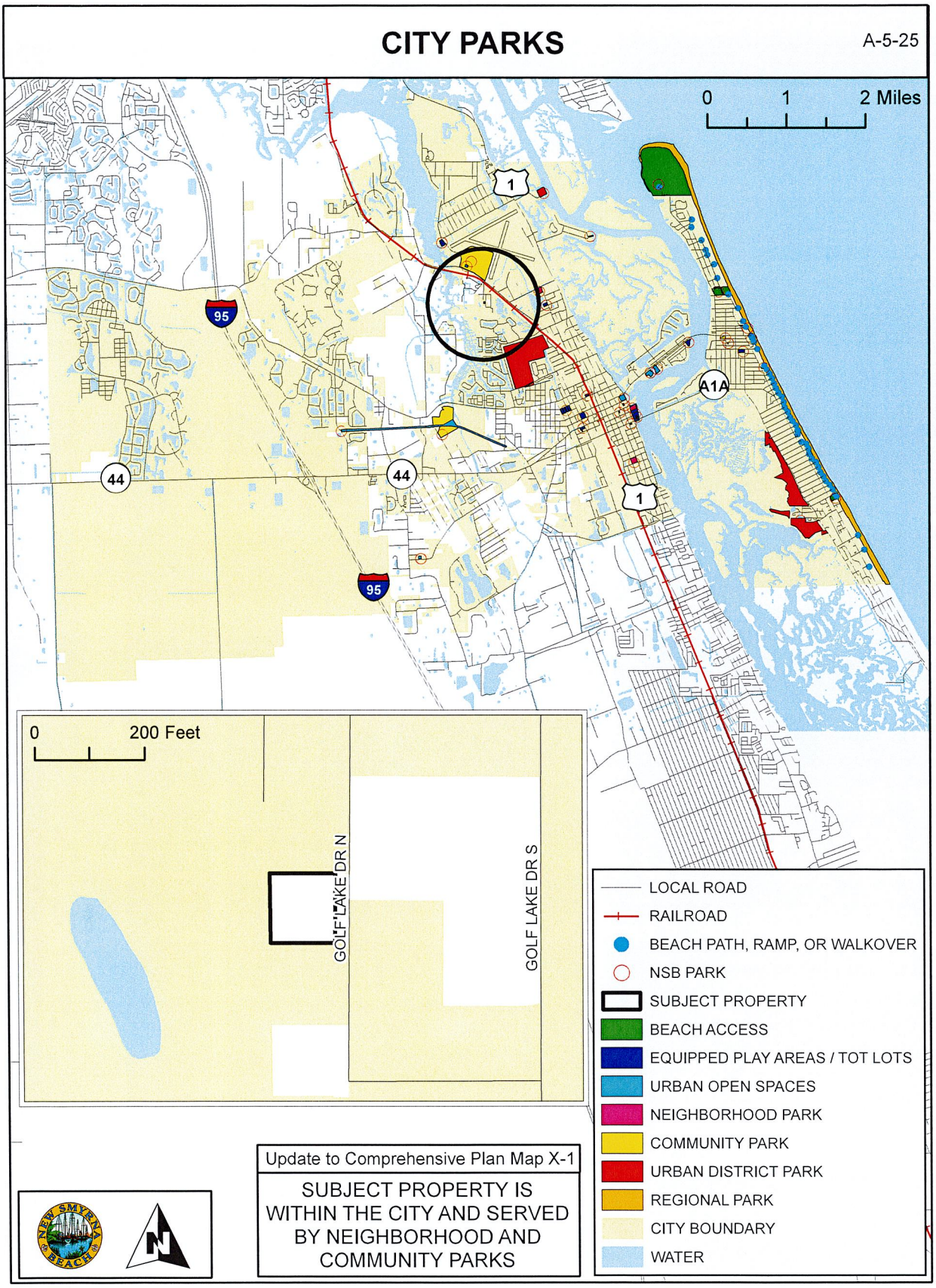
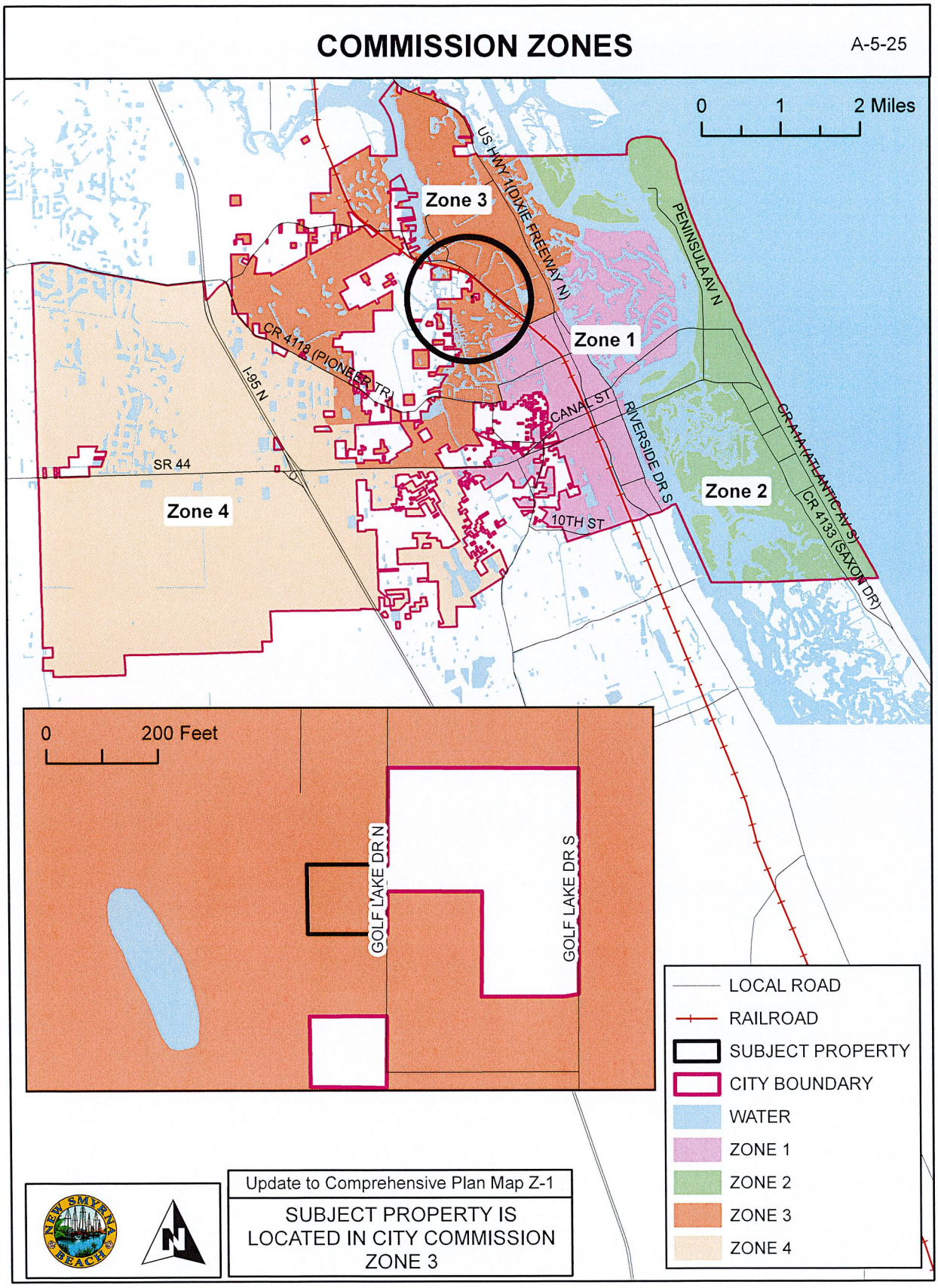

CITY PARKS
A-5-25
0 1 2 Miles
1
95
44
A1A
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-5-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1(DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR 4A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
0 200 Feet
GOLF LAKE DR N
GOLF LAKE DR S
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 3

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 34-25: CONDUCT A FIRST READING OF AN ORDINANCE, IF ADOPTED AT A SECOND READING AND QUASI-JUDICIAL HEARING WOULD REZONE APPROXIMATELY 0.36 ± ACRES OF TO A-3, TRANSITIONAL AGRICULTURE FOR PROPERTY LOCATED AT 1198 N GOLF LAKE DRIVE AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 27, 2025

Background:

Applicant and Property Owner: Richard and Michelle Strong, 1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 0.36 ± acres
- **Location:** West side of N Golf Lake Drive south of Mayport Avenue.

Tax I.D. Number: 7312-00-00-0060

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal

boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on N Golf Lake Drive is currently developed with a single-family house and accessory structures. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County current zoning map and text description for the subject property is attached as **Exhibits C & D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. The existing County FLU category is Rural. The existing County zoning designation is A-3, Transitional Agriculture. The proposed City FLU category is Rural. The proposed City zoning designation is A-3, Transitional Agriculture. A text description of the proposed City A-3, Transitional Agriculture zoning, and a map of the proposed changes are similarly attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on N Golf Lake Driver Trail is currently developed with a single-family house with no plans to increase density for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Warranty Deed are attached as **Exhibits I** and **J**.

Recommendations:

At its regular scheduled meeting on May 5, 2025, the Planning and Zoning Board voted, 6-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested rezoning to City A-3, Transitional Agriculture with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

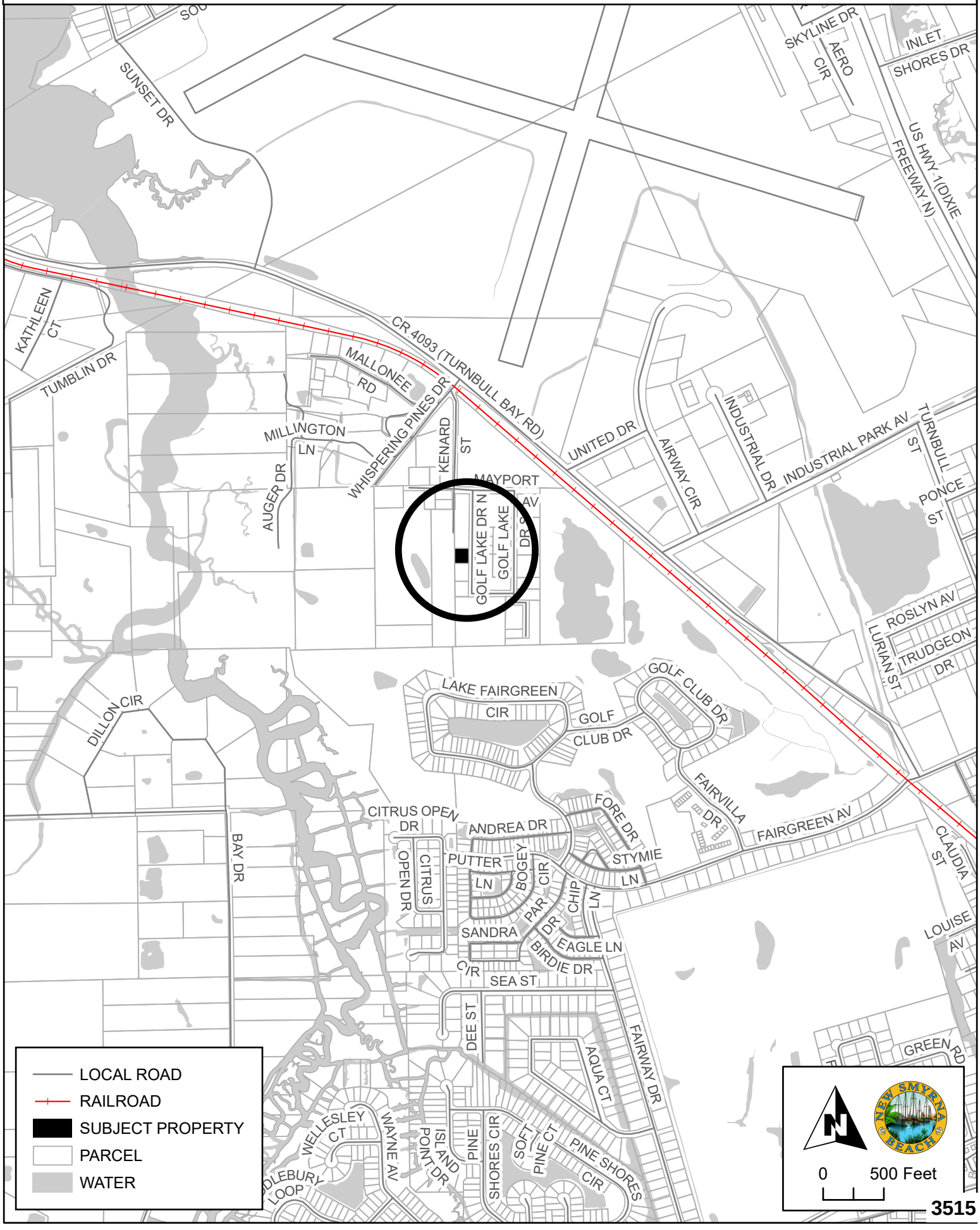
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County A-3 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City A-3 Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Warranty Deed.pdf
Business Impact Estimate - Ord 34-25 1198 N Golf Lake Dr.pdf
Ord 34-25 Rezoning 1198 N Golf Lake Dr.pdf

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 LOCATION MAP



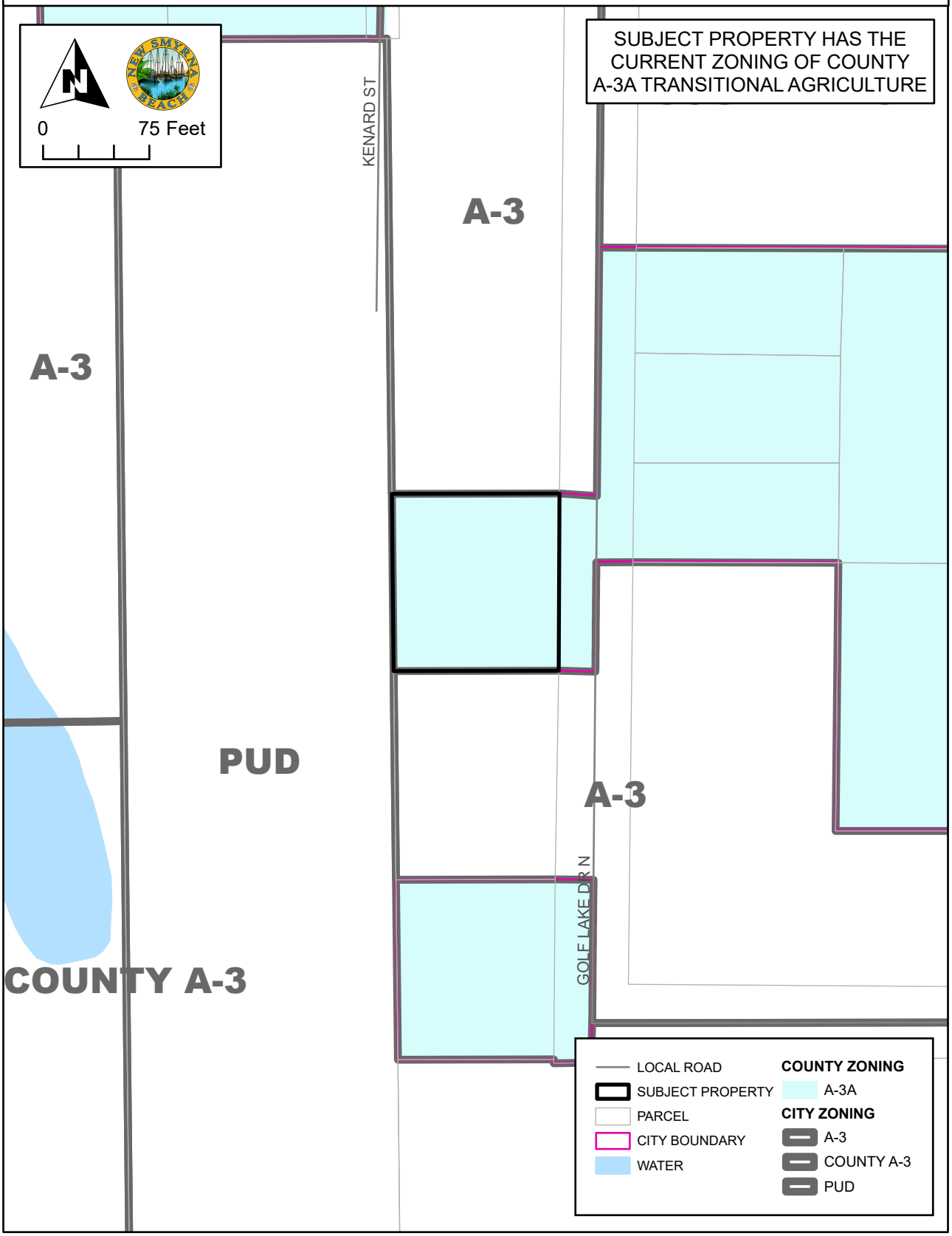
3515

A-5-25: 1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060 AERIAL MAP



EXISTING ZONING

A-5-25



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.

Aquaculture operations in which there are no associated excavations.

Aviaries.

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Hobby breeder.

Home occupations, class A (refer to section 72-283).

Houses of worship.

Parks and recreation areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Silvicultural operations which follow the most up to date state-prescribed best management practices.

Single-family standard or manufactured modular dwelling.

Tailwater recovery systems.

Worm raising.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Animal shelters.

Aquaculture operations in which there are nonexempt excavations (refer to subsection 72-293(15)).

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Dairies and dairy products (minimum parcel size requirement of five acres).

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Equestrian/livestock event facility.

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Group home (refer to subsection 72-293(12)).

Hog farms (minimum parcel size requirement of 2.5 acres).

Home occupations, class B (refer to section 72-283).

Kennels.

Livestock feed lots (minimum parcel size requirement of five acres).

Off-street parking areas (refer to subsection 72-293(14)).

Poultry farms (minimum parcel size requirement of 2.5 acres).

Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Riding stables.

Schools, parochial and private (refer to subsection 72-293(4)).

Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).

Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.

Wholesale or retail fertilizer sales.

Dimensional requirements:

Minimum lot size:

Area: One acre.

Width: 150 feet.

Minimum yard size:

Front yard: 40 feet.

Rear yard: 40 feet.

Side yard: 25 feet.

Waterfront yard: 40 feet.

Maximum building height: 55 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

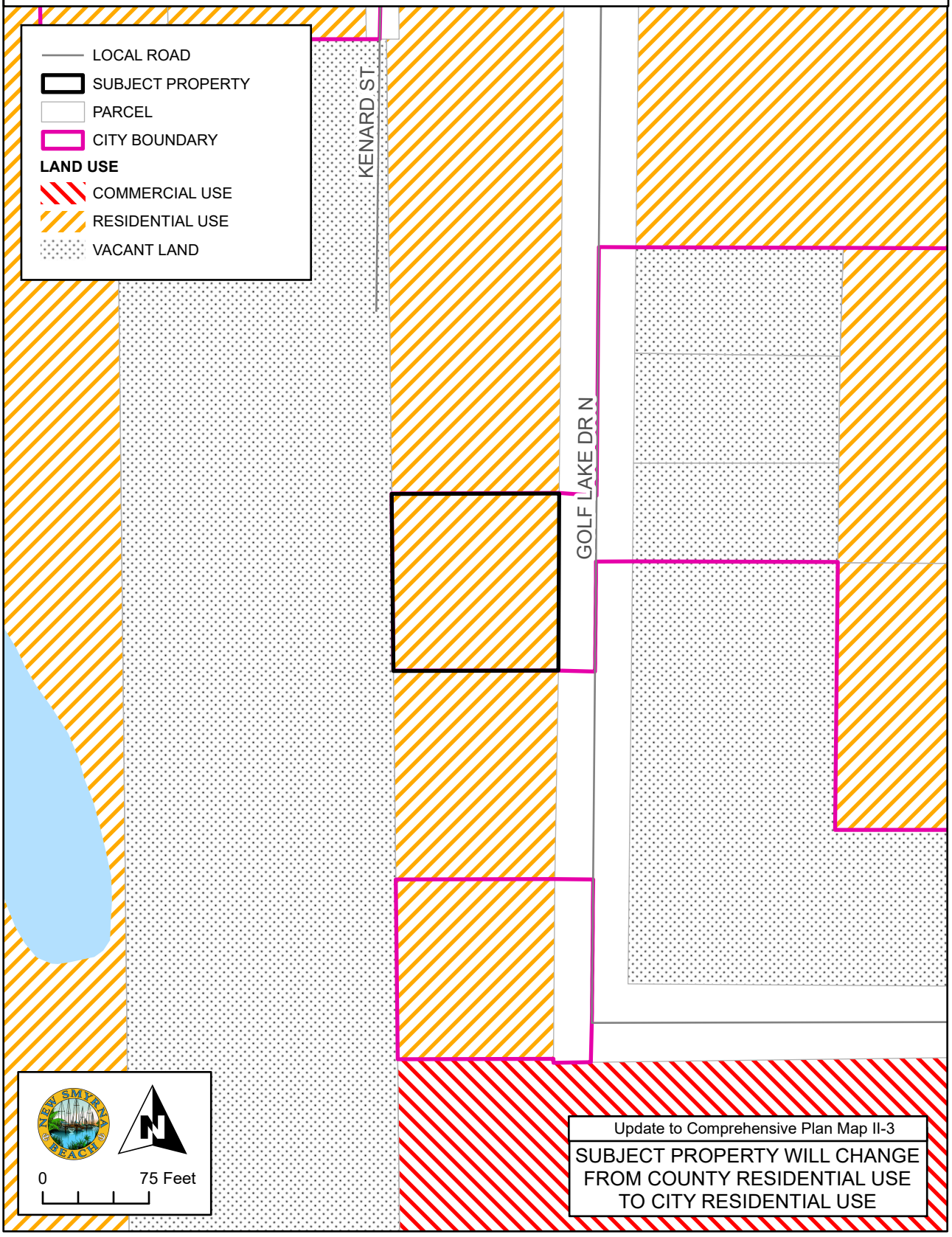
Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.

(Ord. No. 81-39, §§ VII, VIII, 11-19-81; Ord. No. 82-20, §§ V, XIII, 12-9-82; Ord. No. 84-1, §§ I, III, VI, 3-8-84; Ord. No. 84-25, § IV, 10-10-84; Ord. No. 87-14, § II, 6-18-87; Ord. No. 89-20, §§ VI, VII, IX, 6-20-89; Ord. No. 90-34, § 11, 9-27-90; Ord. No. 92-6, § XIII, 6-4-92; Ord. No. 94-4, § XV, 5-5-94; Ord. No. 97-19, §

II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09)

EXISTING LAND USE DESIGNATIONS

A-5-25



A-3 TRANSITIONAL AGRICULTURE CLASSIFICATION

Purpose and intent: The purpose and intent of the A-3 Transitional Agriculture Classification is to preserve and protect small farms for personal and limited agricultural production or to provide a transitional agricultural zone between more intensive agricultural use areas and residential areas. It is intended that this classification be applied to properties which are within a designated rural community, to preserve existing agricultural uses in urban areas as depicted by the comprehensive plan, or to properties so as to coincide with the existing character of an area in a manner consistent with the comprehensive plan.

In order to ensure the long-term vitality of agricultural uses and natural resources, all agricultural uses are encouraged to utilize the natural resource conservation service (formerly the soil conservation service) best management techniques and other agricultural best management practices.

Permitted principal uses and structures: In the A-3 Transitional Agriculture Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Except for those permitted special exceptions listed hereunder, all agricultural pursuits, including the processing, packaging, storage and sale of agriculture products which are raised on the premises.

Apiaries.
Aquaculture operations in which there are no associated excavations.
Aviaries.
Communication towers not exceeding 70 feet in height above ground level.
Essential utility services.
Exempt excavations.
Exempt landfills.
Fire stations.
Hobby breeder.

Parks and recreation areas accessory to residential developments.
Public schools.
Publicly owned parks and recreational areas.
Publicly owned or regulated water supply wells.
Silvicultural operations which follow the most up to date state-prescribed best management practices.
Single-family standard or manufactured modular dwelling.
Tailwater recovery systems.
Worm raising.

Permitted special exceptions:

Animal shelters.
Aquaculture operations in which there are nonexempt excavations.
Cemeteries.
Communication towers exceeding 70 feet in height above ground level.
Dairies and dairy products (minimum parcel size requirement of five acres).
Day care centers.
Equestrian/livestock event facility.
Excavations only for stormwater retention ponds for which a permit is required by this article.
Garage apartments.
Group home.
Hog farms (minimum parcel size requirement of 2.5 acres).
Houses of worship.
Kennels.
Livestock feed lots (minimum parcel size requirement of five acres).
Off-street parking areas.
Poultry farms (minimum parcel size requirement of 2.5 acres).
Processing, packaging, storage, retail or wholesale sales of agricultural products not raised on the premises.
Public uses not listed as a permitted principal use.
Public utility uses and structures.
Recreational areas.
Riding stables.
Schools, parochial and private.
Single-family mobile home dwelling with a minimum floor area of 480 square feet as a temporary residence while building a standard or manufactured dwelling (maximum duration of 18 months).
Temporary campsites for three days before, during and three days after any regularly scheduled racing event at the Daytona Beach International Speedway for Speedweeks, Biketoberfest, the Pepsi 400, and Bike Week, on condition that security, portable toilets, garbage disposal and potable water facilities sufficient to accommodate all occupants and other relevant conditions are provided. Related special events and sales are allowed, if approved as part of the special exception.
Wholesale or retail fertilizer sales.

Dimensional requirements:
Minimum lot size:
Area: One acre.
Width: 150 feet.

Minimum yard size:
Front yard: 40 feet.
Rear yard: 40 feet.
Side yard: 25 feet.
Waterfront yard: 40 feet.

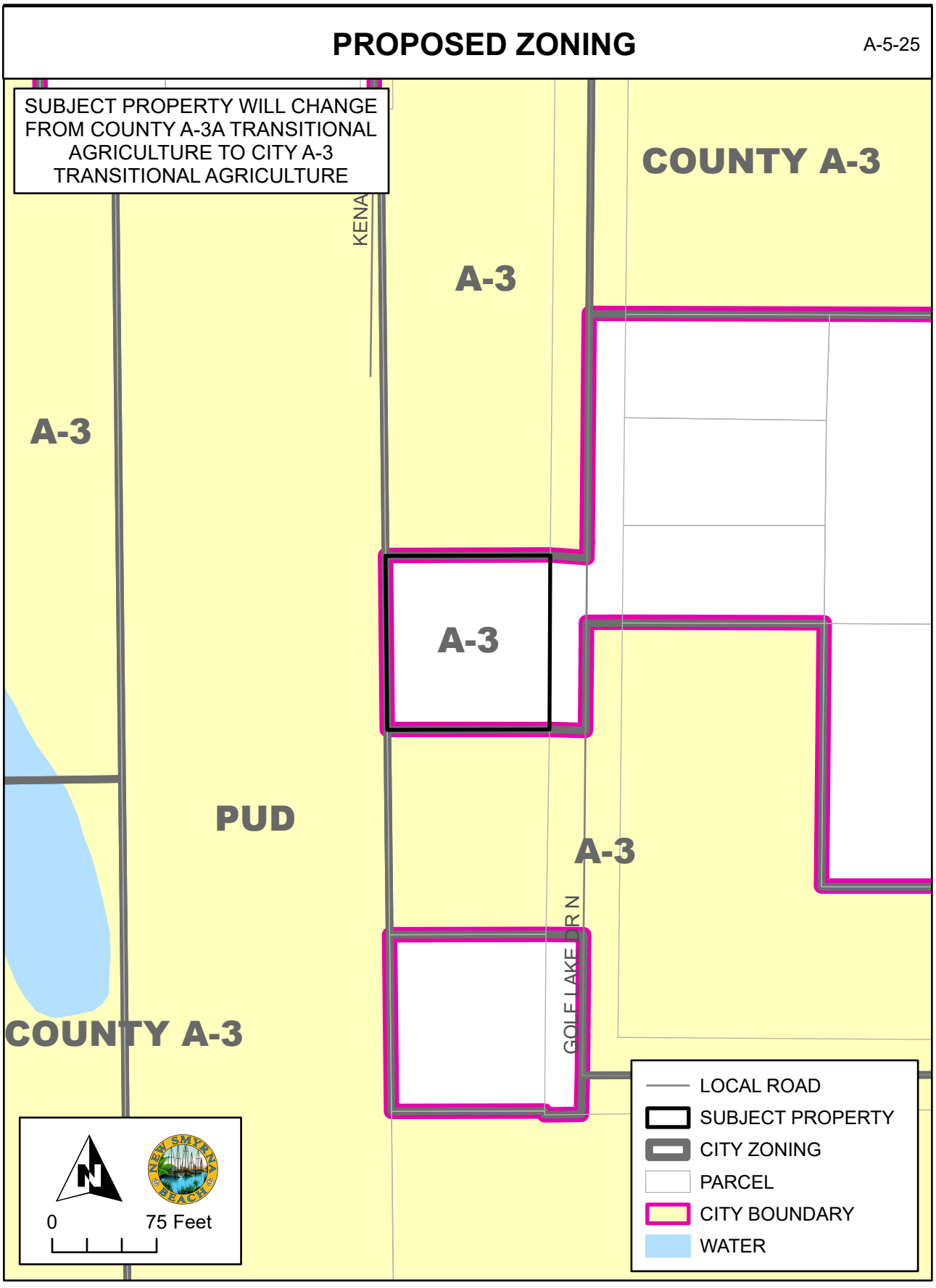
Maximum building height: 55 feet.

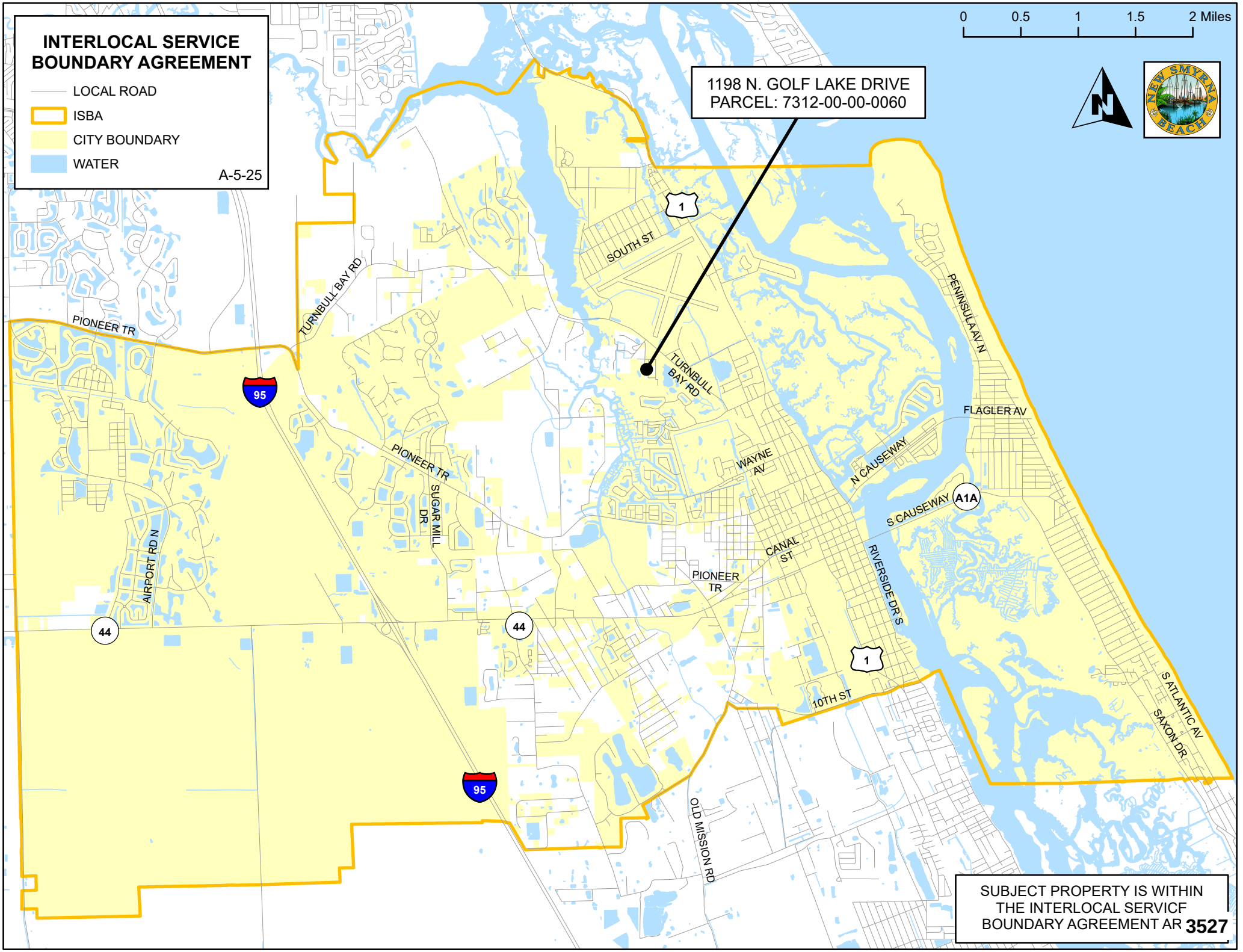
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirement: Off-street parking and loading areas meeting the requirements of this LDR shall be constructed.

Skirting requirement for mobile home dwelling: The area between the ground and floor of the mobile home dwelling shall be enclosed with skirting.


PROPOSED ZONING
A-5-25
SUBJECT PROPERTY WILL CHANGE FROM COUNTY A-3A TRANSITIONAL AGRICULTURE TO CITY A-3 TRANSITIONAL AGRICULTURE
COUNTY A-3
KENA
A-3
A-3
A-3
PUD
A-3
GOLF LAKE DR N
COUNTY A-3
0
75 Feet
LOCAL ROAD
SUBJECT PROPERTY
CITY ZONING
PARCEL
CITY BOUNDARY
WATER


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-5-25
0 0.5 1 1.5 2 Miles
1198 N. GOLF LAKE DRIVE
PARCEL: 7312-00-00-0060
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 3527

LEGAL DESCRIPTION

Address:
1198 N Golf Lake Drive, New Smyrna Beach, Florida 32168

Parcel Number
7312-00-00-0060

AltKey Number:
3699734

Metes and Bounds by Anthony Pinizzotto, P.A.

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

3/19/2020 11:35:22 AM Instrument #2020057834 #1 Book:7831 Page:830 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $2,219.00 Transfer Amt $317,000.00

Prepared by and return to:
Anthony Pinizzotto
Anthony Pinizzotto, P.A.
415 Dunlawton Avenue, Suite 106
Port Orange, FL 32127
(386) 585-8027
File Number: 200202

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 18th day of March, 2020 between **Julie C. Christi** and **Robert Phelan**, wife and husband whose post office address is 2046 Old Daytona Road, Port Orange, FL 32128, grantors, and **Richard Strong** and **Michelle Strong**, husband and wife whose post office address is 11215 Woodside Drive, Demotte, IN 46310-7813, grantees:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in **Volusia County**, **Florida** to-wit:

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest 1/4 of the Northeast 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel Identification Number: 731200000060

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land; that the grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2019**.

In Witness Whereof, grantors have hereunto set grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1
Printed Name: Anthony P[redacted]

Witness #2
Printed Name: SANDY WEILAND

Witness #1
Printed Name: Anthony Pinizzotto

Witness #2
Printed Name: SANDY WEILAND

Julie C. Christi

Robert Phelan

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 18th day of March, 2020 by **Julie C. Christi** and **Robert Phelan** who [ ] are personally known or [x] have produced driver licenses as identification.

[Seal]

ANTHONY PINIZZOTTO
MY COMMISSION # FF972509
EXPIRES: March 22, 2020

Anthony Pinizzotto, Notary Public
My Commission Expires: March 22, 2020

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 34-25 Rezoning 1198 N Golf Lake Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 34-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 0.4± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF NORTH GOLF LAKE DRIVE, SOUTH OF MAYPORT AVENUE, ADDRESSED AS 1198 NORTH GOLF LAKE DRIVE, FROM VOLUSIA COUNTY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* TO CITY *A-3 A, TRANSITIONAL AGRICULTURE AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Richard and Michelle Strong, 1198 North Golf Lake Drive, New Smyrna Beach, Florida 32168, applicants and property owners, have requested the annexation of 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, addressed as 1198 North Golf Lake Drive, from Volusia County *A-3, Transitional Agriculture Airport Overlay* to City *A-3, Transitional Agriculture Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on May 5, 2025, by a vote of 6-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 0.4± acres of property generally located on the west side of North Golf Lake Drive, south of Mayport Avenue, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7312-00-00-0060
1198 North Golf Lake Drive

The North 125 feet of the South 820 feet of the West 125 feet of the Southwest ¼ of the Northeast ¼, Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

shall be and the same is hereby rezoned from Volusia *A-3, Transitional Agriculture Airport Overlay* to City *A-3, Transitional Agriculture Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on July 22, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to

consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 33-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 33-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/19/2025

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 35-25: CONDUCT THE FIRST READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO LIGHTNING DUMPSTER LLC.

May 27, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits." Attached is Lightning Dumpster LLC Non-Exclusive Franchise Ordinance application form and applicable attachments. Lightning Dumpster LLC meets all the requirements and staff is proposing that such a franchise agreement be issued to Lightning Dumpster, LLC.

Findings:

Staff recommends granting a non-exclusive franchise agreement for construction and demolition removal services Lightning Dumpsters, LLC via approval of Ordinance No. with first reading on May 27, 2025, and scheduling of second reading and public hearing for July 8, 2025.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required under SB 170 because this ordinance is only required to implement the agreement.

Strategic Plan Item:

No

Staff Report Created By: Shelly Longfellow

Attachments:

Lightning Dumpster LLC.pdf
Business Impact Estimate - Ord 35-25 Non-Exclusive Franchise - Lightning Dumpster, LLC.pdf
Ord 35-25 Non Exclusive Franchise - Lightning Dumpster LLC.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 5-5-2025

Applicant Name: Chad Zawiewski

Business Name: Lightning Dumpster, LLC

Address: 1601-A Canal ST NSB, FL 32168

Telephone: 386-690-5865 **Fax:** — **E-Mail:** Chad.lightningdumpsters@gmail.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Tomoka Landfill, Samsula Landfill

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: State Natl Ins Co Inc

Address: 1900 L Don Dodson Dr
Bedford, TX 76021

Policy Number: NXTQJ4W3W4-00-GL

Applicant's Signature:

Applicant's printed name: Chad Zawiewski

Applicant's Title: President

3535

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Novak	
Wisdom Insurance Agency 2309 Silvernail Rd Pewaukee WI 53072	PHONE (A/C, No, Ext): (262) 408-5019	FAX (A/C, No):
	E-MAIL ADDRESS: jennifer@wisdominsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STATE NATL INS CO INC	12831
INSURED	INSURER B :	
Lightning Dumpster LLC 777 North Wickham Road MELBOURNE FL 32904-1646	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		NXTQJ4W3W4-00-GL	02/17/2025	02/17/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Smyrna Beach is listed as an additional insured on the general liability. The City shall be given 30 days written notice prior to cancellation or modification.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Toby Stubbs

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 35-25 Non-Exclusive Franchise - Lightning Dumpster LLC

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 35-25 authorizes Lightning Dumpster LLC to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One, Lightning Dumpster LLC

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 35-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO LIGHTNING DUMPSTER LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Lightning Dumpster LLC, a Florida Limited Liability Company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Lightning Dumpster LLC, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Lightning Dumpster LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, Lightning Dumpster LLC.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An

acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held July 8, 2025, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/19/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 35-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2025.

LIGHTNING DUMPSTER LLC, A Florida Limited Liability Company

By:

_____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, as _____ and _____ respectively, of **LIGHTNING DUMPSTER LLC**, a Florida limited liability company, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____

(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

APPOINTMENT - HOUSING AUTHORITY: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE AN UNFILLED FOUR-YEAR TERM, EXPIRING ON AUGUST 31, 2027.

May 27, 2025

Background:

The Housing Authority is composed of five members who must be residents of the City. The Housing Authority prepares, carries out, acquires, leases and operates housing projects to ensure safe and sanitary living accommodations for persons of low income, in accordance with Florida Statutes.

Findings:

Rosemary Walker has resigned from the Housing Authority after serving four terms. The City Clerk's Office has received four applications for your review and consideration to appoint a citizen to serve an unfilled four-year term, set to expire on August 31, 2027. The applicants are:

- Elizabeth Bell
- Deborah Denys
- Jennifer Beth Devine
- Nelson B. McDonald

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Cooperation Agreement.pdf
by laws nsbha.pdf
Elizabeth Bell.pdf
Deborah Denys.pdf
Jennifer Devine.pdf
Anterrius Jackson.pdf
Nelson McDonald.pdf

COOPERATION AGREEMENT

This Agreement entered into this 8th day of January, 1951, by and between THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Local Authority") and CITY OF NEW SMYRNA BEACH, FLORIDA (herein called the "Municipality"), witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

   (a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract entered into prior to March 1, 1949 for loans and annual contributions between the Local Authority and the PHA or its predecessor agencies.

   (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

   (c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.

   (d) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morals.

2. The Local Authority shall endeavor to secure a contract or contracts with the PHA for loans and annual contributions, and shall endeavor to develop and administer one or more Projects. The obligations of the parties hereto shall apply only to Projects

aggregating not more than 300 units of low-rent housing. The Project or Projects shall be located within the corporate limits of the Municipality.

3. (a) Under the constitution and statutes of the State of Florida, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Project were not exempt from taxation.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of

initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, That, where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, That this paragraph 4 shall not apply in the case of (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Munici-

pality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF NEW SMYRNA BEACH, FLORIDA

By _____
Mayor

Attest:

Mary M. Hill
City Clerk

THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA

By H. E. Blomelly
Chairman

Attest:

Fred Lynch
Secretary-Treasurer

The within and foregoing Agreement is approved as to form and correctness this 8th day of January, 1951.

_____
City Attorney of the City of New Smyrna Beach, Florida.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, ENTITLED

A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA

WHEREAS - The City Commission of the City of New Smyrna Beach, Florida, deems it to the best interests of the citizens of New Smyrna Beach, Florida, that the City of New Smyrna Beach, avail itself of the benefits of the Housing Authority Law of the State of Florida;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, IN REGULAR MEETING ASSEMBLED THIS 28TH DAY OF AUGUST, A.D. 1950:

Section 1. That unsanitary and unsafe inhabited dwelling accommodations exist in the City of New Smyrna Beach, Florida.

Section 2. That there is a shortage of safe and sanitary dwelling accommodations in the City of New Smyrna Beach, Florida, available to families of low income at rentals they can afford.

Section 3. That there is a need for a Housing Authority in the City of New Smyrna Beach, Florida, as defined and set forth in the Housing Authority Law of the State of Florida.

Section 4. That this Resolution shall take effect immediately upon its adoption.

s/ E. E. ALTMAN,
Mayor-Commissioner.

ATTEST:
CITY CORPORATE SEAL.
s/ Mary M. Hill,
City Clerk

Adopted August 28, 1950.

I, Mary M. Hill, City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing resolution entitled "A RESOLUTION DECLARING THE NEED FOR A HOUSING AUTHORITY IN THE CITY OF NEW SMYRNA BEACH FLORIDA" is a true and correct copy of the original thereof appears from the official records in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid Resolution was duly adopted by the City Commission of the City of New Smyrna Beach, Florida, at its regular meeting held on August 28th, 1950.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950

Mary M. Hill

CORPORATE SEAL

MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

CERTIFICATE OF APPOINTMENT OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AND DESIGNATION OF THE FIRST CHAIRMAN.

KNOW YE, That pursuant to the provisions of the Laws of the State of Florida, popularly known as the "Housing Authorities Law", the same being Section 421 of the Florida Statutes Annotated, and by virtue of my office as Mayor of the City of New Smyrna Beach, Florida, I DO HEREBY APPOINT the five (5) persons hereinafter named to serve as Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, and to serve for the number of years appearing after their names, respectively, from the 1st day of September, A. D. 1950.

H. E. Donnelly - Four Years
W. K. Sapp - Four Years
Fred Lynch - Three Years
A. L. Pruitt - Two Years
J. E. Lucas - One Year,

AND I DO HEREBY designate Mr. H. E. Donnelly as the first Chairman of the Housing Authority of the City of New Smyrna Beach, Florida.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of New Smyrna Beach, Florida, and caused the official Corporate Seal of the said City of New Smyrna Beach, Florida, to be attached hereto this 1st day of September, A. D. 1950.

s/ E. E. ALTMAN,
Mayor.

ATTEST:
CORPORATE SEAL
s/ MARY M. HILL,
City Clerk.

I, Mary M. Hill, as City Clerk of the City of New Smyrna Beach, Florida, DO HEREBY CERTIFY, that the within and foregoing certificate of appointment, is a true and correct copy of the original thereof, as the same appears from the official records of the City of New Smyrna Beach, Florida, in my office and of which I am the legal custodian. I DO FURTHER CERTIFY, that the abovesaid certificate was filed in my office on September 1st, 1950, by the Mayor of the City of New Smyrna Beach, Florida as is required by and pursuant to law.

IN WITNESS WHEREOF I hereunto set my hand and affix the corporate seal of the City of New Smyrna Beach, Florida, this 11th day of September, A. D. 1950.

CORPORATE SEAL

Mary M. Hill
MARY M. HILL, - City Clerk of the City of New Smyrna Beach, Florida.

MINUTES OF THE ORGANIZATION MEETING OF THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, HELD AT 8 O'CLOCK P.M. ON FRIDAY, SEPTEMBER 15TH, 1950, AT THE CITY HALL OF THE CITY OF NEW SMYRNA BEACH, FLORIDA.

For the purpose of organizing, a meeting of The Housing Authority of the City of New Smyrna Beach, Florida, was held on the 15th day of September, 1950, at 8 o'clock P.M. at the City Hall of the City of New Smyrna Beach, Florida, located on Sams Avenue in said City. All of the members of the Authority were present, as follows:

Mr. H. E. Donnelly, Chairman,
Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

Commissioner Donnelly, Chairman of the Authority, presided and Commissioner Fred Lynch was appointed Secretary of the meeting and kept the minutes.

The Secretary read the call of the meeting, which was ordered spread in full upon the minutes, as follows:

"CALL OF MEETING

New Smyrna Beach, Florida,

September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A. L. Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, a-dopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

(signed) H. E. DONNELLY,
Chairman.

CONSENT TO MEETING

We, the undersigned Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for

the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

(signed) Fred Lynch,
(signed) A.L.Pruitt,
(signed) J. E. Lucas,
(signed) W. K. Sapp."

There were presented to the meeting certified copies of the Resolution of the City of New Smyrna Beach, Florida, creating the Authority and the certified copy of the certificate of appointment by the Mayor of the City of New Smyrna Beach, Florida, of the different members of the Authority, duly verified, showing the names, dates of appointment and the times of the commencement and the end of the terms of office; the said certificate of appointment also shows that H. E. Donnelly was designated to serve for four (4) years as the first Chairman of the Authority. The Chairman directed that these several copies be attached to the minutes of this meeting. It also appeared from the statement of the different Commissioners of the Authority that each Commissioner had taken the oath of office and duly accepted the appointment, and the following Commissioners filed their respective oaths of office, H. E. Donnelly, Fred Lynch, A. L. Pruitt, J. E. Lucas and W. K. Sapp. The Chairman directed that these oaths of office be likewise attached to the minutes of this meeting.

It then appearing that there were present all of the Commissioners of The Housing Authority of the City of New Smyrna Beach, Florida, so appointed, the following resolution was then introduced by Commissioner Lucas, read in full by the Secretary, and considered:

"RESOLUTION NO. 1
RESOLVED, that The Housing Authority of the City of New Smyrna Beach, Florida, be and it hereby is organized pursuant to the provisions of Section 421 Florida Statutes Annotated, and is now authorized to transact business and exercise its functions in its area of operation as defined in said law"

After discussion of Resolution No. 1, Commissioner Lucas moved, seconded by Commissioner Sapp, that Resolution No. 1 be finally adopted as introduced and read. The question being put upon the final adoption of the said Resolution No. 1, the roll-call vote of the Authority resulted as follows: Yeas -Lynch, Pruitt, Lucas, Sapp, Donnelly. Nays: none. The Chairman declared the motion carried and the resolution finally adopted.

The following resolution was then introduced by Commissioner Sapp, read in full by the Secretary, and considered by the Authority:

"RESOLUTION NO. 2
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:
That the following by-laws be and they are hereby adopted and approved as and for the by-laws of The Housing Authority of the City of New Smyrna Beach, Florida:

BY-LAWS OF THE HOUSING AUTHORITY
OF THE
CITY OF NEW SMYRNA BEACH, FLORIDA.

ARTICLE I - THE AUTHORITY.

Section 1. - Name of Authority. The name of the Authority shall be "The Housing Authority of the City of New Smyrna Beach, Florida."

Section 2. - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. - Office of Authority. The office of the Authority shall be at the City Hall of the City of New Smyrna Beach, Florida, but the Authority may have offices at such other place or places as the Authority may from time to time designate by resolution.

ARTICLE II - O F F I C E R S.

Section 1. - Officers. The officers of the Authority shall be a Chairman, a Vice Chairman and a Secretary-Treasurer (who shall be Executive Director).

Section 2. - Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business affairs and policies of the Authority.

Section 3. - Vice-Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall appoint a new Chairman.

Section 4. - Secretary-Treasurer. The Secretary-Treasurer shall keep the records of the Authority, shall act as secretary of the meetings of the Authority, and record all votes and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary-Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of account showing receipts and expenditures and shall render to the Authority, at each regular meeting (or oftener when requested), an account of his transactions

and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may determine.

The compensation of the Secretary-Treasurer shall be determined by the Authority, provided that a temporary appointee selected from among the Commissioners of the Authority shall serve without compensation (other than the payment of necessary expenses).

Section 5. Executive Director. The Secretary-Treasurer shall be the Executive Director of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority. He shall be charged with the management of the housing projects of the Authority.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified; provided, that the first Chairman of the Authority designated by the Mayor of the City of New Smyrna Beach, Florida, shall hold office as Chairman for the length of his initial term as Commissioner of the Authority unless otherwise indicated by said Mayor in his designation of the First Chairman.

The Secretary-Treasurer shall be appointed by the Authority. Any person appointed to fill the office of Secretary-Treasurer, or any vacancy therein, shall have such term as the Authority fixes, but no Commissioner of the Authority shall be eligible to this office except as a temporary appointee.

Section 8. Vacancies. Should the offices of Chairman or Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary-Treasurer becomes vacant the Authority shall appoint a successor, as aforesaid.

Section 9. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by Chapter or Section 421 Florida Statutes Annotated, and all other laws of the State of Florida, applicable thereto. The selection and compensation of such personnel (including the Secretary-Treasurer), shall be determined by the Authority subject to the Laws of the State of Florida.

ARTICLE III. MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be held on the 15th day of September at 8 o'clock P.M. at the regular meeting place of the Authority. In the event such date shall fall on a

Sunday or a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section 2. Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolutions of the Authority.

Section 3. Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Authority a majority of the members of the Authority shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meeting of the Authority the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary-Treasurer.
5. Reports of Committees.
6. Unfinished business.
7. New Business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of such meeting.

ARTICLE IV. AMENDMENTS.

Section 1. Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all of the members of the Authority.

* * * * * * * * * * * *

After discussion of Resolution No. 2, Commissioner Sapp moved, seconded by Commissioner Pruitt, that said Resolution No. 2 be finally adopted as introduced and read. The question being put on final adoption a roll call vote was had and resulted as follows:

Yeas: Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays: None.

Whereupon the Chairman declared the motion to adopt Resolution No. 2, carried and the resolution finally adopted.

The form of a corporate seal was then submitted to the meeting and the following resolution was then introduced by Commissioner Sapp, read in full by the Secretary and considered by the Authority:

"RESOLUTION NO. 3,

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

That the form of the corporate seal submitted to this meeting, be and the same is hereby adopted as the seal of this Authority and the acting-Secretary of this Authority be and he is hereby directed and authorized to imprint said seal on the margin of the minutes of this meeting and opposite this resolution.

That the Secretary-Treasurer or acting-Secretary be and is hereby authorized to affix the seal of the authority in and to all appropriate papers and documents."

After discussion of the resolution, Commissioner Sapp moved, seconded by Commissioner Lucas that Resolution No. 3 be finally adopted as introduced and read and the question of such adoption being put, a roll call vote of the Authority resulted as follows:

Yeas Commissioners Donnelly, Lynch, Pruitt, Lucas and Sapp.

Nays - None.

Whereupon the Chairman declared the motion to adopt carried and Resolution No. 3 was adopted as introduced and read.

The Chairman then announced that it was in order to elect the officers of the Authority to serve until the next annual meeting or until their successors are chosen and qualify in their stead.

Commissioner W. K. Sapp having been nominated for the office of Vice-Chairman, and there being no further nominations, it was duly moved by Commissioner Pruitt, seconded by Commissioner Lucas, that the nominations for the office of Vice-Chairman be closed and that the unanimous vote of the Authority be cast for Commissioner W.K.Sapp for the office of Vice-Chairman. A roll call vote being had on said motion, resulted as follows, Yeas - Donnelly, Lynch, Pruitt, Lucas. Nays - none. Not voting - Sapp. The Chairman then declared the motion to be duly carried and Commissioner W.K.Sapp duly elected to the office of Vice Chairman.

It was determined by the Authority, after discussion, that the office of Secretary-Treasurer should not be permanently filled for the present. It was thereupon determined to appoint one of the Commissioners of the Authority to serve as Secretary Treasurer in a temporary capacity, pending the appointment of a permanent Secretary-Treasurer, such temporary Secretary-Treasurer to serve without compensation, other than the payment of his necessary expenses.

Commissioner Fred Lynch having been nominated for the office of tempotary Secretary-Treasurer and there being no further nominations, it was duly moved by Commissioner Lucas, seconded by Commissioner Pruitt, that the nominations for the office of temporary Secretary Treasurer, be closed and that the unanimous vote of the Authority be cast for Commissioner Fred Lynch for the office of temporary Secretary-Treasurer. A roll call vote being had on said motion resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - none. The Chairman declared the motion to be duly carried and Commissioner Fred Lynch to be duly elected to the office of temporary Secretary Treasurer of the Authority.

It was unanimously agreed by the members of the Authority that the Chairman should cast the unanimous vote of those present for the offices to which they had been nominated, and Chairman Donnelly did then cast the vote of the Authority for W. K. Sapp as Vice-Chairman and for Fred Lynch as temporary Secretary-Treasurer, whereupon the said nominees did officially assume the duties of their respective offices.

A discussion was had by the members of the Authority about the time and place of their regular meeting, and the following Resolution was introduced by Commissioner Pruitt, read by the Secretary in full and considered by the Authority:

"RESOLUTION No. 4
BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

That the members of the Housing Authority of the City of New Smyrna Beach, Florida, shall hereafter meet regularly once each month at the hour of 8 o'clock P.M. on the fourth Tuesday of each month"

After discussion of the above Resolution No. 4 by the Authority it was moved by Commissioner Pruitt, seconded by Commissioner Lucas that the said Resolution No. 4, be finally adopted as introduced and read. A roll call vote being had upon the motion to adopt, resulted as follows: Yeas - Donnelly, Lynch, Pruitt, Lucas, Sapp. Nays - None. Whereupon the Chairman declared the said Resolution No. 4 to be finally adopted.

The Chairman announced that the need for housing in the City of New Smyrna Beach, Florida, had been determined by the City Commission of said City and directed the Secretary-Treasurer to forward to the proper Federal Authorities a transcript of the proceedings thus far taken by the City and this Authority and to seek their help and advice in furtherance of low-cost housing for this area.

It was then moved by Commissioner Sapp that the meeting adjourn and said motion being seconded by Commissioner Pruitt, a roll call vote thereon resulted as follows. Yeas - Donnelly, Lynch, Pruitt, Lucas and Sapp. Nays - None.

H. E. Donnelly

H. E. Donnelly - Chairman

A T T E S T:

Fred Lynch

Fred Lynch,
Secretary-Treasurer.

CALL OF MEETING

New Smyrna Beach, Fla.,
September 13th, 1950.

TO: Mr. J. E. Lucas,
Mr. W. K. Sapp,
Mr. Fred Lynch,
Mr. A.L.Pruitt.

You and each of you are hereby notified that I have called a meeting of the Housing Authority of the City of New Smyrna Beach, Florida, to be held at the City Hall of the City of New Smyrna Beach, Florida, on Sams Avenue in said City, at the hour of 8 o'clock P.M., Eastern Standard Time on the 15th day of September, 1950, for the purpose of organizing the said Housing Authority, adopting by-laws and a seal therefor, electing officers, and to take such other action concerning the organizing of said Housing Authority as the Members thereof may determine.

H. E. Donnelly.
H. E. Donnelly,
Chairman.

CONSENT TO MEETING.

We, the undersigned Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, do hereby accept service of the foregoing Call of Meeting, waiving any and all irregularities in such service and such call, and consent and agree that the said Commissioners of the Housing Authority of the City of New Smyrna Beach, Florida, shall meet at the time and place therein mentioned, and for the purposes therein stated.

Signed at New Smyrna Beach, Florida, this 13th day of September, 1950.

Fred Lynch
Fred Lynch

A. L. Pruitt
A. L. Pruitt

J. E. Lucas
J. E. Lucas

W. K. Sapp
W. K. Sapp.

Boards & Commissions Application

Profile

Elizabeth
First Name

Bell
Last Name

meander1@mindspring.com
Email Address

2224 Deerwood Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 689-9117
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

24years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Kenny/Technical High Jacksonville, Florida

College(s)

University of South Florida

Degrees held

Bachelor’s in Interdisciplinary Studies, Master’s in Public Health

Upload a Resume

Work Experience

Orlando Regional Healthcare
Employer

Director of Community Health Improvement
Job Title

Please describe your work experience, if any.

Above is one position from a long career in healthcare, social services, county government and journalism. I have printed copies of my resume but unfortunately not one on computer.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Served previously on Neighborhood Council

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am a longtime New Smryna, having lived here since 2000. I am a native of Jacksonville and previously lived in Orlando, Haines City and Tampa. For a number of years I worked in healthcare, social services and county government. I believe one should take part in the community in which one lives. I know I could make a positive contribution to the Housing Board.

References

Name of Reference #1

Louis Ginocchio

Address of Reference #1

420 Shorewood Ln New Smyrna Beach 32168

Telephone Number of Reference #1

914-388-2204

Email address of reference #1

Louisginocchio69@gmail.com

Nature of your relationship (business/personal).

Personal - neighbor and friend for 15+ years

Name of Reference #2

Susan Green

Address of Reference #2

2271 Candlewood

Telephone Number of Reference #2

386-689-1841

Email Address of Reference #2

Doodlegreen@icloud.com

Nature of your relationship (business/personal).

Personal - friend for five years

Name of Reference #3

Maura LeCroy

Address of Reference #3

7113 Tonga Dr Jacksonville, Florida 32216

Telephone Number of Reference #3

813-361-8642

Email address of Reference #3

Mauralecroy@aol.com

Nature of your relationship (business/personal).

Personal - friend for more than 30 years

Boards & Commissions Application

Profile

Deborah
First Name

Denys
Last Name

ddenys@cfl.rr.com
Email Address

2505 Cone Lake Dr
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 451-5260
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

35 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Bishop Luers

College(s)

Purdue,

Degrees held

BS Business Administration and Management

Deborah_Denys_Bio_3-6-25.docx
Upload a Resume

Work Experience

Weichert Realtors
Employer

Realtor
Job Title

Please describe your work experience, if any.

Licensed National Security Dealer, Licensed Life and Health Agent, Realtor

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

• Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis • Board Member of Burns Sci Tech Charter School • Volusia County School Board Member 1994 - 1998 • Volusia County Council Member 2012 - 2020 • C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce. • Habitat for Humanity Board Member • Guardian ad Litem for 7th Judicial Circuit • Licensed Therapeutic Foster Parents for Children's Home Society • Board Member Southeast Volusia Chamber of Commerce • Chair Education Committee Southeast Volusia Chamber of Commerce • Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested and committed to our community. I bring a wide variety of skill sets and contacts as well as being able to connect with influencers at city, county and state level.

References

Name of Reference #1 (Please do not list current elected officials)

Judy Reiker

Address of Reference #1

464 Bouchelle, Unit 304 New Smyrna Beach, FL. 32168

Telephone Number of Reference #1

386-689-5531

Email address of reference #1

judy.reiker@outlook.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #2 (Please do not list current elected officials)

John Vazquez

Address of Reference #2

248 Golf Club Dr. New Smyrna Beach, FL. 32168

Telephone Number of Reference #2

386-314-1158

Email Address of Reference #2

JVBarb@aol.com

Nature of your relationship (business/personal).

Personal & Business

Name of Reference #3 (Please do not list current elected officials)

Mike & Susan Hickson

Address of Reference #3

1785 Victorys Path Trail New Smyrna Beach, FL. 32168

Telephone Number of Reference #3

386-566-6012

Email address of Reference #3

givethanks7@gmail.com

Nature of your relationship (business/personal).

Personal & Business

Deborah Denys

My Experience

- Florida Communities Trust Board Member - Appointed by Governor Ron DeSantis
- Board Member of Burns Sci Tech Charter School
- Volusia County School Board Member 1994 - 1998
- Volusia County Council Member 2012 - 2020
- Chair Early Learning Coalition of Flagler & Volusia Counties. Appointed by Governor's Jeb Bush & Charlie Crist

My Credentials and Memberships

- 2020 FOCUS Award for outstanding achievement in the planning process.
- 2019 Citizen of the Year - Ongoing efforts to promote water quality investments and fulfill vision for thriving commercial & aviation industry.
- Chair River to Sea Transportation Organization - Facilitated 2045 Long Range Transportation Plan and coordinated locally and within the state and region. Integrated detailed and general community and stakeholder input. Identified multimodal, fiscally-constrained Cost Feasible Plan to enhance area's transportation network.
- 2017 - One of Top 30 Most Influential People in Volusia & Flagler County
- 2014 - One of Top 55 Most Influence People in Volusia & Flagler County
- Chair Central Florida Metropolitan Planning Organization Board of Directors. Encompassing 10 counties, 2 Department of Transportation Districts. 2017-2020
- Chair Indian River Lagoon National Estuary Program. Developed and successfully implemented 10 Comprehensive Conservation Management Plan. Encompasses 5 counties, 2 water management district, DEP & EP

My Community Involvement

- C0-Founder Crystal Apple Awards! Community is so important to our quality of life! 30 years ago I recognized the need to recognize and honor our teachers within our business community, and the Crystal Apple Awards was born. It's an honor every year for the last 30 years to host and sponsor this event through the Southeast Volusia Chamber of Commerce.
- Habitat for Humanity Board Member
- Guardian ad Litem for 7th Judicial Circuit
- Licensed Therapeutic Foster Parents for Children's Home Society
- Board Member Southeast Volusia Chamber of Commerce
- Chair Education Committee Southeast Volusia Chamber of Commerce

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Jennifer	Beth	Devine

jendev7@yahoo.com
Email Address

3205 Hill Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (650) 704-4590
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Baraboo, Wisconsin

College(s)

AZ State Univ, Uof Dallas, Purdue Global

Degrees held

Bachelor of Science, MBA; and JD.

Jennifer_Devine_Resume_City_of_New_Smyrna_Beach_-2.pdf
Upload a Resume

Work Experience

Not currently employed
Employer

Attorney
Job Title

Please describe your work experience, if any.

Licensed to practice law in California and Wisconsin . Experience in immigration, family, and civil matters. Extensive volunteer background to support local community, school, government, athletic, and church organizations in Texas, California,Wisconsin,and Brazil, Areas of expertise and/or experience include personnel management and Human Resources management, non-profit and school board memberships, grant writing, career counseling, resume building, housing assistance, advocating for those In need, referrals for mental health treatment and more. Decorated officer (U.S.Army) veteran who served in Saudi Arabia during first Gulf War.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

Very limited - Patron of Images 2021 and 2022. Attended ACA Fundraiser in 2022 as well as events sponsored by Canal Street and Flagler Ave Business organizations. Attended my first State of City event last week. and attended a "Meet the Candidate" event for Valli Perrine. On the wait list to join Smyrna Yacht Club (Member of Milwaukee Yacht Club and Halifax Yacht Club currently) and plan to live/travel extensively on my boat next summer.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am excited to be living in New Smyrna Beach after 30+ years of visiting my husband's family who own condominiums here. Having moved around a lot, I am glad to finally put down roots and believe a role on a board or committee would be a great start to meet people and for me to serve others and give back. I am interested in any role for which there is a need and seems to be a good fit.

References

Name of Reference #1

Barbara Stoltz

Address of Reference #1

5300 S Atlantic Ave, Unit 9307 New Smyrna Beach FL 32169

Telephone Number of Reference #1

(314) 283-3557

Email address of reference #1

stolzsa@swbell.net

Nature of your relationship (business/personal).

Personal

Name of Reference #2

Gayle Hitchings Lane

Address of Reference #2

5300 S. Atlantic Ave #10503 New Smyrna Beach, FL 32169

Telephone Number of Reference #2

8136792088

Email Address of Reference #2

Redhotsis@yahoo.com

Nature of your relationship (business/personal).

Personal

Name of Reference #3

Jean Gillen

Address of Reference #3

914 S. Riverside Drive New Smyrna Beach, FL 32168

Telephone Number of Reference #3

3219470012

Email address of Reference #3

Jeangillen@yahoo.com

Nature of your relationship (business/personal).

Personal

Jennifer Devine
3205 Hill Street, New Smyrna Beach, FL, 32169; 650-704-4590 ; jendev7@yahoo.com

Summary

Licensed attorney in Wisconsin and California. A combat veteran with experience working and volunteering in government, including service as Asylum Officer for Department of Homeland Security. Worked in both large and small law firms and also served as Manager of Human Resources for the distribution center of a multinational corporation. Commitment to volunteerism with background and experience living in a variety of large and small towns inside and outside of the United States, which gives a wide appreciation for understanding and navigating cultural and personal differences. Focused on supporting the City of New Smyrna Beach staff and elected officials through active participation in boards/committees or any other manner which could add value to our beautiful city.

Experience

Associate Attorney

Milwaukee Justice Center, Milwaukee, WI (2019-2021)

Assisted in preparation of legal documents for family and civil matters in conjunction with Marquette Legal Clinic. Represented indigent clients in family matters including providing financial and career counseling.

Bruck Law Offices, Milwaukee, WI (2019-2020)

Traveled throughout Wisconsin representing local hospitals and medical providers.

Grzeca Law Group, Milwaukee, WI (2019)

Upon relocating, Partner gave notice on my first day of work and I was asked to take over all business immigration. After learning of the significant backlog of cases and lack of commitment to staffing, I also departed the firm.

Fragomen, Del Rey, Bernsen & Loewy, Santa Clara, CA (2018-2019)

Prepared petitions and applications on behalf of foreign national employees of leading high technology companies.

Asylum Officer, USCIS, San Francisco, CA (2017-2018)

Conducted interviews and orientations with Asylum seekers at DHS Federal Buildings in SF as well as in detention centers. Conducted background checks and assessed jurisdictional issues prior to interviews. Granted Top Secret Clearance (2018-2023)

Guardian ad Litem, Santa Clara, CA (2015 - 2017)

Independent Contractor for the County of Santa Clara Superior Court, assigned by judge to assist adult clients involved in family and dependency litigation. Participated with case workers, housing advocates, and other agencies to find housing, counseling programs, and other services for clients.

Substitute Teacher, Palo Alto Unified School District (2009–2013)

Sought after elementary and middle school substitute teacher in exemplary Palo Alto public schools.

Substitute Teacher, Southlake Independent School District (2005-2009)

Community and School Leader various locations (1996 - Present)

Served in various non-profit educational, community, and charitable organizations to support my three wonderful children who are now in their 20's and hold successful careers in Healthcare, Science, and Sales. Board positions at Bellarmine College Preparatory School (San Jose, CA), PTA's & PTO's in public schools in CA and TX, UFL and Pop Warner football leadership, USA Swimming, Boy Scouts, Girl Scouts, various debate and robotics Teams, Jr. League of South Brevard, The Cloisters HOA, YMCA, YWCA, Meals on Wheels, Altrusa, various churches, and more.

Human Resources Manager, Nokia Dallas, TX (1993-1996)
Responsible for all aspects of HR function including hiring, training, performance management, benefits, policies and procedures. One of first employees at global manufacturing and distribution center. Responsible for core Headquarters group: handling expatriate issues, relocation, immigration, and setting up U.S. compliance and regulatory procedures.

Human Resources Manager, Aon Dallas, TX (1991-1993)
Administrative and Human Resources support for disability insurance carrier and non-profit self insurance pool, serving clients of public entities throughout Texas. Responsible for hiring process, benefits administration, orientation, member services, proof-reading and approval of official documents, and a variety of office management tasks.

Captain, U.S. Army — Fort Hood, Texas (1989-1997)
Called to active service upon completion of ROTC program at Arizona State University, assigned to duty at Ft. Hood,TX. Served in Military Intelligence Battalion as Personnel and Logistics Officer. Decorated combat service, deployed to Saudi Arabia with the 82nd Airborne.

Education

Purdue Global/Concord Law School, Juris Doctor
University of Dallas, MBA
Arizona State University, BA, Political Science

Boards & Commissions Application

Profile

Anterrius
First Name

Jackson
Last Name

muttjackson@gmail.com
Email Address

319 Sheldon St
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (386) 316-7874
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

30yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

New Smyrna Beach High School

College(s)

Degrees held

Upload a Resume

Work Experience

Southards Recycling
Employer

Driver
Job Title

Please describe your work experience, if any.

Mostly CSR and Professional Driver (Class A) license.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

CDBG

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Getting knowledge of how Boards work within the community. Thinking about running for House Representatives or something along the lines.

References

Name of Reference #1 (Please do not list current elected officials)

Carl Shedrick

Address of Reference #1

210 Washington st

Telephone Number of Reference #1

3866894668

Email address of reference #1

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Pastor Pete Carter

Address of Reference #2

615 Washington St

Telephone Number of Reference #2

3864020304

Email Address of Reference #2

Nature of your relationship (business/personal).

Pastor

Name of Reference #3 (Please do not list current elected officials)

James Jenkins

Address of Reference #3

1812 Queen Palm Dr

Telephone Number of Reference #3

3866899154

Email address of Reference #3

Nature of your relationship (business/personal).

Dad

Boards & Commissions Application

Profile

Nelson
First Name

Mcdonald
Last Name

nelson.mcdonald@gmail.com
Email Address

1331 Saxon Dr #177
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (202) 615-5540
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Housing Authority: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

two years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Cocoa Beach High

College(s)

BCC, UT Knoxville, Harvard, UCLA, MIT, DSC

Degrees held

AA Brevard Community College, Bachelor of Science in Accounting from University of Tennessee, Masters with Finance and control from Harvard's school of Education, CFP courses at UCLA, Artificial Intelligence course MIT 2019, currently enrolled at Daytona State College.

Nelson_McDonald_Resume_2_7_25_PDF_format.pdf
Upload a Resume

Work Experience

Plumbline Wealth / Plumbline Real Estate
Employer

Owner
Job Title

Please describe your work experience, if any.

Extensive real estate development of upscale master planned communities as owner, consultant, and employee in a wide variety of capacities from controller, sales and marketing director, project manager, senior VP, and President. I have overseen architectural control boards, property owner associations, builder programs, sales and marketing programs and all amenities for gated and master planned communities.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Rotary club of NSB. NSBBOR Board of Realtors, Home builders association of Atlanta, Scottish Rite Children's hospital, Atlanta GA. E3RC a 501c3 nonprofit as executive director.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Community service by educated and experienced professionals will enhance the proper development and oversight of New Smyrna Beach as it continues to grow and become a destination resort community. I grew up in Cocoa Beach during the space boom of the 60's and 70's and have seen every kind of real estate development from wonderful to awful. My hobbies and sports include surfing, photography and running.

References

Name of Reference #1 (Please do not list current elected officials)

Katie Kaufman

Address of Reference #1

402 Faulkner Dr, New Smyrna Beach FL 32168

Telephone Number of Reference #1

407-808-1606

Email address of reference #1

ktphoto@aol.com

Nature of your relationship (business/personal).

friend

Name of Reference #2 (Please do not list current elected officials)

Eric Wright

Address of Reference #2

155, South Court Ave, Unit 1410, Orlando, FL 32801

Telephone Number of Reference #2

321-543-6296

Email Address of Reference #2

wrightangle.ew@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #3 (Please do not list current elected officials)

Judith 'Judy' Reiker

Address of Reference #3

464 Bouchelle Dr. New Smyrna Beach, FL 32169

Telephone Number of Reference #3

(386) 689-5531

Email address of Reference #3

Judy.reiker@outlook.com

Nature of your relationship (business/personal).

rotary club fellow member

Real Estate Development Executive
Sales / Marketing Vice President **Nelson McDonald**
Project Management

I have 40+ years' experience in a variety of roles that include development, project management and sales and marketing. My most recent position was with Medallist, an international company owned by Greg Norman and Macquarie Bank where I was VP and National Director for the US operations overseeing all sales and marketing and providing input into the development process and financial operations.

My greatest successes have come from reinventing and revitalizing operations and turnarounds. Substantial contributions: strategic marketing, team motivation and brand development. My experience includes directing market intelligence, competitive analyses, positioning and brand research from acquisition to exit strategy. Directed numerous product introductions, managed entire business units, and created numerous project teams. Design and implement project development, new business, sales and marketing, & financial plans. Proven track record in upscale & luxury residential, commercial, mixed-use components. A leader with innovative models and CRM.

Plumbline Wealth / Plumbline Real Estate – business broker, real estate broker and consultant for upscale and investment real estate, trustee of equity portfolios. Developed E3RC an artificial intelligence paradigm for lifestyle and wealth management virtual reality 'gaming' concept to help improve decision making and financial planning for Professional athletes.

Medallist US Sales and Marketing Partner, Project Management of projects Montana to Florida. Create and implement design, development, sales and marketing, & financial plans. Upscale & luxury residential and commercial components. Innovative development models and strategic plans. Acquisition and brokerage due diligence, Market research, and Branding. Multinational conglomerate – large investment bank
Contact: Mick O'Brien Senior VP US Operations, Tom Thurber VP Finance/Controller

SMS Real Estate Business brokerage Atlanta, Project Management of multiple projects Montana to Florida. Lead design, development, strategic planning, and sales and marketing functions. Develop and monitor innovative business development & financial plans. Upscale & luxury residential (Condo, Density, SF, Estate) and commercial. Perform acquisition and brokerage due diligence, Market research, and Branding. Handle negotiations, mediations and corporate communications.
Key Clients / contacts: Lone Star funds / Old Kinderhook, Lone Star Funds: Len Allen, President US,
Elmer Stephens, Steve Leverenz,
Palencia / Hines: Walt O'Shea, Project Manager, Michael Harrison, Southeast regional VP,
George Lancaster, VP Corp Communications
St Joe/Arvida: Various master planned communities in Florida and Georgia

Laurel Springs President residential real estate start-up, Upscale and Luxury Residential. Supervise brand, business model, sales and marketing plans, start-up to fully staffed operation. Developed project from Design & land planning to full operation in 18 months. Investor/lender presentations. Sales first two years: 200 homes $133million. builder program, real estate operational, budgets, market analysis, brand planning
Contact: Bill Walton, Principal, Westbrook Partners, LLC, Partners: Peter Millichap, Fritz Rybert

Country Club of the South, Jack Nicklaus golf community Project Manager from Sales Director / Controller.3 years Implement business plans, job cost systems, staffing, and budgets for all areas of 900 acre PUD: POA, club, sales, marketing, design, project management & development. Manage accounting, training, HR and contract administration. Doubled sales during recession.
Contact: Bob Sierra, Owner JNDC, Nicklaus Sierra Dev Corp

Tattersall Properties Controller, Due Diligence and Acquisition. Design and implement all financial systems for new company start-up. Included: Horseshoe Bend golf community PUD real estate and golf club, condo / apt's, shopping centers, office, and mixed use.

Jalon Property corp / Eiger – Asset manager 1984 - Don Spurlock, Pamela Howell, president Property Jax to Melbourne, consultant, commercial leasing, property management

P.J. Goodwin Corp. Controller, Commercial builder/Developer, Quadrupled investment income by designing cash management systems. Handled all budgeting, staffing, bonding, leasing and property management for hotel, commercial, and industrial portfolio. innovating

Shenck Company Accountant, Monthly Financials, daily inventories for beverage distributorship. Handle Interface with CPA firm regarding annual reviewed Statements.

GECC Merritt Island, FL Credit and Collection Mgr, handle credit approval and collections for Brevard and Volusia county office. Staff of 5.

Portfolio samples:

Tennessee National www.tennesseenational.com
Hawks Ridge - Luxury residential and resort community www.Hawksridge.com
Hines – International developer of commercial and PUD properties. www.hines.com
Old Kinderhook – Marina, Retail and Residential mixed-use project www.oldkinderhook.com
Palencia –Urban town center, waterfront residential, commercial www.palenciaonline.com

Achievements / Awards:
Atlanta Home Builder Association and Board of Realtors Board of Directors.
Top sales and marketing council in country winning Best SMC award in USA as chairman.
Judge for real estate award programs, various HBA's across the nation.

National Manager of the Year Award. Platinum Manager award four consecutive years by the National SMC, twice received the prestigious Manager of the Year Award for the Greater Atlanta metropolitan area by the Home Builders Association.

Philanthropic: Develop nonprofit communications and technology systems to improve nonprofit sector efficiency. Programs included: to educate and empower under President Bush's Faith and community based initiatives.

Education / Licenses:
MIT: Artificial Intelligence course 2019
UCLA: Certificate in Financial Planning, 2011
Harvard University: Master's Liberal Arts: Finance, 2009-2010 Focus on communications in a global context, innovation, Financial analysis,
ULI Councils: Environmental / Sustainable Development 1997-2004
Licensed Real estate Broker, Completed coursework: ICSC, IRM, CCIM 1979 - present
Passed CPA exam top 17% nationally 1984
BSBA, Accounting, University of Tennessee 1976 -1978

Job Titles

President
National Director of Sales and Marketing
Partner of Sales and Marketing
Acquisition & Brokerage Partner
Real Estate Development Executive
Project Manager
Sales and Marketing VP
Chief Financial Officer
VP Finance
Controller
Accountant
Property Manager

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

REAPPOINTMENT - PERSONNEL BOARD: CONSIDER THE REAPPOINTMENT OF FIVE (5) CITIZENS TO SERVE THREE-YEAR TERMS TO EXPIRE ON MAY 1, 2028.

May 27, 2025

Background:

The Personnel Board was established under Chapter 59-1612 of the Personnel Policy of the City of New Smyrna Beach. Its primary function is to conduct hearings and review appeals. The board is composed of five members, all of whom must be registered voters residing within the city. Each member serves a three-year term and may serve no more than two consecutive terms. The City Commission may waive this term limit by a majority vote. The board meets as required.

Findings:

Expectations and Responsibilities: Maintain fairness and impartiality in all appeal hearings. Uphold the integrity and confidentiality of the appeal process. Regularly attend scheduled meetings and hearings. Understand and apply relevant city personnel policies and procedures.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

New_Smyrna_Beach__FL_Code_of_Ordinances_-_Personnel_Board.pdf
Ordinance No 14-84.pdf
Personnel Board Roster_Redacted.pdf
Tim Buko Application.pdf
Lori Hartman Application.pdf
Barbara Lutrell Application.pdf
Daniel Moran Application.pdf
Rose_Doug application.pdf

F. - Personnel Board.

The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach.

To hold and conduct hearings involving appeals of disciplinary action against employees.

1. *Composition of the personnel board.* The five members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three years. Members shall serve no more than two consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the Director of Human Resources shall serve as executive secretary to the board; the assistant to the Director of Human Resources shall serve as clerk to the board or as otherwise designated by the City Manager.
2. *Qualification.* Any qualified voter residing in the city is eligible for membership on the personnel board; provided, however, that no person who has been convicted of a crime involving moral turpitude shall be eligible to hold such office.
3. *Removal.* Members of the personnel board shall serve at the pleasure of the City Commission. In the event of resignation or death of a board member or his or her removal from office, the City Commission shall appoint a member to fill the unexpired term of office. A member of the board may be removed from office with respect to any appeal proceeding if sufficient facts are found which would impair the member's impartiality and fairness in an appeal proceeding. Such removal may be limited to the proceeding in which the conflict arises.
4. *Meeting.* The personnel board shall hold meetings at the call of the chairman, Director of Human Resources, and/or City Manager as may be required for the transaction of the business of the board or when deemed necessary and ordered by a majority vote of the City Commission. The Director of Human Resources shall be responsible for scheduling the meeting.

ORDINANCE NO. 14-84

AN ORDINANCE AMENDING THE NEW SMYRNA BEACH CODE OF ORDINANCES SECTION 22-12(3)(c)1. COMPOSITION OF THE PERSONNEL BOARD TO PROVIDE THAT MEMBERS SHALL SERVE NO MORE THAN TWO (2) CONSECUTIVE TERMS AND TO PROVIDE THAT THE CITY COMMISSION MAY WAIVE BY THE AFFIRMATIVE VOTE OF THREE (3) COMMISSIONERS THE LIMITATION THAT NO MEMBERS SHALL SERVE MORE THAN TWO (2) CONSECUTIVE TERMS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The New Smyrna Beach Code of Ordinances, Section 22-13(3)(c)1. presently reads as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On expiration of the term of membership for those initially sellected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secreatary to the board; the secretary to the personnel officer shall serve as clerk to the board.

The New Smyrna Beach Code of Ordinances, Section 22-12(3)(c)1. is hereby amended to read as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one (1) year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On the expiration of the term of membership for those initially selected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members shall serve no more than two (2) consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two (2) consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secretary to the board; the secretary to the personnel officer shall serve as clerk to the board.

SECTION 2: That all ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby rescinded and repealed.

SECTION 3: That this ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach which said publication shall be at least ten (10) days prior to its final passage.

SECTION 4: That this ordinance shall take effect immediately upon its final passage as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Margaret T. Brewer

MARGARET T. BREWER, City Attorney

DATE: March 8, 1984

Ordinance No. 14-84 of the City of New Smyrna Beach, Florida was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 13th day of March A.D., 19 84 and read in full by title only. Motion was made by Commissioner Hill to approve Ordinance No. 14-84, which motion having been seconded by Commissioner Powell; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR MARY C. HILL	YES
COMMISSIONER JAMES D. POWELL	YES
COMMISSIONER DONALD G. WILLIAMS	YES
~~COMMISSIONER CHARLES E. BRICKLEY~~	

Whereupon, the Mayor did then declare the Ordinance No. 14-84 to be approved on first reading and Public Hearing to be held on April 10, 1984.

Ordinance No. 14-84 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of April A.D., 19 84, and Commissioner Powell moved, seconded by Commissioner Trovato that Ordinance No. 14-84 be adopted as introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR DONALD G. WILLIAMS	NO
COMMISSIONER LOIS J. BRICKLEY	NO
COMMISSIONER RAYMOND R. TROVATO	YES
COMMISSIONER JAMES D. POWELL	YES

The Mayor then did declare the motion to pass Ordinance No. 14-84 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinanace No. 14-84 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of April A.D., 19 84, and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson
As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of
New Smyrna Beach, Florida

City of New Smyrna Beach, FL

Personnel Board

Board Roster

Barbara J Luttrell

1st Term Mar 08, 2022 - May 01, 2025

Email barbandmikee@aol.com
Home Phone Home: (386) 424-9272
Alternate Phone Mobile: (386) 847-0283
Address
102 Mary ave
New Smyrna beach, FL 32168

Appointing Authority City Commission

Lori J Hartman

1st Term Mar 08, 2022 - May 01, 2025

[redacted]@aol.com
Home Phone Home: [redacted]
Address
[redacted]

Appointing Authority City Commission

Douglas E Rose

1st Term Mar 08, 2022 - May 01, 2025

Email drose0811@gmail.com
Home Phone Home: (407) 595-3620
Address
4 Richmond Drive
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Tim Buko

1st Term May 24, 2022 - May 01, 2025

Email bukotim@aol.com
Home Phone Mobile: (717) 203-5901
Alternate Phone Home: (717) 283-5901
Address
4229 Gull Cove
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Daniel Moran

1st Term May 24, 2022 - May 01, 2025

Email dmoran@next-act.com

Home Phone Home: (518) 641-8968

Address
322 Trudgeon Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission

Boards & Commissions Application

Profile

Tim
First Name

Buko
Last Name

bukotim@aol.com
Email Address

4229 Gull Cove
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (717) 203-5901
Primary Phone

Home: (717) 283-5901
Alternate Phone

Which Boards would you like to apply for?

Golf Advisory Board: Submitted
Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Central Dauphin

College(s)

Eastern Michigan University

Degrees held

BA

Resume.docx
Upload a Resume

Work Experience

Ford Motor Co
Employer

Retired
Job Title

Please describe your work experience, if any.

Personnel Manager. Labor Relations Manager Ford Motor - Various Personnel and labor Relations Positions 30 years; hourly, salary, benefits, recruitment, personnel planning, labor contract negotiations, overseas personnel

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Lions Club, Lancaster Pa. past president Served on Utilities Board, Strasburg, PA President Strasburg Lions Club

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I’m a regular golfer. Retired and looking for a chance to volunteer..."give back"

References

Name of Reference #1 (Please do not list current elected officials)

Kathie Eichenger

Address of Reference #1

631 E. 22nd Street, NSB 32169

Telephone Number of Reference #1

386-402-8221

Email address of reference #1

kathie32169@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Lan Lassiter

Address of Reference #2

Collado Real Estate, 105 N. Cooper Street 32169

Telephone Number of Reference #2

386-847-1559

Email Address of Reference #2

janlassiter@earthlink.net

Nature of your relationship (business/personal).

Business Real Estate

Name of Reference #3 (Please do not list current elected officials)

Ann Wilson

Address of Reference #3

156 Live Oak Court, NSB 32168

Telephone Number of Reference #3

352-209-9843

Email address of Reference #3

annushkah68@gmail.com

Nature of your relationship (business/personal).

Personal - cousin

Resume

Timothy F. Buko
919 E 1st Avenue, New Smyrna Beach, Fl 32169
(717) 283-5901

Education

Bachelor of Science Degree in Business Administration with a concentration in Human Resources and Labor Relations from Wayne State University, Detroit, Michigan

Work Experience

July 1966 – September 1967
Ford Motor Company -- Press Operator, Dearborn Stamping Plant

December 1967 – September 1969
The Flying Tiger Line -- Ramp Service Supervisor Detroit Metropolitan Airport, Ypsilanti, Michigan

September 1969 – January 2000
Ford Motor Company -- Started as an hourly employee at the Detroit Parts Depot and retired as a mid-level executive in Labor Relations and Human Resources. Lead local negotiations at several manufacturing plants and participated on the National Negotiations team for Ford in 1984 and 1996.

Ford experience included three years in Japan (1987 – 1990) as the Executive Director of Human Resource for Ford of Japan -- Responsible for all aspects of human resources including compensation, relocation and housing of ex-pats, employee relations, and insurance administration.

Also was Executive Director of Human Resources for Ford Hungary (1990 -1993) -- Responsible for all aspects of HR including recruitment of all employees, development of compensation and benefits system, and liaison with local government during the launch of a green field manufacturing site in Szekesfervar, Hungary.

January 2000 – October 2004
Labor Relations Consultant for the Visteon Corporation -- Consulted on plant local labor negotiations.

February 2007 – May 2011
Executive Director for the Lancaster County Business Group on Health, a non-profit affiliate of the Lancaster County Chamber of Commerce and Industry. Lancaster, Pennsylvania – Administered programs for 100+ member group, organized conferences/ forums on employer provided health care.

May 2011 – October 2018
Saint James Episcopal Church, Lancaster, PA -- Assistant to the Rector for Administration and Personnel -– Responsible for recruiting, compensation, employee relations, budget preparation, pension and health and life insurance administration (volunteer position – 15-20 hours per week).

Outside Interests

Collectible car restoration, home improvement projects, golf and reading (history and biographies).

Member Saint Peter the Fisherman Episcopal Church; the Porsche Club of America; and was a ten year member of the Strasburg (PA) Lions Club where I was Club President twice.

Boards & Commissions Application

Profile

Lori
First Name

Hartman
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

John F Kennedy

College(s)

Seminole State

Degrees held

Associate Science Nursing

lori_resume.doc
Upload a Resume

Work Experience

Nephrology Associates of Central Florida
Employer

Director of Research
Job Title

Please describe your work experience, if any.

See Resume

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Church Ministries

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now that I am retired from professional nursing, I am interested in utilizing my skills to volunteer in the community.

References

Name of Reference #1 (Please do not list current elected officials)

Larry Wertz

Address of Reference #1

383 Emerson Plaza Unit 1016 Altamonte Springs FL 32701

Telephone Number of Reference #1

4074928375

Email address of reference #1

Nature of your relationship (business/personal).

business/personal

Name of Reference #2 (Please do not list current elected officials)

Patty Ferdette MD

Address of Reference #2

1840 Waterford Estates Dr NSB FL 32168

Telephone Number of Reference #2

3866908086

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Sharon Herbert

Address of Reference #3

431 Sweetbay NSB Fl. 32168

Telephone Number of Reference #3

3862355079

Email address of Reference #3

Nature of your relationship (business/personal).

personal

LORI J. HARTMAN

Summary of Qualifications

Highly motivated to exceed and excel. Ability to think logically and give direction in extreme circumstances. Effective leadership abilities. Strong communication skills.

Education

Seminole Community College
Sanford, Florida
A.S. Nursing, June 1985
Graduated Summa cum Laude

Greater Lawrence Regional Technical Institute
West Andover, Massachusetts
Practical Nurse Program Graduate

Professional Experience

2009 - 2012 Nephrology Associates Of Central Florida Orlando, Fl

Director of Clinical Research
Responsible for managing Clinical Research Department staff, assuring Good Clinical Practices as they apply to Research studies, ensuring that updates and changes in regulatory policies are maintained to ensure patient safety. Negotiating contracts for new studies and marketing the program regionally and nationally.

2005 – 2009 Dialysis Services of Central Florida Orlando, Fl

Area Manager / Director of Home Dialysis
Responsible for daily operations of multiple dialysis facilities in the central Florida area. Financially accountable for $30M in revenue, operating expenses and preparations of budgets. Made financial presentation to corporate executives and partnered physicians. Managed clinical managers and facility staff of up to 100 employees. Monitored facility to ensure compliance to state and federal regulations. Responsible for new facility openings. Implemented Human Resources policies and procedures.

2000 - 2005 Gambro Healthcare Orlando, Fl

Center Director

Responsible for daily management of financial performance and patient outcomes in the home peritoneal dialyses program. Ensuring compliance with Policies, Procedures and Guidelines of Gambro Healthcare, OSHA, CMS, and federal, state and local regulations. Serves as CKD educator.

1998 - 2000 Independent Renal Associates Orlando, Fl

Facility Administrator

Responsible for daily operations of multiple dialysis facilities in the central Florida area.
Areas of responsibility include new facility openings, monitor facilities to ensure compliance to state and federal regulations, personnel management and recruitment, administering cost containment strategies, overseeing transplant program and executing corporate policies.

1995 - 1998 Cobe Laboratories Lakewood, Co
1993 - 1994

Clinical Application Specialist

Responsibilities included in service education for hospitals and community blood centers, utilizing specific cell separation technology for therapeutic and donor procedures. Clinical as well as technological considerations were taught with the use of this technology. Other responsibilities include customer support for the United States and Canada. Providing and participating in workshops at national and regional meetings, and, at customer training classes every quarter in Colorado.

1994 – 1995 Central Florida Blood Bank Orlando, Fl

Director of Donor Services / Aphaeresis

Coordinated all aspects of Donor Services operations including the main collection center and branch facilities, mobiles, and Apheresis. Directed all donor and patient collections as well as therapeutic procedures. Operations status was 23 fixed locations, 13 mobiles, 3 portable equipment sets. Blood Bank was responsible for providing the blood supply for 14 counties and 39 hospitals.

Boards & Commissions Application

Profile

Barbara
First Name

Luttrell
Last Name

barbandmikee@aol.com
Email Address

102 Mary ave
Home Address

Suite or Apt

New Smyrna beach
City

FL
State

32168
Postal Code

Home: (386) 424-9272
Primary Phone

Mobile: (386) 847-0283
Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

19 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

University of central florida

Degrees held

BSBA Juris Doctor, Stetson College of Law

Upload a Resume

Work Experience

Priority Healthcare
Employer

Vice President human Resources
Job Title

Please describe your work experience, if any.

VP Human Resources of pharmaceutical co. With 1,000 employees in multistate locations. Responsible for training managers, benefit administration, recruitment, compliance officer.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Volunteer at SE Volusia History Museum Volunteer at Atlantic Center for the Arts Member Artists Workshop

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have experience and knowledge from prior work experience that I would like to use.

References

Name of Reference #1 (Please do not list current elected officials)

Mary Burzawa

Address of Reference #1

4389 Saxon Dr New Smyrna beach, fl

Telephone Number of Reference #1

386-689-9030

Email address of reference #1

Nsbrealtor@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Bob Wiley

Address of Reference #2

100 East Cir New Smyrna Beach, fl 32169

Telephone Number of Reference #2

386-690-4200

Email Address of Reference #2

Text

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Bill Hasson

Address of Reference #3

119 Mary ave New Smyrna Beach, Fl 32168

Telephone Number of Reference #3

386-314-8608

Email address of Reference #3

Text

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Daniel
First Name

Moran
Last Name

dmoran@next-act.com
Email Address

322 Trudgeon Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (518) 641-8968
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

6 months FT; many years PT

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lanisgnburgh High School Troy NY

College(s)

State University of New York at Albany

Degrees held

Certified Behavioral Analyst, Career Counselor Civil Service Commissioner

Moran__Daniel_-_Resume.pdf
Upload a Resume

Work Experience

Please Refer To Resume
Employer

Please Refer To Resume
Job Title

Please describe your work experience, if any.

1988 - Present - President, Next-Act, a career counseling and executive consulting com 2002 - 2019 - Chairman, Rensselaer County Civil Service Commission, NY

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Member, Urban Cultural Park Commission, an economic development concern focused

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ○ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ○ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

This is my new home - we are here for life - and we love it. I want to help the community

References

Name of Reference #1 (Please do not list current elected officials)

Tina Galante

Address of Reference #1

Business Manager CRL Magazine 12 Avis Drive Latham NY

Telephone Number of Reference #1

(512) 210-7

Email address of reference #1

Nature of your relationship (business/personal).

Name of Reference #2 (Please do not list current elected officials)

John Barrett

Address of Reference #2

Belleview WA

Telephone Number of Reference #2

(206) 552-5466

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3 (Please do not list current elected officials)

Chris DelVecchio

Address of Reference #3

CEO/President MVP Healthcare Schenectady NY

Telephone Number of Reference #3

(518) 369-7723

Email address of Reference #3

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

Douglas
First Name

Rose
Last Name

drose0811@gmail.com
Email Address

4 Richmond Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 595-3620
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10.5 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lake Highland Preparatory

College(s)

University of Central Florida; Strayer University

Degrees held

BS - Finance (UCF) & MBA-Concentration Human Resources (Strayer University)

Rose_Doug_Resume_2022.docx
Upload a Resume

Work Experience

Retired
Employer

N/A
Job Title

Please describe your work experience, if any.

20 years at Aramark Corporation in Human Resources..Last position Region Human Resources Director Southeast Region. 5 years President of Service Improvement Solutions/ HR Answers, Consulting Businesses Currently, Retired

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now being retired and not working long and intense weeks, I have to time to give back to my community. As a resident for almost 11 years now, I would like to see New Smyrna continue to be the best place to work and live. I was very fortunate to have mentors and leaders who assisted me during my working career. It is time to pay it forward as others have done.

References

Name of Reference #1 (Please do not list current elected officials)

Jim Yamauchi

Address of Reference #1

5352 Bowman Dr Winter Garden, FL 34787

Telephone Number of Reference #1

407-353-5942

Email address of reference #1

jsyama@aol.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #2 (Please do not list current elected officials)

Cindy Campbell Taylor

Address of Reference #2

31 Ferrol Rd St. Augustine, FL 32084

Telephone Number of Reference #2

407-433-0021

Email Address of Reference #2

cindycampbelltaylor2@gmail.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #3 (Please do not list current elected officials)

Randy Hayes

Address of Reference #3

3715 Zackira Ct Hampstad, MD 21074

Telephone Number of Reference #3

410-804-7417

Email address of Reference #3

randalh78@comcast.net

Nature of your relationship (business/personal).

Personal

Douglas (Doug) E. Rose

4 Richmond Drive 407-595-3620
New Smyrna Beach, Florida 32169 drose0811@gmail.com

EXPERIENCE

Service Improvement Solutions/HR Answers, New Smyrna Beach, Fl **2/2014 to 2020**
Business Consultant, President

Client: FACE Amusement, Johnson City Tennessee
Consulted on Human Resources Development, Talent Management, Performance Management, 5 Year Strategic Plan and Legal Matters

Client: I-Drive 360, Orlando Florida
Consulted on Human Resources infrastructure, Organizational Structure, Recruiting, Safety and Policies and Procedures

Client: Paddleboard Orlando, Orlando Florida
Conducted a business analysis to grow business 20% over prior year through introducing multi-revenue streams, marketing strategies to vacationing visitors and businesses, and creating a training program which increased PBO positioning to #1 of things to do in Orlando with Trip Advisor

Aramark Corporation, Philadelphia, Pennsylvania **1997 to 2014**
Human Resources Director, Business Dining – South Atlantic Territories 2006 to 2014

Strategically supported $300M businesses (Hospitality, Oil & Gas & Lodging Industry) with over 250 cafes and 19 conference centers representing 4,800 employees, driving outcomes to motivate, inspire and engage our Human Capital for enhanced performance outcomes.
Highlights:

- Successfully navigated the largest HR information system conversion in company history
- A2L College Recruiting Team
- Reduced Management and Hourly turnover respectively by 21% and 13%
- Recruited for a Global Healthcare and Higher Education background project team
- Executed Performance Appraisal initiative at 98% proficiency (Best in LOB)
- Drove 27% improvement to a 2.4 Safety OSHA rate (Best in Enterprise)

Sr. Human Resource Specialist - Walt Disney World Campus 1997 to 2006
Responsibilities include:
Expanded business from 20 cafes to 38 cafes across Walt Disney's campus

- Expanded business from 20 cafes to 38 cafes across Walt Disney's campus
- Recruited, developed and retained a team of 400 hourly and salaried employees
- Created Star Academy, a 14 class training curriculum for development of frontline employees

Walt Disney World, Orlando, Florida **1993 to 1997**
Restaurant Guest Service Manager
Responsibilities include:

- Manager of the Polynesian Luau dinner show with annual revenue of $20M
- Manager of Ohana's restaurant in the Polynesian resort with annual revenue of $12M

EDUCATION

University of Central Florida, BS, Finance **1982**
Strayer University, MBA, Human Resources **2010**

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

BOARD VACANCY ADVERTISEMENT: HISTORIC PRESERVATION COMMISSION

May 27, 2025

Background:

The Historic New Smyrna Beach Preservation Commission is responsible for protecting and preserving the city's historic buildings, landmarks, districts, and archaeological sites. The commission is a part of the local government's broader effort to maintain the cultural heritage of the community. Its establishment is in alignment with national and state preservation goals, including the National Historic Preservation Act, which encourages local governments to engage in preserving historic resources.

Findings:

The Historic Preservation Commission is composed of 7 members, who must be residents of New Smyrna Beach, with up to 3 members allowed from the annexation area. Members are appointed by the city commission for staggered 3-year terms, with vacancies filled within 60 days.

The commission must include a balance of professional and lay members. Professional members should have expertise in fields such as architecture, history, archaeology, urban planning, or cultural studies. Lay members must demonstrate a special interest or experience in historic preservation.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

PROPOSED LEGISLATIVE BILL SUMMARIES, WEEKS FOUR AND FIVE OF FLORIDA'S LEGISLATIVE SESSION.

May 27, 2025

Background:

Florida's legislative session continued over the past two weeks. The majority of the bills previously reported are making their way through the committees and may be altered in the next few weeks. The Florida legislature is halfway through their term. The City Attorney's report highlights a few new bills that are being considered.

Findings:

1st Report: Several property tax bills have been filed, including the bills listed below. At this time, none of the bills have been heard in a committee. The bills could limit or eliminate property taxes. HB 359 Property Tax Exemptions; SB 852 Study on the Elimination of Property Taxes; HB 775 and SB 1092 Revising How Homestead Property is Assessed; HB 787 and SB 996 Revenues from Ad Valorem Taxes; and SB 1018 Increased Homestead Property Exemptions.

HB 301 - Sovereign Immunity/Suits Against the Government: the proposed bill would increase the statutory limits on liability for tort claims against the State (and City) from $200,000 per person and $300,000 per incident to $1 million per person and $3 million per incident. The bill would also remove the need for a claims bill from insurance companies before paying out claims.
2 April Update: The bill was considered in the House Budget Committee and remains active.

HB 991 and SB 1242: Community Redevelopment Agencies – Neither bill has been heard in a committee. HB 991 has two committee references and SB 1242 has three committee references. The bill would prohibit new CRAs in FL; would stop issuance of new projects or debt as of 1 October 2025; and eliminate all CRAs by 2045.
2 April Update: The bill was considered by the Senate Judiciary Committee and remains active.

2nd Report: SB 582 and HB 717: Unlawful Demolition of Historical Buildings and Structures – The bills seek to address concerns that developers are tearing down historic buildings. Current fines for demolition of historic buildings are low and do not creative a substantial deterrent to builders who are willing to pay the fine, and incorporate the cost into the home sale price. The bills would increase the penalty for tearing down a historic

building without a permit.

SB 1118 and HB 1209: Land Use and Development Regulations are broad growth management bills that reduce local government authority over land use and development regulations, favoring developers. The bills prohibit optional elements of local comprehensive plans from restricting development density or intensity. They also require a supermajority vote for any comprehensive plan amendment that increases development restrictions. Additionally, they allow property owners to sue if a local government fails to adopt a requested comprehensive plan amendment within 180 days, requiring courts to determine compliance with state law without deferring to local government interpretation. The bills further limit local authority over impact fees by narrowing the definition of "extraordinary circumstances." They strictly define such circumstances as events beyond local control that prevent the intended use of impact fee funds, making it harder for cities to justify fee increases beyond statutory limits.
2 April Update: The bill was amended and went to the Senate Community Affairs Committee. The bill remains active.

SB 810: Stormwater Management Systems – This bill would require cities to inspect their stormwater systems every year and sign a Division of Emergency Managment form attesting to the state of those systems.
2 April Update: The bill has been revised and would no longer require an annual inspection.

3rd Report: HB 1183 and SB 1576 exempt cities from liability in connection with a cybersecurity incident if the local entity has substantially complied with current training and cybersecurity standards required by section 282.3185, Florida Statutes.

HB 683 and SB 712 prohibit local governments from regulating synthetic turf installed in single-family residential areas one acre or less in size or enforcing any rules that prevent property owners from installing synthetic turf.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Tracy London - Paralegal