

MEMORANDUM

TO: Honorable Mayor Strickland and City Council Members

FROM: Chester C. Murray Development Services Director

DATE: January 13, 2009

SUBJECT: Discussion & Action Traffic Light Funding

The intersection of Harley Strickland Blvd. and Threadgill Place has been in need of a traffic light for some time. It was identified by the county as being deficient more than five years ago. When the proposal of the West Volusia Town Center and the West Volusia Retail Center came to the city with their plan it was communicated to the owners and developer that a traffic light would have to be installed at this intersection as a condition for the approval of the plan.

The Owners of the West Volusia Retail Center have approached the City with a request for assistance in the funding of the traffic light that is to be installed at the intersection of Threadgill Place and Harley Strickland Blvd. The required funding would consist of \$100,000+ for the light, 30,000 for administrative costs, plus interest at a rate to be determined by the Council. The request for the funding is partially due to the current economy and the additional cost for fiber optic cable that will connect and synchronize all traffic lights on Harley Strickland Blvd. This was not anticipated in the initial costing of the light. The total cost for the signal is \$225,000. This traffic light was a requirement for the approval for the West Volusia Retail Center B-PUD. This traffic signal includes delineated cross walks and the addition of sidewalks.

RECOMMENDATION

The City Council may choose to:

- To fund this project for the amount requested, create a special taxing district for the area that will repay the loan within a specific time limit, at which time the special taxing district will be repealed .
- To fund this project for the amount of the entire cost of the project, create a special taxing district for the area that will repay the loan within a specific time limit, at which time the special taxing district will be repealed.

AGREEMENT BETWEEN CONTRACTOR/OWNER

Job No: 28053
Date: December 30, 2008

This agreement is made this 30th day of December 2008, and is effective the 30th day of December 2008, by and between the "Contractor" **First Builders, LLC** and "Owner" **Dale A. Suttoff Family Ltd. Partnership** in accordance with the Project's Contract Documents.

PROJECT: Signalization @ Harley Strickland Blvd. & Threadgill Place
OWNER: Dale A. Suttoff Family Ltd. Partnership
ARCHITECT: Traffic Planning and Design, Inc.
CONTRACTOR: First Builders, LLC
195 S. Westmonte Drive, Suite 1122
Altamonte Springs, FL 32714

ARTICLE 1

CONTRACT PAYMENT. The Owner agrees to pay Contractor for satisfactory performance of Contractor's Work the sum of **TWO HUNDRED TWENTY FIVE THOUSAND Dollars and NO cents (\$225,000.00)**.

ARTICLE 2

SCOPE OF WORK. Contractor agrees to commence Contractor's Work herein described upon notification by Owner, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Owner in accord with Owner's schedule.

Work for this project as more particularly, through not exclusively specified as **traffic signalization @ Harley Strickland Blvd. & Threadgill Place, City of Orange City, Florida**. Contractor is responsible for all aspects of the completion of the item numbers contracted to him per contract specifications. No permits will be obtained other than permit for electrical service, if required.

All work shall be performed on the attached plans prepared by Traffic Planning And Design, Inc., dated 11/20/2008 sheets T1-T5.

ARTICLE 3

SCHEDULE OF WORK. Time is of the essence. Contractor shall provide Owner with any requested scheduling information concerning the Contractor's Work. The schedule of Work including that of this contract shall be prepared by Owner and may be revised as the Work progresses.

Contractor recognized that changes may be made in the Schedule of Work and agrees to comply with such changes. Compensation of changes will be addressed by Change Order approved, in writing, prior to commencement of Work on said change.

Contractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

ARTICLE 4

CHANGES. Owner without nullifying this Agreement may direct Contractor in writing to make changes to Contractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

ARTICLE 5

FAILURE PERFORMANCE. Should Contractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Owner's written notice, then the Owner, without prejudice to any right of remedies, shall have the right to take whatever steps it deems necessary to correct same, including reasonable overhead, profit and attorney's fees. Work must be completed and accepted by Volusia County, Florida no later than March 1, 2008.

ARTICLE 6

INSURANCE. Prior to the start of Contractor's Work, Contractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the Contract Documents, Contractor, Owner, and Architect shall be named as additional insured on each of these policies, except for Worker's Compensation.

ARTICLE 7


INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner from all damages, losses or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, of death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of the Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Contractor or any of its agents, employees, or subcontractors in the prosecution of this Work. The obligation of Contractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

ARTICLE 8

WARRANTY. Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

Dale A. Suttoff Family Ltd. Partnership



Robert A. Chappell
Chappell Commercial Properties, Inc.

Fist Builders, LLC



Leslie S. Strasberg

CITY OF ORANGE CITY, FLORIDA

FINAL



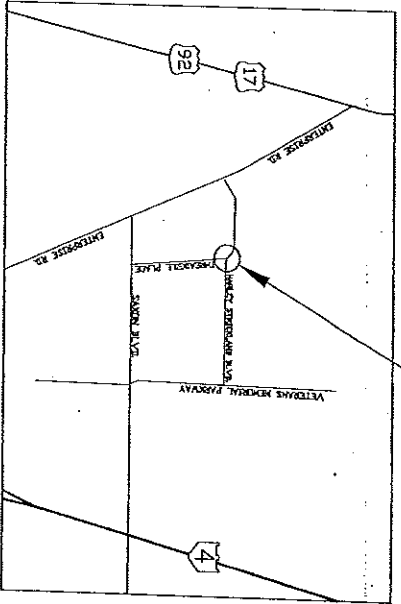
THIS CONTRACT PLAN SET INCLUDES
SIGNALIZATION PLANS

SIGNALIZATION PLANS HARLEY STRICKLAND BLVD & THREADGILL PLACE Signal No. 392

INDEX OF SIGNAL PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	KEY SHEET
T-2	GENERAL NOTES / TABULATION OF QUANTITIES
T-3	SIGNALIZATION PLAN SHEET
T-4	SIGNING, PAVEMENT MARKINGS, AND SIDEWALKS
T-5	STRAIN POLE DETAILS

MAINTAINING ADEQUACY FOR THE SIGNAL SHALL BE VOLUSIA COUNTY.
PLANS PREPARED IN ACCORDANCE WITH FOOT STANDARDS - BOOKLET DATED 2008 AND LATEST REVISIONS.
GOVERNING SPECIFICATIONS, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS DATED 2007 AND SUPPLEMENTS THEREON IS NOTED IN THE SPECIAL PROVISIONS FOR THIS PROJECT.
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



INTERSECTION LOCATION

SHEET T-1 OF T-5		KEY SHEET			TRAFFIC PLANNING AND DESIGN, INC. 635 Versace Drive Maitland, FL 32751 Tel (407) 828-9255 Fax (407) 828-2850 E-Mail: turgut@tpdtraffic.com Certificate of Authorization No. EB-3702	SCALE	DRAWN	DESIGNED	CHECKED
TURGUT DERVISH FLORIDA P.E. NO. 20400 <i>Turgut Dervish</i>		HARLEY STRICKLAND BLVD & THREADGILL PLACE CITY OF ORANGE CITY, FLORIDA				N/A	DF	DF	TD
TPD JOB# 3924 D3				DATE REVISIONS 11-2-08 REVIEWED FOR VOLUSIA COUNTY COMMENTS 11-29-08 REVIEWED FOR VOLUSIA COUNTY COMMENTS 11-29-08 REVIEWED FOR ORANGE CITY COMMENTS					

NOV 20 2008

GENERAL NOTES

- 1) THE CONTRACTOR SHALL NOTIFY VOLusia COUNTY TRAFFIC ENGINEERING AT LEAST TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. NOTIFY CURRENT LETTER, THROUGH ENR008 (300) 735-3866 OR (407) 262-6531.
- 2) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF ORANGE THROUGH ENR008 (300) 735-3866.
- 3) ALL WORK SHALL BE SPECIFICALLY ADDRESSED IN THESE PLANS, USE LOCAL SPECIFICATIONS AND MATERIALS AND HARDWARE SHALL BE THE APPROVED BY VOLusia COUNTY TRAFFIC ENGINEERING.
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- 7) EXISTING SIGNALIZATION SHALL REMAIN IN PLACE TO THE EXTENT POSSIBLE AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING SIGNALIZATION THROUGHOUT THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING SIGNALIZATION THROUGHOUT THE DURATION OF THE PROJECT.
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- 9) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING SIGNALIZATION THROUGHOUT THE DURATION OF THE PROJECT.
- 10) AT THE TIME OF FINAL INSPECTION, THE CONTRACTOR SHALL PROVIDE 2 SETS OF 10 DRAWINGS TO THE ROAD AND SIGNALS DIVISION OF THE COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING SIGNALIZATION THROUGHOUT THE DURATION OF THE PROJECT.
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TABULATION OF QUANTITIES

BID ITEM NO.	DESCRIPTION	UNIT	SHEET #	
			1-3	1-4
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
102-2	CONCRETE SIDEWALKS	SY		67
535-1-1	CONDUIT - DIRECTIONAL BORE	LF	100	
630-1-1	CONDUIT - UNDERGROUND (RISER)	LF	2600	
630-1-1-1	CONDUIT - UNDERGROUND	LF	2600	
632-1-1	SIGNAL CABLE	LF	1	
632-1-2	FIBER OPTIC CABLE (24 SW/12 MW)	LF	2000	
634-1-1	SPRAY BOX ASSEMBLY, BOX	EA	1	
635-1-1	PULL BOXES	EA	17	
635-1-1-1	FIBEROPTIC PULL BOXES	EA	5	
635-1-1-2	ELECTRICAL POWER SERVICE OVERHEAD	LF	1	
639-2-1	ELECTRICAL SERVICE WIRE	LF	200	
641-2-18	CONCRETE STRAIN POLE, TYPE PAVIL, 48"	EA	1	
641-2-18	CONCRETE STRAIN POLE, TYPE PAVIL, 48"	EA	1	
650-51-311	TRAFFIC SIGNAL, 12" STD, 3-SECTION, LED	AS	6	
650-51-311	TRAFFIC SIGNAL, 12" STD, 5-SECTION CLUSTER, LED	AS	6	
653-191	PEDESTRIAN SIGNAL, 1 WAY, COUNTDOWN DISPLAY, LED	AS	6	
653-192	PEDESTRIAN SIGNAL, 2 WAY, COUNTDOWN DISPLAY, LED	AS	1	
659-1-01	BACK PLATES, 3 SECTION	EA	6	
659-1-09	CONCRETE PEDESTAL	EA	6	
659-1-18	BACK PLATES, 5 SECTION CLUSTER	EA	2	
660-1-109	INDUCTIVE LOOP DETECTOR	EA	2	
660-1-110	INDUCTIVE LOOP DETECTOR, TIME DELAYED	EA	2	
660-2-102	LOOP ASSEMBLY, TYPE "F"	AS	2	
660-2-106	LOOP ASSEMBLY, TYPE "F"	AS	5	
665-74-11	4 WAY OPTICON INSTALLATION	EA	1	
665-11	PEDESTRIAN DETECTOR	EA	8	
670-5-111	CONTROLLER ASSEMBLY (SEE NOTE #23)	EA	1	
699-1-1	CANTILEVER ARM MOUNTED, INTERNALLY ILLUMINATED STREET NAME SIGN (LSD)	EA	4	
700-20-11	FIELD LOCATE/DENSITY UTILITIES	LS	1	
700-20-11	SIGN, SINGLE POST, W3-3	EA	2	
700-46-21	REMOVE STOP SIGN	AS	2	
711-11-123	THERMOPLASTIC PAVEMENT MARKINGS, 12" WHITE	LF	431	
711-11-124	THERMOPLASTIC PAVEMENT MARKINGS, 24" WHITE	LF	99	
711-11-170	THERMOPLASTIC PAVEMENT MARKINGS, DIR. ARROW	EA	5	

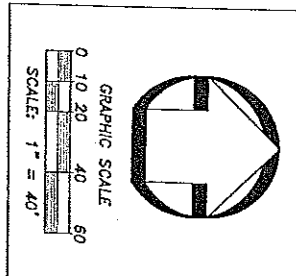
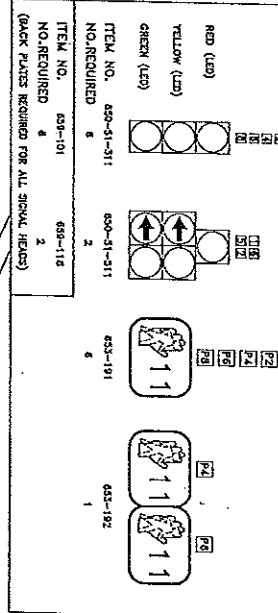
A MAINTENANCE OF ONE LANE CAN BE CLOSED IN EACH DIRECTION BEING ACTIVE WORK PERIODS. ALL LANE CLOSURES TO BE OPEN DURING INACTIVE PERIODS. MAINTENANCE OF TRAFFIC SHALL BE ESTABLISHED PER TRAFFIC CONTROL THROUGH WORK ZONE IN ACCORDANCE WITH FOOT ROWWAY AND TRAFFIC DESIGN STANDARDS, INDEX #800 SERIES.

THE MAINTENANCE OF SIGNALS SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR FROM THE TIME WORK BEGINS UNTIL FINAL ACCEPTANCE.

FINAL

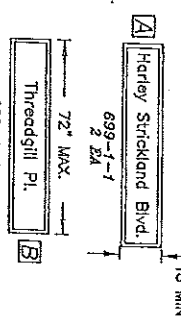
SHEET T-2 OF T-5 TURGUT DERVISH FLORIDA P.E. NO. 20400 <i>(Signature)</i> TDP JOB# 3924	GENERAL NOTES / TABULATION OF QUANTITIES HARLEY STRICKLAND BLVD & THREADGILL PLACE CITY OF ORANGE CITY, FLORIDA	 TRAFFIC PLANNING AND DESIGN, INC. 535 Vinograd Drive, Maitland, FL 32751 Tel: (407) 828-9955 Fax: (407) 828-8850 E-Mail: turgut@tpdtraffic.com Certificate of Authorization No. EB-3702	SCALE N/A	DRAWN DP	DESIGNED DP	CHECKED TD
			DATE 11-20-08	REVISIONS		
			11-20-08	REVISED FOR VOLusia COUNTY COMMENTS		
			11-20-08	REVISED FOR VOLusia COUNTY COMMENTS		
			11-20-08	REVISED FOR DUNGE CITY COMMENTS		

SIGNAL HEAD DETAIL



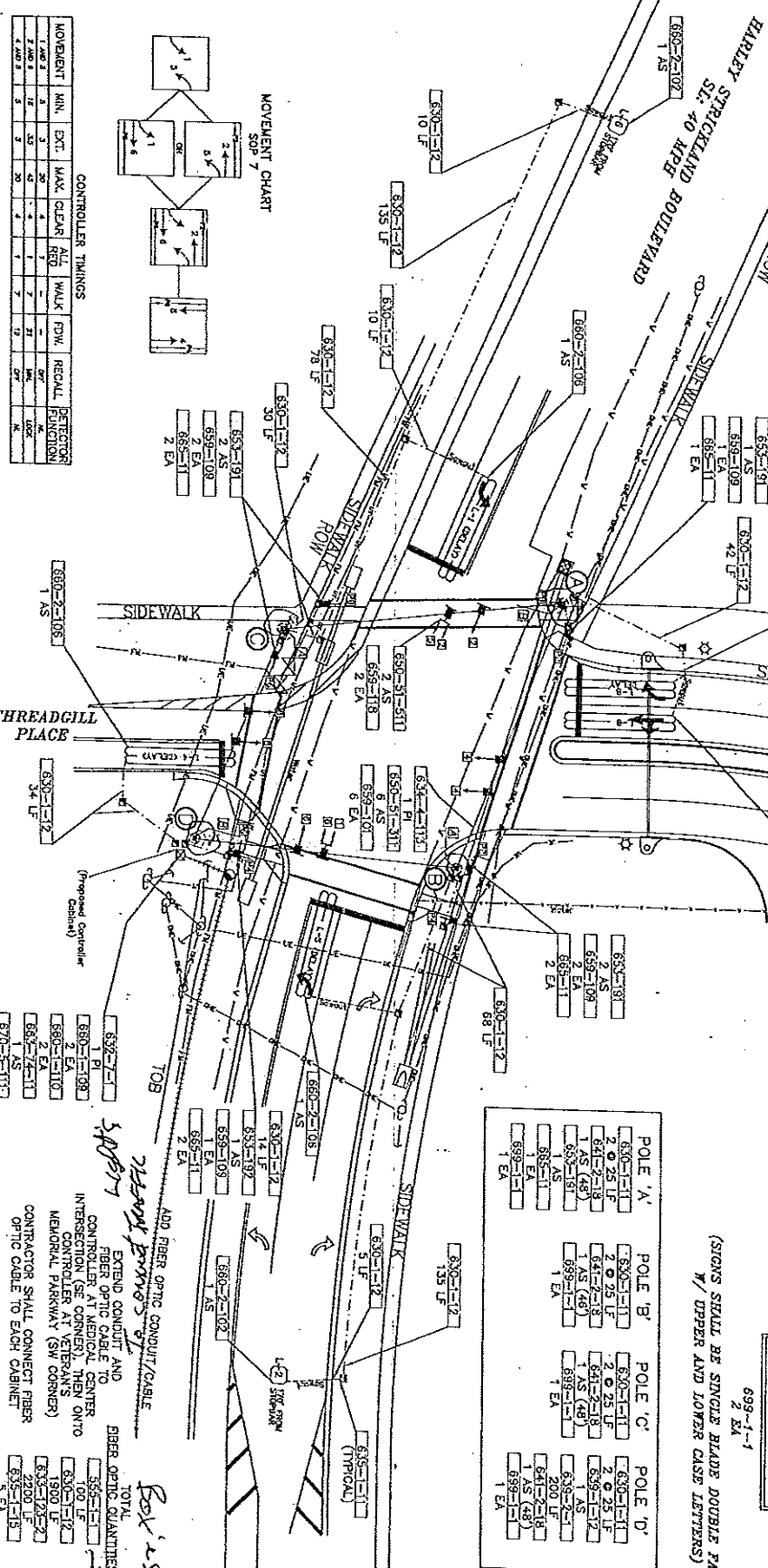
Signal No. 392

CANTILEVER ARM MOUNTED
INTERNALLY ILLUMINATED
STREET NAME SIGNS (2 SIDED)



(SIGNS SHALL BE SINGLE BLADE DOUBLE FACED
W/ UPPER AND LOWER CASE LETTERS)

POLE 'A'	POLE 'B'	POLE 'C'	POLE 'D'
630-1-11	630-1-11	630-1-11	630-1-11
2 @ 25 LF	2 @ 25 LF	2 @ 25 LF	2 @ 25 LF
641-2-18	641-2-18	641-2-18	641-2-18
1 AS (48')	1 AS (48')	1 AS (48')	1 AS (48')
630-1-11	630-1-11	630-1-11	630-1-11
1 EA	1 EA	1 EA	1 EA
630-1-11	630-1-11	630-1-11	630-1-11
1 EA	1 EA	1 EA	1 EA
630-1-11	630-1-11	630-1-11	630-1-11
1 EA	1 EA	1 EA	1 EA



TPD

SHEET T-3 OF T-5
TURGUT DERMISH
FLORIDA P.E. NO. 20400
TPD 408# 3924 D3

SIGNALIZATION PLAN SHEET
HARLEY STRICKLAND BLVD
& THREADGILL PLACE
CITY OF ORANGE CITY, FLORIDA

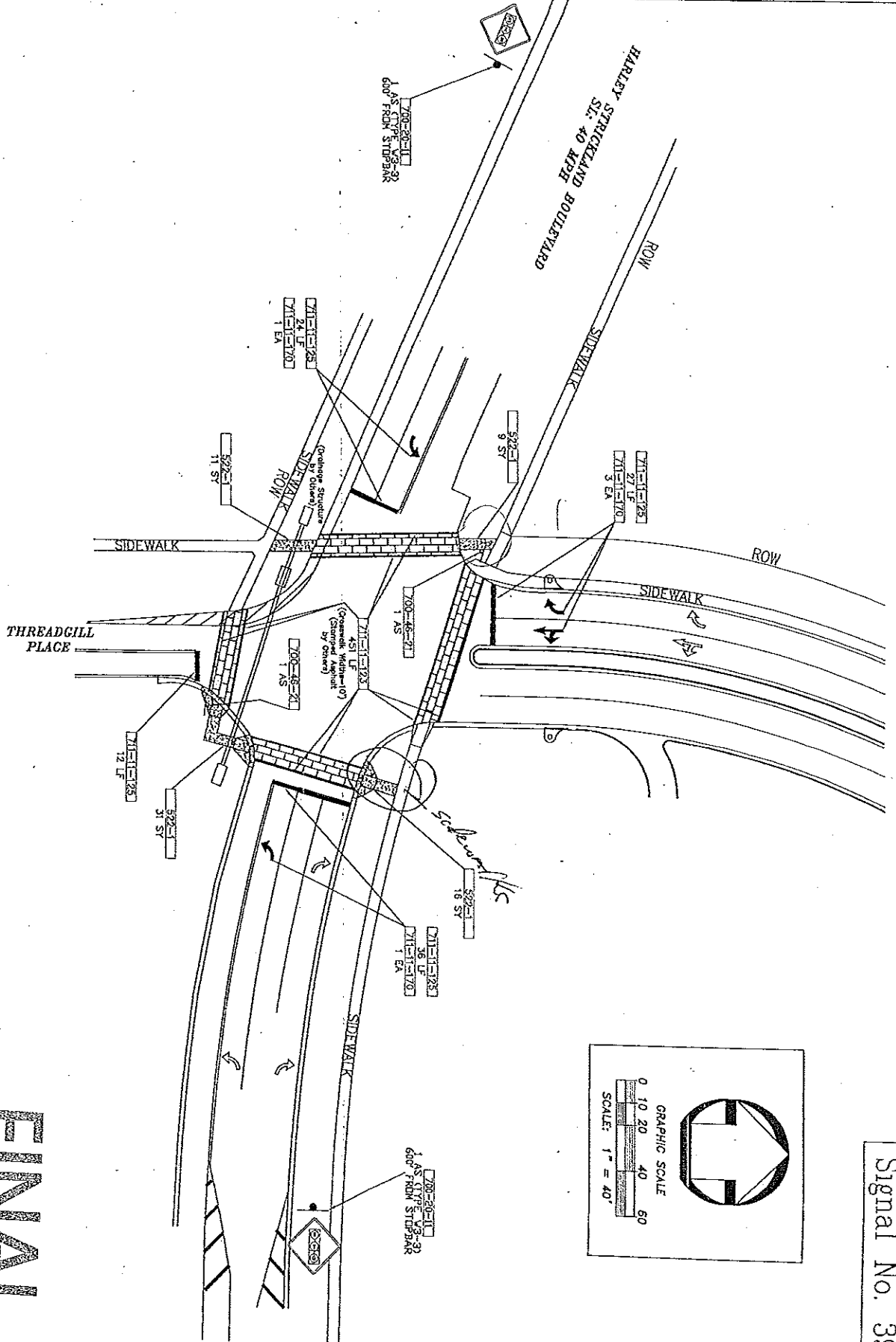


TRAFFIC PLANNING AND DESIGN, INC.
535 Versailles Drive Melnd, FL 32751
Tel: (407) 828-8833 Fax: (407) 828-8850
E-Mail: turgut@tpdtraffic.com
Certificate of Authorization No. EB-3702

SCALE	DRAWN	DESIGNED	CHECKED
1"=40'	DF	DF	TD
DATE		REVISIONS	
11-2-08	REVISED PER VALLEA COUNTY COMMENTS		
11-10-08	REVISED PER VALLEA COUNTY COMMENTS		
11-23-08	REVISED PER ORANGE CITY COMMENTS		

NOV 20 2008

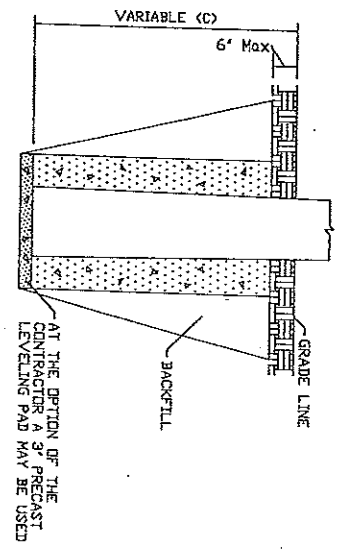
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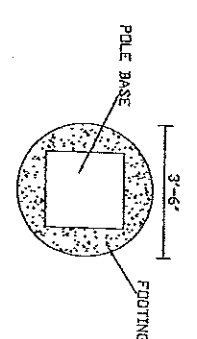
Signal No. 392

SHEET T-4 OF T-2		SIGNING, PAVEMENT MARKINGS, AND SIDEWALKS			TRAFFIC PLANNING AND DESIGN, INC.		SCALE	DRAWN	DESIGNED	CHECKED
TUBGUT DERVISH FLORIDA P.E. NO. 20400 <i>(Signature)</i>		HARLEY STRICKLAND BLVD & THREADGILL PLACE			535 Versailles Drive McAlister, FL 32751 Tel: (407) 626-8955 Fax: (407) 626-8550 E-Mail: turgut@tpdtraffic.com Certificate of Authorization No. EB-3702		1"=40'	DF	DF	TD
TPD JOB # 3824	DS	CITY OF ORANGE CITY, FLORIDA				DATE	REVISIONS			
						11-2-08	REVISED PER VALDEA COUNTY COMMERCE			
						11-20-08	REVISED PER VALDEA COUNTY COMMERCE			
						11-20-08	REVISED PER ORANGE CITY ELEMENTS			

NOV 20 2008



AT THE OPTION OF THE CONTRACTOR A 3' PRECAST LEVELING PAD MAY BE USED

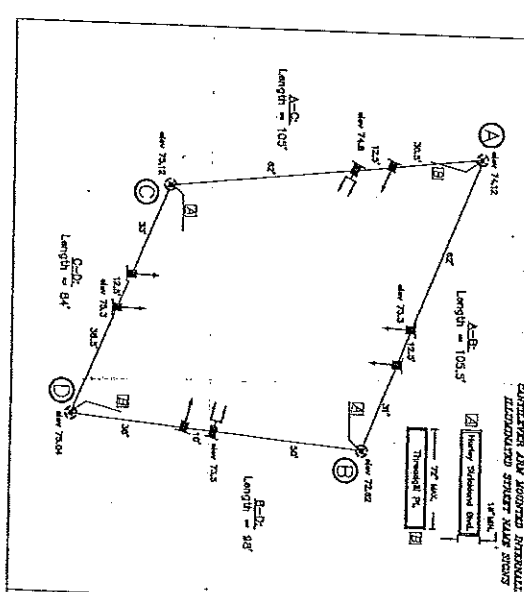


FOUNDATION PLAN

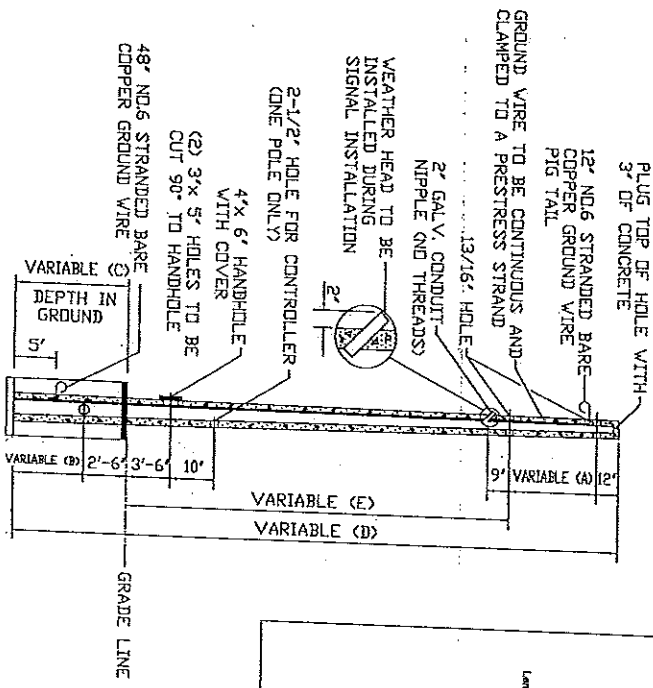
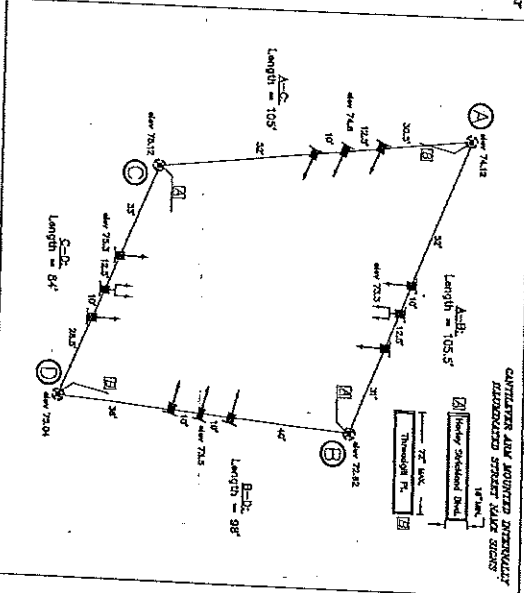
GENERAL NOTES:

- The method for wire attachment to the concrete poles shall be two point.
- The footing depth shall be no less than the pole embedment length.
- It is the responsibility of the contractor to have exact locations of all utilities prior to beginning work.
- All materials and hardware shall be preapproved by Volusia County Traffic Engineering.
- A 17.5' to 19' clearance shall be maintained between the road surface and the bottom of the signal heads.

PROPOSED LOADING



DESIGN LOADING



POLE SCHEDULE

ITEM NO.	POLE	TYPE	A	B	D	E
641-2-19	A	PVIII	7.35	13.90	16.40	23.25
641-2-18	B	PVIII	7.35	12.50	15.00	22.55
641-2-18	C	PVIII	7.35	13.90	16.40	23.25
641-2-18	D	PVIII	7.35	14.50	17.00	22.65

Catenary Cable: 3/8" diameter Utility Grade
Messenger Cable: 1/2" diameter Utility Grade

FINAL

SHEET T-5 OF T-5		STRAIN POLE DETAILS		TPD	TRAFFIC PLANNING AND DESIGN, INC. 835 VersoDax Drive, McHendon, FL 32751 Tel: (407) 628-9955 Fax: (407) 628-8350 E-Mail: hargut@tpdtraffic.com Certificate of Authorization No. EB-3702	SCALE	DRAWN	DESIGNED	CHECKED
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